BASE PROSPECTUS

ALPHA BANK S.A

(incorporated with limited liability in the Hellenic Republic)

€8 billion Direct Issuance Global Covered Bond Programme II

Under this €8 billion direct issuance global covered bond programme II (the **Programme**), Alpha Bank S.A. (the **Issuer**) may from time to time issue European Covered bonds (Premium)[1] (the **Covered Bonds**) denominated in any currency agreed between the Issuer and the relevant Dealer(s) (as defined below). Covered Bonds may be issued in bearer or registered form.

This Base Prospectus has been approved as a base prospectus by the *Commission de Surveillance du Secteur Financier* (the **CSSF**), as competent authority under Regulation (EU) 2017/1129 (the **Prospectus Regulation**). The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Base Prospectus Regulation. Such approval by the CSSF in accordance with Article 6(4) of the Luxembourg law on prospectuses dated 16 July 2019 should not be considered as an endorsement of the Issuer or the solvency of the Issuer or economic and financial soundness or the quality of the Covered Bonds that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Covered Bonds.

Application has also been made to the Luxembourg Stock Exchange for **Covered Bonds** issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange.

References in this Base Prospectus to Covered Bonds being listed and all related references shall mean that such Covered Bonds have been admitted to trading on the Luxembourg Stock Exchange's regulated market and are intended to be listed on the Official List of the Luxembourg Stock Exchange's regulated market. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the 2014/65/EU (as amended, **MiFID II**).

The Programme also permits Covered Bonds to be issued on the basis that they will be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed between the Issuer, the Trustee (as defined below), the Arrangers (as defined below) and the relevant Dealer(s). The Issuer may also issue unlisted Covered Bonds and/or Covered Bonds not admitted to trading on any regulated or unregulated market.

The maximum aggregate nominal amount of all Covered Bonds from time to time outstanding under the Programme will not exceed €8 billion (or its equivalent in other currencies calculated as described in the Programme Agreement), subject to increase as described herein. The payment of all amounts due in respect of the Covered Bonds will constitute direct and unconditional obligations of the Issuer, in addition to having recourse to assets comprising the cover pool (the **Cover Pool**).

The Covered Bonds may be issued on a continuing basis to one or more of the Dealers specified under "*General Description of the Programme*" and any additional Dealer appointed under the Programme from time to time, which appointment may be for a specific issue or on an on-going basis (each a **Dealer** and together the **Dealers**). References in this Base Prospectus to the **relevant Dealer** shall, in the case of an issue of Covered Bonds being (or intended to be) subscribed by more than one Dealer, be to the lead manager of such issue and, in relation to an issue of Covered Bonds subscribed by one Dealer, be to such Dealer.

This Base Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Covered Bonds which are to be admitted to trading on a regulated market in the European Economic Area (the EEA) and will expire on 21 February 2024. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

Notice of the aggregate nominal amount of Covered Bonds, interest (if any) payable in respect of Covered Bonds, the issue price of Covered Bonds and certain other information which is applicable to each Tranche (as defined under "*Terms and Conditions of the Covered Bonds*") of Covered Bonds will be set out in a final terms document (the **Final Terms**) which will be filed with the CSSF. Copies of Final Terms in relation to Covered Bonds to be listed on the Luxembourg Stock Exchange will also be published on the website of the Luxembourg Stock Exchange (https://www.luxse.com). The Issuer has been rated Caa1(long-term) and NP (short-term) by Moody's Investors Cyprus Limited, B- (long-term) and B (short-term) by Standard and Poor's Credit Market Services Italy, Srl (**S&P**) and CCC+ (long term) and C (short-term) by Fitch Ratings Limited (**Fitch**). Each of Moody's, S&P and Fitch is established in the European Union and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). As such each of Moody's, S&P and Fitch is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at https://www.esma.europa.eu/supervision/credit-rating-agencies/risk) in accordance with the CRA Regulation. Covered Bonds issued under the Programme may be rated by Moody's (or such other ratings that may be agreed by the Rating Agencies from time to time) or unrated. Where a Tranche of Covered Bonds is rated, such rating will be disclosed in the Final Terms and will not necessarily be the same as the rating assigned to the Programme by the relevant rating agency. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Interest and/or other amounts payable under the Covered Bonds may be calculated by reference to EURIBOR which constitute "benchmarks" under Regulation (EU) 2016/1011 (the **EU Benchmarks Regulation**) and SONIA as specified in the relevant Final Terms. As at the date of this Base Prospectus, the administrator EURIBOR ((**European Money Markets Institute**) is included in European Securities and Markets Authority's (**ESMA**) register of administrators under Article 36 the EU Benchmarks Regulation. The administrator of SONIA is not included in the ESMA's register of administrators under Article 36 of the EU Benchmarks Regulation.

---

[1] No new Covered Bonds will be issued unless and until the board of directors of the Issuer has authorised the issuance of Covered Bonds under the European Covered Bonds (Premium) label, with such authorisation expected to occur on or around 23 February 2023.

Investing in Covered Bonds issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of the Issuer to fulfil its obligations in respect of the Covered Bonds are discussed under "*Risk Factors*" below. Please review and consider the risk factors beginning on page 4 of this Base Prospectus carefully before you purchase any Covered Bonds.

Arrangers

Barclays and Alpha Bank S.A.

Dealers

Barclays and Alpha Bank S.A.

(or to be selected from time to time in accordance with the terms of the Programme Agreement)

The date of this Base Prospectus is 21 February 2023

This document constitutes a base prospectus (the **Base Prospectus**) for the purposes of Article 8 of the Prospectus Regulation.

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Covered Bonds issued under the Programme and declares that, having taken all reasonable care to ensure that such is the case, to the best of its knowledge, the information contained in this Base Prospectus is in accordance with the facts and this Base Prospectus does not omit anything likely to affect the import of such information. Any information sourced from third parties contained in this Base Prospectus has been accurately reproduced (and is clearly sourced where it appears in the document) and, as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Copies of each Final Terms (in the case of Covered Bonds to be admitted to the Luxembourg Stock Exchange) will be available from the registered office of the Issuer and from the specified office of the Paying Agents for the time being in London or, in Luxembourg, at the office of the Luxembourg Listing Agent.

This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see the section entitled *"Documents Incorporated by Reference"* below). This Base Prospectus shall be read and construed on the basis that such documents are so incorporated and form part of this Base Prospectus.

Each Series (as defined herein) of Covered Bonds may be issued without the prior consent of the holders of any outstanding Covered Bonds (the **Covered Bondholders**) subject to the terms and conditions set out herein under "*Terms and Conditions of the Covered Bonds*" (the **Conditions**) as completed by the Final Terms. Each Series of Covered Bonds, including any outstanding Covered Bonds, are subject to the terms and conditions set out under the Conditions. This Base Prospectus must be read and construed together with any supplements hereto and with any information incorporated by reference herein and, in relation to any Series of Covered Bonds which is the subject of Final Terms, must be read and construed together with the relevant Final Terms. All Covered Bonds will rank *pari passu* and *pro rata* without any preference or priority among themselves, irrespective of their Series, except for the timing of repayment of principal and the timing and amount of interest payable.

The Issuer confirmed to the Dealers named under "*General Description of the Programme*" below that this Base Prospectus contains all information which is (in the context of the Programme, the issue, offering and sale of the Covered Bonds) material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made and are not misleading in any material respect; that this Base Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme, the issue and the offering and sale of the Covered Bonds) not misleading in any material respect; and that all proper enquiries have been made to verify the foregoing.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by the Issuer or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer or any Dealer.

Neither the Arrangers, the Dealers, the Trustee, the Agents, the Account Bank (each as defined herein) nor any of their respective affiliates have authorised the whole or any part of this Base Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus. Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Covered Bond shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently supplemented or that there has been no adverse change, or any

event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer since the date thereof or, if later, the date upon which this Base Prospectus has been most recently supplemented, or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Covered Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer, and each of the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Covered Bonds and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Covered Bonds, see "*Subscription and Sale*". In particular, Covered Bonds have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the **Securities Act**) and are subject to U.S. tax law requirements. Subject to certain exceptions, Covered Bonds may not be offered, sold or delivered within the United States or to U.S. persons. Covered Bonds may be offered and sold outside the United States in reliance on Regulation S under the Securities Act (**Regulation S**).

IMPORTANT – PROHIBITION OF SALES EEA RETAIL INVESTORS – If the Final Terms in respect of any Covered Bonds includes a legend entitled "*Prohibition of Sales to EEA Retail Investors*", the Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, MiFID II); or (ii) a customer within the meaning of (EU) 2016/97 (the Insurance Distribution Directive), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the PRIIPs Regulation) for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

IMPORTANT – PROHIBITION OF SALES UK RETAIL INVESTORS – If the Final Terms in respect of any Covered Bonds includes a legend entitled "*Prohibition of Sales to UK Retail Investors*", the Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Covered Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

MIFID II PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms in respect of any Covered Bonds will include a legend entitled "*MiFID II product governance*" which will outline the target market assessment in respect of the Covered Bonds and which channels for distribution of the Covered Bonds are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a **distributor**) should take into consideration the target market assessment; however, a distributor subject to MiFID II is

responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the Product Governance rules under EU Delegated Directive 2017/593 (the **MiFID II Product Governance Rules**), any Dealer subscribing for any Covered Bonds is a manufacturer in respect of such Covered Bonds, but otherwise neither the Arranger nor the Dealer(s) nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID II Product Governance Rules.

UK MiFIR PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms in respect of any Covered Bonds will include a legend entitled UK MiFIR Product Governance which will outline the target market assessment in respect of the Covered Bonds and which channels for distribution of the Covered Bonds are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a distributor) should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Covered Bonds is a manufacturer in respect of such Covered Bonds, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Covered Bonds and should not be considered as a recommendation by the Issuer, the Arrangers, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Covered Bonds. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

Each investor contemplating investing in any Covered Bond should: (i) determine for itself the relevance of the information contained in (including incorporated by reference into) this Base Prospectus, (ii) make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and such Covered Bonds and (iii) make its own determination of the suitability of any such investment in light of its own circumstances, with particular reference to its own investment objectives and experience, and any other factors that are relevant to it in connection with such investment, in each case, based upon such investigation as it deems necessary.

The maximum aggregate principal amount of Covered Bonds outstanding at any one time under the Programme will not exceed €8 billion (and for this purpose, the principal amount outstanding of any Covered Bonds denominated in another currency shall be converted into euro at the date of the agreement to issue such Covered Bonds (calculated in accordance with the provisions of the Programme Agreement)). The maximum aggregate principal amount of Covered Bonds which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Programme Agreement (as defined under "*Subscription and Sale*").

In this Base Prospectus, unless otherwise specified, references to a **Member State** are references to a Member State of the European Economic Area, references to **€**, **EUR** or **euro** are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community as amended.

In this Base Prospectus, all references to **Greece** or to the **Greek State** are to the Hellenic Republic.

This Base Prospectus has been prepared on the basis that any offer of Covered Bonds in any Member State of the European Economic Area or the UK which has implemented the Prospectus Regulation (the **Member**

State) must be made pursuant to an exemption under the Prospectus Regulation, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Covered Bonds. Accordingly any person making or intending to make an offer to the public of Covered Bonds in that Relevant Member State, may only do so in circumstances in which no obligation arises for the Issuer, the Arrangers or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer to the public. Neither the Issuer, the Arrangers nor any Dealer has authorised, nor do they authorise, the making of any offer of Covered Bonds in circumstances in which an obligation arises for the Issuer, the Arrangers or any Dealer to publish or supplement a prospectus for such offer to the public.

In connection with the issue of any Series of Covered Bonds, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Final Terms may over allot Covered Bonds or effect transactions with a view to supporting the market price of the Covered Bonds at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Series of Covered Bonds is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Covered Bonds and 60 days after the date of the allotment of the relevant Tranche of Covered Bonds. Any stabilisation or over allotment must be conducted by the relevant Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

The Covered Bonds may not be a suitable investment for all investors

Each potential investor in the Covered Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(a) have sufficient knowledge and experience to make a meaningful evaluation of the Covered Bonds, the merits and risks of investing in the Covered Bonds and the information contained or incorporated by reference in this Base Prospectus and any applicable supplement and/or the applicable Final Terms;

(b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Covered Bonds and the impact the Covered Bonds will have on its overall investment portfolio;

(c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Covered Bonds, including Covered Bonds with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

(d) understand thoroughly the terms of the Covered Bonds and be familiar with the behaviour of any relevant indices and financial markets; and

(e) be able to evaluate (either alone or with the help of financial and/or legal advisers) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Covered Bonds are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Covered Bonds which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Covered Bonds will perform under changing conditions, the resulting effects on the value of the Covered Bonds and the impact this investment will have on the potential investor's overall investment portfolio.

Unless otherwise specified herein, all references in this Base Prospectus to the "**Group**" are to Alpha Bank S.A. and its subsidiaries and subsidiary undertakings from time to time.

Any references to "**Holdings Group**" are to Alpha Services and Holdings S.A. and its subsidiaries and subsidiary undertakings from time to time. Following the Hive Down (as described in "*The Issuer and the Group – Hive Down*" and as defined below), Alpha Holdings (which, prior to the Hive Down, was called Alpha Bank S.A.) became the holding company of the Group and the Issuer was incorporated and registered in the Hellenic Republic as the operating company of the Group. Alpha Holdings is the parent of the Issuer and owns all of its shares.

All references in this Base Prospectus to Alpha Holdings and the Issuer should be read and construed in accordance with the Hive Down. Accordingly, references in this Base Prospectus to Alpha Holdings or to the Issuer in relation to events or actions that took place prior to the completion of the Hive Down are references to Alpha Bank S.A. (as that company existed and operated at the relevant time).

All references in this Base Prospectus to:

- the **2019 Strategic Plan** are to the strategic plan of Alpha Holdings approved and announced by the Board of Directors of Alpha Holdings in November 2019; and

- the **Updated Strategic Plan** are to the updated strategic plan of Alpha Holdings and the Issuer approved and announced by the Board of Directors of Alpha Holdings on 24 May 2021.

All references in this Base Prospectus to **Greece** or to the **Greek state** are to the Hellenic Republic.

In this Base Prospectus, unless the contrary intention appears, a reference to a law or provision of a law is a reference to that law or provision as extended, amended or re-enacted.

TABLE OF CONTENTS

Page

General Description of the Programme 9
ProGramme Description 12
Risk Factors....39
Documents Incorporated by Reference....84
Terms and Conditions of the Covered Bonds 87
Forms of the Covered Bonds 133
Applicable Final Terms....138
Third Party Information 147
Insolvency of the Issuer 152
Use of Proceeds....153
Overview of the Greek Covered Bond Legislation....154
The Issuer and the Group 160
Business of the Group 177
Risk Management 192
Directors and Management 206
Selected Consolidated Financial Information of the Group....227
Overview of the Banking Services Sector in Greece 229
The Mortgage and Housing Market in Greece....231
Regulation and Supervision of Banks in Greece 240
Description of the Transaction Documents....295
Taxation 315
Subscription and Sale....318
General Information....324
Index....327

GENERAL DESCRIPTION OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Series or Tranche of Covered Bonds, the applicable Final Terms. The Issuer and any relevant Dealer may agree that Covered Bonds shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, if appropriate, a supplement to the Base Prospectus or a new Base Prospectus will be published.

Words and expressions defined in the "Terms and Conditions of the Covered Bonds" below or elsewhere in this Base Prospectus have the same meanings in this summary.

PRINCIPAL PARTIES

Issuer	Alpha Bank S.A. (**Alpha** or the **Issuer**) The Issuer was incorporated on 16 April 2021 and registered in the Hellenic Republic as a limited liability company (under G.E.MI. number 159029160000 and Tax Identification Number 996807331) operating under the laws of the Hellenic Republic.
Issuer Legal Entity Identifier (LEI)	213800DBQIB6VBNU5C64
Arrangers	Each of Barclays Bank Ireland PLC and Alpha Bank S.A. (together the **Arrangers** and, each of them, an **Arranger**).
Dealer(s)	Each of Barclays Bank Ireland PLC and Alpha and/or any other dealers appointed from time to time in accordance with the Programme Agreement.
Servicer	Alpha (in its capacity as the servicer and, together with any replacement servicer appointed pursuant to the Servicing and Cash Management Deed from time to time (the **Servicer**) will service the Loans and Related Security in the Cover Pool pursuant to the Servicing and Cash Management Deed. The Servicer shall also undertake certain notification and reporting services together with account handling services in relation to moneys from time to time standing to the credit of the Transaction Account and cash management activities (the **Servicing and Cash Management Services**) in accordance with the Servicing and Cash Management Deed and the Greek Covered Bond Legislation, including the calculation of the Statutory Tests and the Amortisation Test. See *"Servicing and collection procedures"* below.
Asset Monitor	A reputable firm of independent auditors and accountants appointed pursuant to the Asset Monitor Agreement in accordance with article 15 of the Covered Bond Law as an independent monitor to perform certain tests and recalculations in respect of, *inter alia*, (i) the Statutory Tests when required in accordance with the requirements of the Covered Bond Law and (ii) the Amortisation Test when required in accordance with the Servicing and Cash Management Deed. PricewaterhouseCoopers S.A. acting through its office at 260 Kifissias Avenue, GR-15232 Halandri,

	Greece has agreed to act as asset monitor (the **Asset Monitor**) pursuant to the Asset Monitor Agreement.
Account Bank	HSBC Bank plc acting through its office at 8 Canada Square, London E14 5HQ has agreed to act as account bank (the **Account Bank**) pursuant to the Bank Account Agreement. In the event that the Account Bank ceases to be an Eligible Institution, the Servicer will be obliged to transfer the Transaction Account to a credit institution with the appropriate minimum ratings. **Eligible Institution** means any bank whose Long-Term Bank Deposit rating is at least the Moody's Required Rating by Moody's (or such other ratings that may be agreed by the parties to the Bank Account Agreement and the Rating Agencies from time to time), provided that such ratings are always sufficient for the Covered Bonds to comply with Article 129(1)(c) of the Capital Requirements Regulation (EU) No.575/2013; **Moody's Required Rating** means a Long-Term Bank Deposit rating of Baa3 by Moody's;
Principal Paying Agent	HSBC Bank plc (the **Principal Paying Agent** and, together with any agent appointed from time to time under the Agency Agreement, the **Paying Agents**). The Principal Paying Agent will act as such pursuant to the Agency Agreement.
Transfer Agent	HSBC Bank plc has been appointed pursuant to the Agency Agreement as transfer agent (the **Transfer Agent**).
Registrar	HSBC Bank plc has been appointed pursuant to the Agency Agreement as registrar (the **Registrar**).
Trustee	HSBC Corporate Trustee Company (UK) Limited acting through its office at 8 Canada Square, London E14 5HQ (the **Trustee**) has been appointed to act as bond trustee for the Covered Bondholders in respect of the Covered Bonds and will also act as security trustee to hold the benefit of all security granted by the Issuer (on trust for itself, the Covered Bondholders and the other Secured Creditors) under the Deed of Charge and the Statutory Pledge granted pursuant to the Greek Covered Bond Legislation, acting also in its capacity as bondholder agent under the Covered Bond Law, performing its various duties and powers granted to it under the provisions of the Covered Bond Law to the benefit of the Covered Bondholders and the other Secured Creditors. See "*Security for the Covered Bonds*" below. **Covered Bond** means each covered bond issued or to be issued pursuant to the Programme Agreement and which is or is to be constituted under the Trust Deed, which covered bond may be represented by a Global Covered Bond or any Definitive Covered Bond and includes any replacements for a Covered Bond issued pursuant to Condition 12 (*Replacement of Covered Bonds, Coupons and Talons*). **Covered Bondholders** means the several persons who are for the time being holders of outstanding Covered Bonds (being, in the case of Bearer

	Covered Bonds, the bearers thereof and, in the case of Registered Covered Bonds, the several persons whose names are entered in the register of holders of the Registered Covered Bonds as the holders thereof) save that, in respect of the Covered Bonds of any Series, for so long as such Covered Bonds or any part thereof are represented by a Bearer Global Covered Bond deposited with a common depositary for Euroclear and Clearstream, Luxembourg, or so long as Euroclear or Clearstream, Luxembourg or its nominee is the registered holder of a Registered Global Covered Bond, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than Clearstream, Luxembourg, if Clearstream, Luxembourg shall be an accountholder of Euroclear and Euroclear, if Euroclear shall be an accountholder of Clearstream, Luxembourg), as the holder of a particular principal amount of the Covered Bonds of such Series shall be deemed to be the holder of such principal amount of such Covered Bonds (and the holder of the relevant Global Covered Bond shall be deemed not to be the holder) for all purposes other than with respect to the payment of principal or interest on such principal amount of such Covered Bonds.
Hedging Counterparties	The Issuer may, from time to time, enter into Hedging Agreements with various swap providers to hedge certain currency and/or other risks (each a **Covered Bond Swap Provider**) and interest risks (each an **Interest Rate Swap Provider** and, together with the Covered Bond Swap Providers, the **Hedging Counterparties** and each a **Hedging Counterparty**) associated with the Covered Bonds. The Hedging Counterparties will act as such pursuant to the relevant Hedging Agreements (as defined herein). Each Hedging Counterparty will be required to satisfy the conditions under Article 13 of the Covered Bond Law and under Section F of Chapter III of the Secondary Greek Covered Bond Legislation.
Listing Agent	Banque Internationale à Luxembourg SA acting through its offices at 69 route d'Esch, Luxembourg L-2963, Luxembourg (the **Luxembourg Listing Agent**).
Rating Agencies	In respect of each Series of Covered Bonds, Moody's Investors Service Limited (**Moody's**) and any other rating agency rating such Series of Covered Bonds as specified in the applicable Final Terms (the **Rating Agencies** and each a Rating Agency).

PROGRAMME DESCRIPTION

Description	Alpha €8 billion Direct Issuance Global Covered Bond Programme II.
Programme Amount	Up to €8 billion (or its equivalent in other currencies determined as described in the Programme Agreement) outstanding at any time as described herein. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Issuance in Series	Covered Bonds will be issued in Series, but on different terms from each other, subject to the terms set out in the relevant Final Terms in respect of such Series. Save in respect of the first issue of Covered Bonds, Covered Bonds issued under the Programme will either be fungible with an existing Series of Covered Bonds or have different terms from an existing Series of Covered Bonds (in which case they will constitute a new Series). The Issuer will issue Covered Bonds without the prior consent of the Covered Bondholders pursuant to Condition 16 (*Further Issues*). As used herein, **Tranche** means Covered Bonds which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Covered Bonds together with any further Tranche or Tranches of Covered Bonds which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices. **Interest Commencement Date** means, in the case of interest-bearing Covered Bonds, the date specified in the applicable Final Terms from (and including) which the relevant Covered Bonds will accrue interest.
Final Terms	Final terms (the **Final Terms**) will be issued and published in accordance with the terms and conditions set out herein under "*Terms and Conditions of the Covered Bonds*" (the **Conditions**) prior to the issue of each Series or Tranche detailing certain relevant terms thereof which, for the purposes of that Series only, complete the Conditions and the Base Prospectus and must be read in conjunction with the Conditions and the Base Prospectus. The terms and conditions applicable to any particular Series are the Conditions completed by the relevant Final Terms.
Conditions Precedent to the Issuance of a new Series or Tranche of Covered Bonds	It is a condition precedent to the issuance of a new Series or Tranche of Covered Bonds that (i) there is no Issuer Event outstanding and that such issuance would not cause an Issuer Event, (ii) such issuance would not result in a breach of any of the Statutory Tests, (iii) the Rating Agencies have been notified of such issuance, (iv) such issuance has been notified to the Bank of Greece in accordance with Article 20(4) of the Covered Bond Law and (v) if applicable, in respect of that Series or Tranche, a Hedging Agreement is entered into.
Proceeds of the Issue of Covered Bonds	The gross proceeds from each issue of Covered Bonds will be used by the Issuer to fund its general corporate purposes.

Form of Covered Bonds	The Covered Bonds will be issued in either bearer or registered form, see "*Forms of the Covered Bonds*". Registered Covered Bonds will not be exchangeable for Bearer Covered Bonds and vice versa.
Issue Dates	The date of issue of a Series or Tranche as specified in the relevant Final Terms (each, the **Issue Date** in relation to such Series or Tranche).
Specified Currency	Subject to any applicable legal or regulatory restrictions, such currency or currencies as may be agreed from time to time by the Issuer and the relevant Dealer(s) (as set out in the applicable Final Terms).
Denominations	The Covered Bonds will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and set out in the applicable Final Terms. The minimum denomination of each Covered Bond will be at least €100,000 (or, if the Covered Bonds are denominated in a currency other than Euro, at least the equivalent amount in such currency) or such other higher amount as is required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.
Redenomination	Certain Covered Bonds may be redenominated in Euro in accordance with the redenomination provisions set out in Condition 6.8 (*Redenomination*). The applicable Final Terms will set out whether the redenomination provisions of Condition 6.8 (*Redenomination)* are applicable to a particular Series of Covered Bonds.
Fixed Rate Covered Bonds	The applicable Final Terms may provide that certain Covered Bonds will bear interest at a fixed rate (**Fixed Rate Covered Bonds**), which will be payable on each Interest Payment Date and on the applicable redemption date and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s) (as set out in the applicable Final Terms).
Floating Rate Covered Bonds	The applicable Final Terms may provide that certain Covered Bonds bear interest at a floating rate (**Floating Rate Covered Bonds**). Floating Rate Covered Bonds will bear interest at a rate determined: (a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the ISDA Definitions; or (b) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or (c) on such other basis as may be agreed between the Issuer and the relevant Dealer(s), as set out in the applicable Final Terms. The margin (if any) relating to such floating rate (the **Margin**) will be agreed between the Issuer and the relevant Dealer(s) for each issue of Floating Rate Covered Bonds, as set out in the applicable Final Terms.

	ISDA Definitions means the 2006 ISDA Definitions, as published by ISDA.
Other provisions in relation to Floating Rate Covered Bonds	Floating Rate Covered Bonds may also have a Maximum Rate of Interest, a Minimum Rate of Interest or both (as indicated in the applicable Final Terms). Interest on Floating Rate Covered Bonds in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer(s), will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, in each case as may be agreed between the Issuer and the relevant Dealer(s) (as set out in the applicable Final Terms). **Interest Period** means, in accordance with Condition 5 (*Interest*), the period from (and including) an Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date. **Maximum Rate of Interest** means in respect of Floating Rate Covered Bonds the percentage rate per annum (if any) specified in the applicable Final Terms. **Minimum Rate of Interest** means in respect of Floating Rate Covered Bonds the percentage rate per annum (if any) specified in the applicable Final Terms.
Zero Coupon Covered Bonds	The applicable Final Terms may provide that Covered Bonds, bearing no interest (**Zero Coupon Covered Bonds**), may be offered and sold at a discount to their nominal amount.
Ranking of the Covered Bonds	All Covered Bonds will rank *pari passu* and *pro rata* without any preference among themselves, irrespective of their Series, for all purposes except for the timing of the repayment of principal and the timing and amount of interest payable.
Taxation	All payments of principal, interest and other proceeds (if any) on the Covered Bonds by or on behalf of the Issuer will be made free and clear of any withholding or deduction for, or on account of, any taxes, unless the Issuer is required by applicable law to make such a withholding or deduction. In the event that such withholding, or deduction is required by law, there will be no requirement to pay any additional amounts in respect of such withholding or deduction. See Condition 8 (*Taxation*).
Status of the Covered Bonds	The Covered Bonds are covered bonds eligible for the labal "European Covered Bond (Premium)" **(**in Greek "Ευρωπαϊκό Καλυμμένο Ομόλογο (Ανωτέρας Ποιότητας)" and are issued on an unconditional basis and in accordance with Law 4920/2022 (published in the Government Gazette No 74/15.04.2022), (the **Covered Bond Law**) and a decision nr. 215/03.02.2023 of the Executive Committee of the Bank of Greece issued pursuant to the Covered Bond Law (the **Secondary Greek Covered Bond Legislation** and, together with the Covered Bond Law, the **Greek Covered Bond Legislation**), provided that no new Covered Bonds will be issued unless and until the board of directors of the Issuer has authorised the issuance of Covered Bonds under the European Covered Bonds

	(Premium) label, with such authorisation expected to occur on or around 23 February 2023. The Covered Bonds are backed by assets forming the Cover Pool of the Issuer and to the extent that such assets are governed by Greek law, have the benefit of a statutory pledge established by operation of law pursuant to Article 14(2) of the Covered Bond Law (the **Statutory Pledge**) by virtue of registration statement(s) filed with the Athens Pledge Registry (each a **Registration Statement**) pursuant to Article 14(4) of the Covered Bond Law. The form of the Registration Statement is defined in Ministerial Decision No 95630/8-9-2008 (published in the Government Gazette No 1858/B/12-9-2008) of the Minister of Justice. See also "*Overview of the Greek Covered Bond Legislation*" below.
Payments on the Covered Bonds	Payments on the Covered Bonds will be direct and unconditional obligations of the Issuer. Prior to an Issuer Event and prior to service of a Notice of Default, on each Interest Payment Date, the Issuer will apply any funds available to it (including, but not limited to, funds arising in relation to the assets comprised in the Cover Pool) to pay all items which are listed in the Pre Event of Default Priority of Payment. After the occurrence of an Issuer Event (but prior to service of a Notice of Default) on each Programme Payment Date, the Servicer will apply the Covered Bonds Available Funds in accordance with the Pre Event of Default Priority of Payments. After the service of a Notice of Default, all funds deriving from the Cover Pool Assets, the Transaction Documents and standing to the credit of the Transaction Account shall be applied on any Athens Business Day in accordance with the Post Event of Default Priority of Payments. See also "*Priority of Payments following the delivery of a Notice of Default*" below.
Security for the Covered Bonds	In accordance with the Greek Covered Bond Legislation, by virtue of the Transaction Documents and pursuant to any Registration Statement, the Cover Pool and all cashflows derived therefrom (including any amounts standing to the credit of the Collection Account or the Third Party Collection Account) will be available to satisfy the obligations of the Issuer to the Covered Bondholders and the other Secured Creditors in priority to the Issuer's obligations to any other creditors, until the repayment in full of the Covered Bonds. Pursuant to the Deed of Charge, security will be created for the benefit of the Trustee on behalf of the Secured Creditors in respect of the Hedging Agreements, the other English law governed Transaction Documents (other than the Deed of Charge and the Trust Deed) and the Asset Monitor Agreement. **Secured Creditors** means the Covered Bondholders, the Couponholders, the Trustee, any Receiver, any Appointee, the Asset Monitor, the Account Bank, the Agents, the Servicer, the Hedging Counterparties and any other creditor of the Issuer pursuant to any transaction document entered into in the course of the Programme having recourse to the Cover Pool. **Receiver** means any person or persons appointed (and any additional person or persons appointed or substituted) as an administrative receiver,

	receiver, manager, or receiver and manager of the Charged Property by the Trustee pursuant to the Deed of Charge. **Agents** means the Paying Agents, the Registrar, the Transfer Agents and any Calculation Agent. **Charged Property** means the property, assets and undertakings charged by the Issuer pursuant to Clause 3 of the Deed of Charge together with, where applicable, the property pledged pursuant to the Statutory Pledge.
Cross-collateralisation and Recourse	By operation of the Covered Bond Law and in accordance with the Transaction Documents, the Cover Pool Assets shall form a single portfolio, irrespective of the date of assignment to the Cover Pool and shall be held for the benefit of the Covered Bondholders and the other Secured Creditors irrespective of the Issue Date of the relevant Series. The Covered Bondholders and the other Secured Creditors shall have recourse to the Cover Pool. The Cover Pool Assets may not be seized or attached in any form by creditors of the Issuer other than by the Trustee on behalf of the Covered Bondholders and the other Secured Creditors. In order to ensure that the Cover Pool is, at any time, sufficient to meet the payment obligations of the Issuer under the Covered Bonds, the Issuer shall be entitled, within certain limits and upon certain conditions, to effect certain changes to the Cover Pool Assets comprising the Cover Pool. See "*Optional changes to the Cover Pool*" below.
Issue Price	Covered Bonds of each Series may be issued at par or at a premium or discount to par on a fully-paid basis (in each case, the **Issue Price** for such Series or Tranche) as specified in the relevant Final Terms in respect of such Series.
Interest Payment Dates	In relation to any Series of Covered Bonds, the Interest Payment Dates will be specified in the applicable Final Terms (as the case may be).
Programme Payment Date	The 20th calendar day of January, April, July and October of each year and if such day is not an Athens Business Day, the first Athens Business Day thereafter or, following the occurrence of an Issuer Event and for so long as an Issuer Event is continuing, the 20th calendar day of each month of each year and if such day is not an Athens Business Day, the first Athens Business Day thereafter (the **Programme Payment Date**). **Athens Business Day** means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Athens.
Redemption:	The applicable Final Terms will indicate either that the relevant Series of Covered Bonds cannot be redeemed prior to their stated maturity or that such Series of Covered Bonds can be redeemed prior to their stated maturity for taxation reasons in the manner set out in Condition 7 (*Redemption and Purchase*), or that such Covered Bonds will be redeemable at the option of the Issuer and/or the Covered Bondholders upon giving notice to the Covered Bondholders or the Issuer (as the case

may be), on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer(s) (as set out in the applicable Final Terms).

Unless previously redeemed or purchased and cancelled, each Covered Bond will be redeemed by the Issuer at least 100 per cent. of its nominal value on its scheduled maturity date.

Final maturity and extendable obligations under the Covered Bonds:

The final maturity date for each Series (the **Final Maturity Date**) will be specified in the relevant Final Terms as agreed between the Issuer and the relevant Dealer(s). Unless specified otherwise in the Final Terms or previously redeemed as provided in the Conditions, the Covered Bonds of each Series will be redeemed at their Principal Amount Outstanding on the relevant Final Maturity Date or (as described below), such Covered Bonds will become Pass Through Covered Bonds. If the Covered Bonds are not redeemed in full on the relevant Final Maturity Date this will constitute an Issuer Event upon which the Covered Bonds will become Pass Through Covered Bonds with an Extended Final Maturity Date. If the Covered Bonds are not redeemed in full on the Extended Final Maturity Date, then the Trustee shall serve a Notice of Default on the Issuer pursuant to Condition 10 (*Events of Default and Enforcement*). Following the service of a Notice of Default the Covered Bonds of each Series shall become immediately due and payable.

The applicable Final Terms may also provide that the Issuer's obligations under the relevant Covered Bonds to pay the Principal Amount Outstanding on the relevant Final Maturity Date may be deferred past the Final Maturity Date until the extended final maturity date (as specified in the applicable Final Terms) (such date the **Extended Final Maturity Date**). In such case, such deferral will occur automatically if the Issuer fails to pay any amount representing the amount due on the Final Maturity Date as set out in the Final Terms (the **Final Redemption Amount**) in respect of the relevant Series of Covered Bonds on their Final Maturity Date provided that, any amount representing the Final Redemption Amount due and remaining unpaid on the Final Maturity Date may be paid by the Issuer on any Interest Payment Date thereafter up to (and including) the relevant Extended Final Maturity Date. Interest will continue to accrue and be payable on any unpaid amounts on each Interest Payment Date up to the Extended Final Maturity Date in accordance with Condition 5 (*Interest*) and the Issuer (or the Servicer on its behalf) will make payments on each relevant Interest Payment Date and Extended Final Maturity Date.

The Final Redemption Amount will not be less than the Principal Amount Outstanding of the relevant Covered Bonds.

Principal Amount Outstanding means in respect of a Covered Bond on any day the principal amount of that Covered Bond on the relevant Issue Date thereof less principal amounts received by the relevant Covered Bondholder in respect thereof on or prior to that day provided that the Principal Amount Outstanding in respect of a Covered Bond that has been purchased and cancelled by the Issuer or any Subsidiary of the Issuer shall be zero.

Accumulation Covered Bonds

Following an Issuer Event, each Series of Covered Bonds where on any relevant date, the Final Maturity Date of such Series of Covered Bonds is not more than 6 months following such date, shall be Accumulation Covered Bonds.

In relation to each Series of Accumulation Covered Bonds, the Issuer shall credit an amount equal to the relevant Pro Rata Accumulation Amount to the relevant Accumulation Sub-Ledger on each Programme Payment Date prior to the Final Maturity Date of such series of Covered Bonds. Amounts credited to the relevant Accumulation Sub-Ledger will be used to pay amounts due in respect of the Final Redemption Amount in respect of the relevant series of Accumulation Covered Bonds on their Final Maturity Date.

Pro Rata Accumulation Amount

Pro Rata Accumulation Amount means in respect of any relevant Series of Accumulation Covered Bonds on each Programme Payment Date an amount equal to

$$A \times \frac{B}{C}$$

Where

A = the Covered Bonds Available Funds on such Programme Payment Date minus all amounts due in respect of items (a) to (g) of the Pre Event of Default Priority of Payments;

B = the Euro Equivalent of the Principal Amount Outstanding of the relevant Series of Accumulation Covered Bonds less any amount credited to the Accumulation Sub-Ledger in respect of such Series on such Programme Payment Date; and

C = the aggregate of the Euro Equivalent of the Principal Amount Outstanding of all Pass Through Covered Bonds and Accumulation Covered Bonds which are paid *pari passu* with the relevant Series of Accumulation Covered Bonds paid in accordance with paragraph (h) of the Pre Event of Default Priority of Payments, minus any amounts standing to the credit of the Accumulation Ledger on such Programme Payment Date.

Pass Through Covered Bonds

On and following an Issuer Event, those Covered Bonds in respect of which the Final Redemption Amount has not been paid in full on the Final Maturity Date (taking into account any grace periods); and following a breach of the Amortisation Test, all outstanding Series of Covered Bonds will become Pass Through Covered Bonds.

Upon a Series of Covered Bonds becoming a Series of Pass Through Covered Bonds, the Issuer will pay principal amounts on each such Series to the extent it has amounts available for the purpose in accordance with the Pre Event of Default Priority of Payments on each Interest Payment Date until such Series is redeemed in full.

Ratings	Each Series issued under the Programme may be assigned a rating by each of the Rating Agencies as set out in the applicable Final Terms.
Approval, listing and admission to trading	Application has been made to the CSSF to approve this document as a base prospectus. Application has also been made to the Luxembourg Stock Exchange for Covered Bonds issued under the Programme after the date hereof to be admitted to trading on the regulated market of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange. Covered Bonds may be unlisted or may be listed or admitted to trading, as the case may be, on other stock exchanges or markets agreed between the Issuer, the Trustee and the relevant Dealer(s) in relation to each issue. The Final Terms relating to each Tranche of the Covered Bonds will state whether or not the Covered Bonds are to be listed and/or admitted to trading and, if so, on which other stock exchanges or markets.
Clearing Systems	Euroclear Bank SA/NV (**Euroclear**), and/or Clearstream Banking, *société anonyme* (**Clearstream, Luxembourg**) in relation to any Series of Covered Bonds or any other clearing system as may be specified in the relevant Final Terms.
Selling Restrictions	There are restrictions on the offer, sale and transfer of the Covered Bonds in the United States, the European Economic Area (including the United Kingdom, the Hellenic Republic and Luxembourg) and Japan and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Covered Bonds. See "*Subscription and Sale*" below.
United States Selling Restrictions	Bearer Covered Bonds will be issued in compliance with U.S. Treasury Regulation §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the Code)) (the **D Rules**), unless (i) the relevant Final Terms state that the Bearer Covered Bonds are issued in compliance with U.S. Treasury Regulation §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (the C Rules), or (ii) the Bearer Covered Bonds are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Bearer Covered Bonds will not constitute "registration required obligations" under the U.S. Tax Equity and Fiscal Responsibility Act of 1982 (**TEFRA**), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.
Greek Covered Bond Legislation	The Covered Bonds will be issued pursuant to the Greek Covered Bond Legislation. For further information on the Greek Covered Bond Legislation, see "*Overview of the Greek Covered Bond Legislation*" below.
Governing law	The Servicing and Cash Management Deed, the Trust Deed, the Deed of Charge, the Agency Agreement, the Bank Account Agreement, the Programme Agreement, each Subscription Agreement and each Hedging

Agreement and any non-contractual obligations arising out of or in connection with any of them will be governed by, and construed in accordance with, English law. The Asset Monitor Agreement will be governed by and construed in accordance with Greek law.

The Covered Bonds and any non-contractual obligations arising out of or in connection with any of them will be governed by and construed in accordance with English law, save that the Statutory Pledge referred to in Condition 3 (*Status of the Covered Bonds*), will be governed by and construed in accordance with Greek law.

CREATION AND ADMINISTRATION OF THE COVER POOL

The Cover Pool

Pursuant to the Greek Covered Bond Legislation, the Issuer will be entitled to create the Statutory Pledge over the Cover Pool Assets.

By virtue of the Registration Statement(s) filed with the Athens Pledge Registry on or prior to the Issue Date for the first Series of Covered Bonds, the Issuer shall segregate the Cover Pool in connection with the issuance of Covered Bonds for the satisfaction of the rights of the Covered Bondholders and the other Secured Creditors. See "*Principal Description of the Documents*" – "*The Servicing and Cash Management Deed*".

CHANGES TO THE COVER POOL

Optional changes to the Cover Pool

The Issuer shall be entitled, subject to filing a Registration Statement so providing and subject to the satisfaction of the requirements in the Servicing and Cash Management Deed, to allocate to the Cover Pool Additional Cover Pool Assets and/or remove or substitute Cover Pool Assets.

Any further assets added to the Cover Pool at the option of the Issuer shall form part of the Cover Pool.

Upon any addition to the Cover Pool of any Additional Cover Pool Assets where the relevant transfer date is also an Issue Date or the Issuer ceases to have the Minimum Credit Ratings, the Issuer shall deliver a solvency certificate stating that the Issuer is, at such time, solvent.

Issuer Insolvency Event means in relation to the Issuer:

(a) an order is made or an effective resolution passed for the liquidation or winding up of the Issuer, except for the purposes of a reconstruction, amalgamation or merger or following the transfer of all or substantially all of the assets of the relevant entity;

(b) the Issuer stops or shall be unable to, or shall admit inability to, pay its debts as they fall due, or shall be adjudicated or found bankrupt or insolvent by a court of competent jurisdiction;

(c) a receiver, trustee or other similar official shall be appointed in relation to the Issuer or in relation to the whole or over half of the assets of the Issuer or an encumbrancer shall take possession of the whole or over half of the assets of the Issuer, or a distress or execution or other process shall be levied or enforced upon or sued out against the whole or (in the opinion of the Trustee) a substantial part of the assets of the Issuer and in any of the foregoing cases it or he shall not be discharged within 60 days;

(d) the imposition on the Issuer of resolution measures in accordance with articles 37ff of Greek law 4335/2015; or

(e) a supervisor (**Epitropos**) of the Issuer is appointed in accordance with article 137 of Greek law 4261/2014 or Issuer is placed in liquidation in accordance with article 145 of Greek law 4261/2014.

Greek Bankruptcy Code means Greek law 3588/2007, as amended and currently in force.

Minimum Credit Rating means a long term credit rating of at least Ba3 by Moody's.

Rating Agency Confirmation means a confirmation in writing by Moody's that the then current ratings of the Covered Bonds will not be adversely affected by or withdrawn as a result of the relevant event or matter (and in the case of any other Rating Agency, such Rating Agency has been notified).

Disposal of the Loan Assets

Following the occurrence of an Issuer Event which is continuing (but prior to the service of a Notice of Default), the Servicer, or any person appointed by the Servicer, acting in the name and on behalf of the Issuer, or the Trustee, as the case may be, will be obliged to try to sell in whole or in part the Loan Assets in accordance with the provisions of the Servicing and Cash Management Deed. The proceeds from any such sale will be credited to the Transaction Account and applied in accordance with the relevant Pre Event of Default Priority of Payments.

In certain circumstances the Issuer shall have the right to prevent the sale of Loan Assets to third parties by removing the Loan Assets made subject to sale from the Cover Pool and transferring within ten Athens Business Days from the receipt of an offer letter, to the Transaction Account, an amount equal to the then Outstanding Principal Balance of the Selected Loans and the relevant portion of all arrears of interest and accrued interest relating thereto, subject to the provision of a solvency certificate. See "*Description of the Transaction Documents – Servicing and Cash Management Deed*".

The Issuer may also participate in any process pursuant to which Loan Assets are offered for sale to third parties by submitting a bid for such assets in accordance with the sale process undertaken with respect to the relevant Loan Assets.

Following the occurrence of an Event of Default and service of a Notice of Default, the Trustee may (and shall if directed by the Covered Bondholders) direct the Servicer to dispose of part or all of the Cover Pool. The Cover Pool Assets shall include any Selected Loans which have previously been selected for disposal in relation to any Series of Covered Bonds but which have not yet been sold.

Undertakings of the Issuer in respect of the Cover Pool

Pursuant to the Transaction Documents, the Issuer or the Servicer undertakes to manage the Cover Pool in the interest of the Covered Bondholders and the other Secured Creditors and undertakes to take in a timely manner, any actions required in order to ensure that the servicing of the Loan Assets is conducted in accordance with the collection policy and recovery procedure applicable to the Issuer.

Representations and Warranties of the Issuer

Under the Servicing and Cash Management Deed, the Issuer has made and will make certain representations and warranties regarding itself and the Cover Pool Assets including, *inter alia*:

(a) its status, capacity and authority to enter into the Transaction Documents and assume the obligations expressed to be assumed by it therein;

(b) the legality, validity, binding nature and enforceability of the obligations assumed by it;

(c) the existence of the Cover Pool Assets;

(d) the absence of any lien attaching to the Cover Pool Assets;

(e) its full, unconditional, legal title to the Cover Pool Assets; and

(f) the validity and enforceability against the relevant debtors of the obligations from which the Cover Pool Assets arise.

Eligibility Criteria

Each Loan Asset to be included in the Cover Pool shall comply with the following criteria (the **Eligibility Criteria**):

(a) each Loan is an existing loan made to Borrowers who are individuals, is denominated in Euro and made to Borrowers who are resident in a Member State of the European Union which has adopted the Euro;

(b) each Loan is governed by Greek law and the terms and conditions of such Loan do not provide for the jurisdiction of any court outside Greece;

(c) the nominal value of each Loan remains a debt, which has not been paid or discharged;

(d) in respect of any Loan that is granted to an employee of the Issuer (a **Staff Loan**), the inclusion of such Staff Loan would not cause the aggregate value of all Staff Loans in the Cover Pool to exceed 8 per cent. of the aggregate value of the Cover Pool;

(e) in respect of any Loan that is subsidised (a **Subsidised Loan**), the inclusion of such Subsidised Loan would not cause the aggregate value of all Subsidised Loans in the Cover Pool to exceed 3 per cent. of the aggregate value of the Cover Pool;

(f) each Loan is secured against completed properties only;

(g) each Loan is secured by a valid and enforceable first ranking mortgage and/or mortgage pre-notation over property located in Greece that may be used for residential purposes;

(h) notwithstanding (g) above, if the mortgage and/or mortgage pre-notation is lower ranking, (i) the Issuer has determined to its

satisfaction acting as a prudent mortgage lender that there are no actual claims capable of being made in connection with such prior ranking mortgages or pre-notations; or (ii) the Loans that rank higher have also been originated by the Issuer (or, as applicable, are Loans the legal and beneficial title to which are held by the Issuer) and are included in the Cover Pool;

(i) all lending criteria and preconditions applied by the relevant Originator's credit policy and customary lending procedures have been satisfied with regards to the granting of each Loan; and

(j) each Loan is either a fixed or floating rate Loan or a combination of both.

Originator means the Issuer, the Issuer, Ioniki Bank (M.A.E. registered number 6063/06/A/86/0), Emporiki Bank (G.E.MI. registered number 223901000, registered office at Sofokleous 11, 10559, Athens Greece) or any other credit institution originating mortgage loans acquired by the Issuer from time to time.

Monitoring of the Cover Pool

Prior to the occurrence of an Issuer Event, the Servicer shall verify that the following tests will apply:

(a) the Cover Pool satisfies the Nominal Value Test on each Calculation Date falling in January, April, July and October of each year;

(b) the Cover Pool satisfies the Net Present Value Test on each Calculation Date falling in January, April, July and October of each year; and

(c) the Cover Pool satisfies the Interest Coverage Test on each Calculation Date falling in January, April, July and October of each year,

(collectively, the **Statutory Tests** and each a **Statutory Test**).

Calculation Date means the Athens Business Day which falls five Athens Business Days prior to each Programme Payment Date.

Statutory Tests

Pursuant to the Greek Covered Bond Legislation, the Cover Pool is subject to the Statutory Tests as set out in the Covered Bond Law, as this may be supplemented by a decision of the Bank of Greece to be issued pursuant to and on the basis of the Covered Bond Law.

Failure of the Issuer to cure a breach of any one of the Statutory Tests within five Athens Business Days will result in (i) an Issuer Event and (ii) the Issuer not being able to issue further Covered Bonds. See "*Description of the Transaction Documents – Servicing and Cash Management Deed*".

In addition, so long as any Covered Bonds remain outstanding, the Issuer will comply with the provisions of the Covered Bond Law.

Breach of Statutory Tests

If on a Calculation Date any one or more of the Statutory Tests (as set out above) being tested on such Calculation Date are not satisfied, the Issuer must cure any breach(es) of the relevant Statutory Tests within 5 Athens Business Days, failing which an Issuer Event shall occur.

The Issuer or (where Alpha is not the Servicer) the Servicer, as the case may be will immediately notify the Trustee of any breach of any of the Statutory Tests.

In the event that the Issuer breaches any Statutory Test, the Issuer will not be permitted to issue any further Covered Bonds until such time as such Statutory Test breach has been cured.

Amortisation Test

In addition to the Statutory Tests and pursuant to the Servicing and Cash Management Deed, after the occurrence of an Issuer Event and so long as a Notice of Default has not been served, the Cover Pool will be subject to the Amortisation Test. The Amortisation Test is intended to ensure that the Cover Pool Assets are sufficient to meet the obligations under all Covered Bonds outstanding together with senior expenses that rank in priority or *pari passu* with amounts due on the Covered Bonds.

The Amortisation Test will be tested by the Servicer on each Calculation Date following an Issuer Event. A breach of the Amortisation Test will cause all the Series of Covered Bonds to become Pass Through Covered Bonds.

The Issuer or (where Alpha is not the Servicer) the Servicer, as the case may be will immediately notify the Trustee of any breach of the Amortisation Test.

Amendment to definitions

The Servicing and Cash Management Deed will provide that the definitions of Cover Pool, Cover Pool Asset, Eligibility Criteria, Statutory Test and Amortisation Test may be amended by the Issuer (without the consent of the Trustee and/or the Covered Bondholders) from time to time as a consequence of, *inter alia*, including in the Cover Pool Additional Cover Pool Assets that are New Asset Types and/or changes to the hedging policies or servicing and collection procedures of Alpha and/or as a result of any updates, amendments or supplements to the Covered Bond Legislation, provided that Moody's has provided confirmation in writing that the ratings on the Covered Bonds would not be adversely affected within 15 days of such notification by, or withdrawn as a result of such amendment. The Servicing and Cash Management Deed shall set forth the conditions for any such amendment to be effected.

See "*Description of the Transaction Documents – Servicing and Cash Management Deed – Amendment to definitions* ".

Issuer Events

Prior to, or concurrent with the occurrence of an Event of Default, if any of the following events (each, an **Issuer Event**) occurs:

(a) an Issuer Insolvency Event;

(b) the Issuer fails to pay any principal on the Final Maturity Date or interest in respect of any Series of Covered Bonds within a period of seven Athens Business Days from the due date thereof;

(c) default is made by the Issuer in the performance or observance of any obligation, condition or provision binding on it (other than any obligation for the payment of amounts due under the Covered Bonds or Coupons of any Series) under the Trust Deed, the Deed of Charge or any other Transaction Document to which the Issuer is a party which, in the opinion of the Trustee, would have a materially prejudicial effect on the interests of the Covered Bondholders of any Series, and (except where such default is or the effects of such default are, in the opinion of the Trustee, not capable of remedy when no such continuation and notice as is hereinafter mentioned will be required) such default continues for 30 days (or such longer period as the Trustee may permit) after written notice has been given by the Trustee to the Issuer requiring the default to be remedied;

(d) any present or future Indebtedness in respect of moneys borrowed or raised in an amount of €15,000,000 or more (other than Indebtedness under this Programme) of the Issuer becomes due and payable prior to the stated maturity thereof as extended by any grace period originally applicable thereto; or if any present or future guarantee of, or indemnity given by the Issuer in respect of such Indebtedness is not honoured when called upon or within any grace period originally applicable thereto;

(e) if there is a breach of a Statutory Test on a Calculation Date and such breach is not remedied within five Athens Business Days; or

(f) if it is or will (in the opinion of the Trustee, having taken legal advice from a reputable firm of lawyers or a reputable legal expert) become unlawful or illegal for the Issuer to comply with any of its obligations under or in respect of the Covered Bonds or any of the Transaction Documents where such unlawfulness or illegality cannot be remedied and, in the case of an unlawfulness or illegality which can be remedied, is not remedied within 30 days after written notice has been given by the Trustee to the Issuer requiring the same to be remedied,

then (for as long as such Issuer Event is continuing) (i) no further Covered Bonds will be issued, (ii) the Servicer will procure that any and all payments due under the Cover Pool Assets are paid henceforth directly into the Transaction Account or the Third Party Collection Account (as applicable) in accordance with the Servicing and Cash Management Deed, (iii) all collections of principal and interest on the Cover Pool Assets will be dedicated exclusively to the payment of interest and repayment of principal on the Covered Bonds and to the fulfilment of the obligations of the Issuer vis-à-vis the Secured Creditors in accordance with the relevant Priority of Payments, (iv) if Alpha is the Servicer, its appointment as Servicer will be terminated and a Replacement Servicer will be appointed pursuant to the terms of the Servicing and Cash Management Deed and the

Greek Covered Bond Legislation and (v) the Servicer or, as applicable, the Replacement Servicer, appointed pursuant to the Servicing and Cash Management Deed will be obliged to sell in whole or in part the Loan Assets in accordance with the provisions of the Servicing and Cash Management Deed See "*Description of the Transaction Documents – Servicing and Cash Management Deed*".

Authorised Investments

Pursuant to the Servicing and Cash Management Deed, the Servicer is entitled in its discretion prior to an occurrence of an Issuer Event to draw sums from time to time standing to the credit of the Transaction Account for purchasing Authorised Investments. See "*Description of the Transaction Documents – Servicing and Cash Management Deed*".

Servicing and collection procedures

The Servicer will be responsible for the servicing of the Cover Pool, including, *inter alia*, for the following activities:

(a) collection and recovery in respect of each Cover Pool Asset;

(b) administration and management of the Cover Pool;

(c) management of any judicial or extra judicial proceeding connected to the Cover Pool;

(d) keeping accounting records of the amounts due and collected under the Loan Assets and the Hedging Agreements;

(e) preparation of quarterly reports relating to the relevant immediately preceding Programme Payment Period (the **Servicer Reports**) (to be submitted to the Issuer, the Trustee (if requested), the Asset Monitor and the Rating Agencies) on the amounts due by debtors, and on the collections and recoveries made in respect of the Loan Assets and Hedging Agreements; and

(f) carrying out the reconciliation of the amounts due and the amounts effectively paid by the Borrowers under the Loans on the relevant Programme Payment Date.

ACCOUNTS AND CASH FLOW STRUCTURE:

Collection Account

Prior to the occurrence of an Issuer Event which is continuing, Alpha will deposit on a daily basis within one Athens Business Day of receipt, all collections of interest and principal it receives on the Cover Pool Assets and all moneys received from Liquid Assets and Authorised Investments, if any, included in the Cover Pool into a segregated euro denominated account maintained at Alpha (the **Collection Account**). Alpha will not commingle any of its own funds and general assets with amounts standing to the credit of the Collection Account. For the avoidance of doubt, any cash amounts standing to the credit of the Collection Account shall not comprise part of the Cover Pool for the purposes of the Statutory Tests.

Prior to the occurrence of an Issuer Event which is continuing, the Servicer shall procure that all Subsidy Payments received from the OEK and/or the Greek State or any other Greek State owned entity in respect of the Subsidised Loans will be deducted from the applicable Subsidy Bank

Account and paid into the Collection Account within two Athens Business Days of receipt.

All amounts deposited in, and standing to the credit of, the Collection Account shall constitute segregated property distinct from all other property of Alpha pursuant to Article 14 of the Covered Bond Law.

Subsidy Payments means the aggregate of all amounts actually received from the OEK, the Greek State and any other Greek State owned entity representing the Subsidised Interest Amounts in respect of the Subsidised Loans comprised in the Cover Pool.

Subsidy Bank Account means the OEK Savings Account, the Alpha Bank BoG Account and any other bank accounts in the name of the OEK, the Greek State or any other Greek State owned entity maintained in respect of the Subsidised Loans with either the Bank of Greece, Alpha, the Replacement Servicer, or if the Replacement Servicer is not a Credit Institution, with the Credit Institution appointed by such Replacement Servicer in accordance with the Servicing and Cash Management Deed, as applicable.

OEK Savings Account means the savings bank account in the name of the OEK maintained in respect of the OEK Subsidised Loans with Alpha, the Replacement Servicer or, if the Replacement Servicer is not a Credit Institution, with the Credit Institution appointed by such Replacement Servicer in accordance with the Servicing and Cash Management Deed, as applicable.

Alpha Bank BoG Account means the bank account in the name of Alpha, maintained in respect of the State Subsidised Loans with the Bank of Greece.

Credit Institution means a credit institution for the purposes of Greek law 4261/2014 of the Hellenic Republic.

Transaction Account

On or about the Programme Closing Date, a separate Euro denominated account will be established with the Account Bank (the **Transaction Account**). Prior to the occurrence of an Issuer Event, Alpha will be entitled to withdraw amounts from time to time standing to the credit of the Transaction Account, if any, that are in excess of the sum of: (i) any cash amounts required to satisfy the Statutory Tests and (ii) the Liquidity Buffer Reserve Ledger Required Amount.

Following the occurrence of an Issuer Event (as defined above), the Servicer shall (i) procure that within two Athens Business Days of the occurrence of such Issuer Event, all collections of principal and interest on deposit in the Collection Account (or, if applicable, the Third Party Collection Account) are transferred to the Transaction Account and (ii) provide notification to all Borrowers that any and all future payments due under the Loan Assets are henceforth to be effected directly to a bank account opened in the name of the Issuer with the Replacement Servicer, a Greek Credit Institution or a Greek branch of a foreign Credit Institution (the **Third Party Collection Account**). The Servicer shall procure that all amounts deposited into the Third Party Collection Account shall be

transferred to the Transaction Account within three Athens Business Days of receipt and provide any requisite notice to procure that this occurs. Following an Issuer Event, the Transaction Account will be used for the crediting of, *inter alia*, in respect of the Cover Pool Assets:

(a) all amounts required to be paid to the Liquidity Buffer Reserve Ledger;

(b) any amounts received by the Issuer or the Servicer in respect of the Loan Assets and the Liquid Assets;

(c) all Subsidy Payments received from the OEK and/or the Greek State or any other Greek State owned entity;

(d) any amounts credited by the Issuer for effecting payments on the Covered Bonds;

(e) any amounts deposited by the Issuer to effect an optional substitution of Cover Pool Assets (including any amount deposited by the Issuer to prevent a sale of any Loan Assets to a third party);

(f) any amounts transferred by the Servicer in connection with the sale of Cover Pool Assets;

(g) all amounts paid to the Issuer by the Hedging Counterparties under the Hedging Agreements (other than Swap Collateral Excluded Amounts (if any)); and

(h) all amounts deriving from maturity or liquidation of Authorised Investments.

The Issuer (or the Servicer on its behalf) will maintain records in relation to the Transaction Account in accordance with the Transaction Documents.

Following the occurrence of an Issuer Event, the Issuer (or the Servicer on its behalf) shall transfer any amounts it receives in respect of any Cover Pool Assets (including any Subsidy Payments) to the Transaction Account within two Athens Business Days of receipt. See "*Description of the Transaction Documents – Servicing and Cash Management Deed*".

The Transaction Account will be maintained with the Account Bank for as long as the Account Bank is an Eligible Institution.

Liquidity Buffer Reserve Ledger means the ledger on the Transaction Account of such name maintained by the Servicer pursuant to the Servicing and Cash Management Deed.

Liquidity Buffer Reserve Ledger Required Amount means an amount calculated as at each Calculation Date falling in January, April, July and October of each year, equal to the maximum cumulative net liquidity outflow of the Programme over the next one hundred eighty (180) days following such Calculation Date, provided that for the purposes of calculating the maximum cumulative net liquidity outflows, the Principal Amount Outstanding of the Covered Bonds shall be deemed to be due on

the relevant Extended Final Maturity Date (where applicable) and not on the relevant Final Maturity Date.

Event of Default

If one of the following events (each an **Event of Default**) occurs, and is continuing:

(a) on the Extended Final Maturity Date, in respect of any Series of Covered Bonds or on any Interest Payment Date or any earlier date for redemption on which principal thereof is due and repayable, there is a failure to pay any amount of principal due on such Covered Bonds on such date and such default is not remedied within a period of seven days from the due date thereof; or

(b) on any Interest Payment Date, a default in the payment of the amount of interest due on any Series of Covered Bonds occurs and such default is not remedied within a period of fourteen (14) Athens Business Days from the due date thereof,

then the Trustee shall, upon receiving notice in writing from the Principal Paying Agent or any Covered Bondholder, serve a notice of default (a **Notice of Default**) on the Issuer.

Following the service of a Notice of Default, the Covered Bonds of each Series shall become immediately due and payable.

Following the service of a Notice of Default, the Trustee shall be entitled to direct the Servicer to dispose of part or all of the Cover Pool Assets. See "*Description of the Transaction Documents – Servicing and Cash Management Deed*".

Priority of Payments prior to the delivery of a Notice of Default

At any time upon or after the occurrence of any Issuer Event but prior to the delivery of a Notice of Default, the Servicer shall apply all Covered Bonds Available Funds on each Programme Payment Date in making the following payments and provisions in the following order of priority (the **Pre Event of Default Priority of Payments**) (in each case only if and to the extent that payments of a higher priority have been made in full):

(a) *first*, in or towards *satisfaction* of all amounts then due and payable or to become due and payable prior to the next Programme Payment Date to the Trustee or any Appointee (including remuneration or amounts by way of indemnity payable to it) under the provisions of the Trust Deed or any other Transaction Document together with interest and applicable VAT (or other similar taxes) thereon to the extent provided therein;

(b) *second*, to pay *pari passu* and *pro rata*, according to the respective amounts thereof, any additional fees, costs, expenses and taxes due and payable on the Programme Payment Date or to provide for all such amounts that will become due and payable prior to the next Programme Payment Date to the Trustee or any Appointee in order to fund any notice to be given to any parties in accordance with any of the Transaction Documents or to the Covered Bondholders in connection with the assignment and/or collection and/or management of the Cover Pool Assets;

(c) *third, pari passu* and *pro rata* according to the respective amounts thereof, to pay all amounts due and payable on the Programme Payment Date, or to provide for all such amounts that will become due and payable prior to the next Programme Payment Date, to the Account Bank and the Agents under the Bank Account Agreement and the Agency Agreement, respectively;

(d) *fourth*, *pari passu* and *pro rata*, according to the respective amounts thereof, (i) to pay the Servicer an amount equal to any amount representing the cost of Levy in respect of such Loans received from Borrowers, such amount to be used by the Servicer towards satisfaction of the Issuer's obligation to pay any Levy, and (ii) to pay all amounts due and payable on the Programme Payment Date, or to provide for all such amounts that will become due and payable prior to the next Programme Payment Date (and for which payment has not been provided for elsewhere in this Pre Event of Default Priority of Payments), to any Secured Creditors other than the Account Bank, the Agents, the Hedging Counterparties and the Covered Bondholders and Couponholders;

(e) *fifth*, *pari passu* and *pro rata*, according to the respective amounts thereof (a) to pay all amounts of interest due and payable on the Programme Payment Date, or to provide for all such amounts that will become due and payable prior to the next Programme Payment Date on any Covered Bonds and Coupons and (b) to pay any amounts due and payable on the Programme Payment Date, or to provide for all such amounts that will become due and payable prior to the next Programme Payment Date under any Hedging Agreement other than Subordinated Termination Payments to any Hedging Counterparties under any such Hedging Agreements;

(f) *sixth*, for so long as any Covered Bonds remain outstanding, to credit the Liquidity Buffer Reserve Ledger with an amount equal to the difference between the Liquidity Buffer Reserve Ledger Required Amount and the aggregate of the amount standing to the credit of the Liquidity Buffer Reserve Ledger and the nominal value of Liquid Assets which have not matured on or prior to such Programme Payment Date (other than Liquid Assets represented by amounts standing to the credit of the Liquidity Buffer Reserve Ledger) purchased from amounts previously credited to the Liquidity Buffer Reserve Ledger after having made the payments under paragraphs (a) to (e) above;

(g) *seventh*, to pay *pro rata* and *pari passu* principal in respect of each Series of Pass Through Covered Bonds then outstanding on the Programme Payment Date, or to provide for all such amounts that will become due and payable prior to the next Programme Payment Date (if any) on any Series of Pass Through Covered Bonds in either case where such Series of Pass Through Covered Bonds has an Extended Final Maturity Date that falls within 6 months of the relevant Programme Payment Date;

(h) *eighth*, to pay *pari passu* and *pro rata*, (A) (where such Series of Pass Through Covered Bonds has an Extended Final Maturity Date that does not fall within 6 months of the relevant Programme Payment Date) principal in respect of each Series of Pass Through Covered Bonds then outstanding on the Programme Payment Date, or to provide for all such amounts that will become due and payable prior to the next Programme Payment Date (if any) on any such Series of Pass Through Covered Bonds, and (B) in respect of any Accumulation Covered Bonds (or any Series of Covered Bonds which will become Accumulation Covered Bonds prior to the next following Programme Payment Date) to credit the relevant Accumulation Sub-Ledger with the Pro Rata Accumulation Amount;

(i) *ninth*, for so long as any Covered Bonds remain outstanding, any remaining Covered Bonds Available Funds will remain standing to the credit of the Transaction Account, or, as applicable, be deposited in the Transaction Account (provided such amount has not already been credited to the Accumulation Sub-Ledger in accordance with paragraph (h) above);

(j) *tenth*, if no Covered Bonds remain outstanding, to pay *pari passu* and *pro rata*, according to the respective amounts thereof, any amount due and payable on the Programme Payment Date, or to provide for all such amounts that will become due and payable prior to the next Programme Payment Date to any Hedging Counterparties arising out of any Subordinated Termination Payment; and

(k) *eleventh*, if no Covered Bonds remain outstanding, to pay any excess to the Issuer.

Subordinated Termination Payment means, subject as set out below, any termination payments due and payable to any Hedging Counterparty under a Hedging Agreement where such termination results from (a) an Additional Termination Event "*Ratings Event*" as specified in the schedule to the relevant Hedging Agreement, (b) the bankruptcy of the relevant Hedging Counterparty, or (c) any default and/or failure to perform by such Hedging Counterparty under the relevant Hedging Agreement, other than, in the event of (a) or (c) above, the amount of any termination payment due and payable to such Hedging Counterparty in relation to the termination of such transaction to the extent of any premium received by the Issuer from a replacement hedging counterparty.

Covered Bonds Available Funds

Following the occurrence of an Issuer Event, payments on the Covered Bonds will be made from the Covered Bonds Available Funds in accordance with the Pre Event of Default Priority of Payments.

Covered Bonds Available Funds means, at any time upon or after the occurrence of an Issuer Event (in respect of any Series of Covered Bonds) and, in respect of any Programme Payment Date, as the case may be, the aggregate of:

(a) all amounts standing to the credit of the Transaction Account at the immediately preceding Calculation Date other than amounts credited to the Accumulation Ledger;

(b) all amounts (if any) paid or to be paid on or prior to such Programme Payment Date by the Hedging Counterparties into the Transaction Account pursuant to the Hedging Agreement(s);

(c) all amounts of interest paid on the Transaction Account during the Programme Payment Period immediately preceding such Programme Payment Date;

(d) all amounts deriving from repayment at maturity of any Authorised Investment or Liquid Assets on or prior to such Programme Payment Date; and

(e) any Excess Accumulation Receipts.

For the avoidance of doubt:

(i) should there be any duplication in the amounts included in the different items of the Covered Bonds Available Funds above, the Servicer shall avoid such duplication when calculating the Covered Bonds Available Funds; and

(ii) the Covered Bonds Available Funds will not include: (A) any early termination amount received by the Issuer under a Hedging Agreement, but only to the extent that such amount is to be applied in acquiring a replacement Interest Rate Swap or Covered Bond Swap (as applicable); (B) any Excess Swap Collateral or Swap Collateral, except to the extent that the value of such Swap Collateral has been applied, pursuant to the provisions of the relevant Hedging Agreement, to reduce the amount that would otherwise be payable by the Hedging Counterparty to the Issuer on early termination of the Interest Rate Swap or Covered Bond Swap (as applicable) and, to the extent so applied in reduction of the amount otherwise payable by the Hedging Counterparty, such Swap Collateral is not to be applied in acquiring a replacement swap; (C) any premium received by the Issuer from a replacement Hedging Counterparty in respect of a replacement Interest Rate Swap or a Covered Bond Swap, to the extent it is to be used to make any termination payment due and payable by the Issuer with respect to the previous Interest Rate Swap or Covered Bond Swap; and (D) any tax credits received by the Issuer in respect of an Interest Rate Swap or Covered Bond Swap (as applicable) used to reimburse the relevant Hedging Counterparty for any gross-up in respect of any withholding or deduction for or on account of any present of future taxes, duties, assessments or governmental charges of whatever nature (and wherever imposed) made under the relevant Interest Rate Swap or Covered Bond Swap (as applicable).

Excess Swap Collateral means, in respect of a Hedging Agreement, an amount (which will be transferred directly to the Hedging Counterparty in accordance with the Hedging Agreement) equal to the amount by which the value of the collateral (or the applicable part of any collateral) provided by the Hedging Counterparty to the Issuer pursuant to the Hedging Agreement exceeds the Hedging Counterparty's liability under the Hedging Agreement (such liability determined as if no collateral had been provided) as at the date of termination of the Hedging Agreement or which it is otherwise entitled to have returned to it under the terms of the Hedging Agreement.

Programme Payment Period means the period from (and including) a Programme Payment Date (or, in the case of the first Programme Payment Period, the Programme Closing Date) to (but excluding) the next Programme Payment Date.

Swap Collateral means, at any time, any asset (including, without limitation, cash and/or securities) other than Excess Swap Collateral, which is paid or transferred by a Hedging Counterparty to the Issuer as collateral in respect of the performance by such Hedging Counterparty of its obligations under the relevant Hedging Agreement together with any income or distributions received in respect of such asset and any equivalent of such asset into which such asset is transformed.

Priority of Payments following the delivery of a Notice of Default

Following delivery of a Notice of Default, all funds deriving from the Cover Pool Assets and the Transaction Documents, the enforcement of the security and any other sums standing to the credit of the Transaction Account shall be applied on any Business Day in accordance with the following order of priority of payments (the **Post Event of Default Priority of Payments** and, together with the Pre Event of Default Priority of Payments, the **Priorities of Payments** and, each of them a **Priority of Payments**) (in each case only if and to the extent that payments of a higher priority have been made in full) provided that any such amount has not been paid by the Issuer using funds not forming part of the Cover Pool:

(a) *first*, to pay any Indemnity to which the Trustee or any Appointee or any Receiver is entitled pursuant to the Trust Deed or any other Transaction Document and any costs and expenses incurred by or on behalf of the Trustee or any Appointee or any Receiver (i) following the occurrence of a Potential Event of Default, Issuer Event or, as applicable, an Event of Default (to the extent that any such amounts have not yet been paid out of the Covered Bonds Available Funds before the delivery of a Notice of Default) and (ii) following the delivery of a Notice of Default in connection with or as a result of the enforcement or realisation of (A) the security granted under the Statutory Pledge and the Deed of Charge and/or (B) any other right or remedy that the Trustee is entitled to, or is required to pursue, under or in connection with the Transaction Documents and the Covered Bonds for the purpose of protecting the interests of the Covered Bondholders and/or the other Secured Creditors;

(b) *second*, *pari passu* and *pro rata* according to the respective amounts thereof, (i) to pay all amounts of interest and principal then due and payable on any Covered Bonds and Coupons, (ii) to pay any additional fees, costs, expenses and taxes due and payable in connection with any listing or deposit of the Covered Bonds or to fund any notice to be given to any parties in accordance with any of the Transaction Documents or to the Covered Bondholders, (iii) to pay all amounts due and payable to any Secured Creditors other than the Covered Bondholders and Couponholders with the exception of those amounts set out in items (b) and (d), and (iv) any amounts due and payable under any Hedging Agreement other than the Subordinated Termination Payments to any Hedging Counterparties under any such Hedging Agreements;

(c) *third*, to pay *pari passu* and *pro rata*, according to the respective amounts thereof, any amount due and payable to any Hedging Counterparties arising out of any Subordinated Termination Payment; and

(d) *fourth*, following the payment in full of all items under (a) to (c) above, to pay all excess amounts to the Issuer.

Indemnity means any indemnity amounts due to the Trustee pursuant to the Trust Deed, the Deed of Charge or otherwise, including (without limitation) Clause 14 of the Trust Deed. See "*Description of the Transaction Documents*" – "*Deed of Charge*".

Potential Event of Default means any condition, event or act which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration, demand, determination and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition, would constitute an Event of Default.

Servicing and Cash Management Deed

Under the terms of the Servicing and Cash Management Deed entered into on the Programme Closing Date (as amended, restated and/or supplemented from time to time) between the Issuer, the Trustee and the Servicer (the **Servicing and Cash Management Deed**), the Servicer has been authorised, subject to the conditions specified therein, to administer the cash flows arising from the Cover Pool.

The Servicing and Cash Management Deed sets forth the terms and conditions upon which the Servicer shall be required to administer the Cover Pool Assets.

Pursuant to the Servicing and Cash Management Deed, the Servicer has undertaken to prepare and deliver certain reports (including the Servicer Reports) in connection with the Loan Assets. Pursuant to the Servicing and Cash Management Deed, the Servicer will agree to perform certain obligations in connection with the management of the Cover Pool.

The Servicing and Cash Management Deed contains provisions under which the Issuer shall be obliged, upon the terms and subject to the

conditions specified therein, to appoint an appropriate entity to perform the Servicing and Cash Management Services to be performed by the Servicer.

Programme Closing Date means 29 November 2017.

See " *Description of the Transaction Documents – Servicing and Cash Management Deed*".

Asset Monitor Agreement

Under the terms of the asset monitor agreement entered into on the Programme Closing Date (as amended, restated and/or supplemented from time to time) between the Asset Monitor, the Servicer, the Issuer and the Trustee (the **Asset Monitor Agreement**), the Asset Monitor has agreed to act as cover pool monitor in accordance with the Greek Covered Bond Law and to carry out various testing and notification duties in relation to the calculations performed by the Servicer in relation to the Statutory Tests and, if required, the **Amortisation Test**.

Trust Deed

Under the terms of the Trust Deed entered into on the Programme Closing Date (such Trust Deed as amended, restated and/or supplemented from time to time, the Trust Deed), the Trustee will be appointed to act as the Covered Bondholders' representative in accordance with Article 14(3) of the Covered Bond Law.

Deed of Charge

The Issuer shall, where necessary, assign its rights arising under the Hedging Agreements, the other English law governed Transaction Documents (other than the Deed of Charge and the Trust Deed) and the Asset Monitor Agreement (the **Deed of Charge**).

In addition, the Covered Bondholders and the other Secured Creditors have agreed that, upon the occurrence of an Issuer Event, all the Covered Bonds Available Funds will be applied in or towards satisfaction of all the Issuer's payment obligations towards the Covered Bondholders and the other Secured Creditors, in accordance with the terms of the Servicing and Cash Management Deed and the relevant Priority of Payments.

The Trustee has been authorised, in accordance with the Deed of Charge, subject to a Notice of Default being delivered to the Issuer following the occurrence of an Event of Default or upon failure by the Issuer to exercise its rights under the Transaction Documents, to exercise, in the name and on behalf of the Issuer, all the Issuer's rights arising out of the Transaction Documents to which the Issuer is a party.

The Deed of Charge and any non-contractual obligations arising out of or in connection with it shall be governed by English Law (except in relation to the Statutory Pledge which shall be governed by and construed in accordance with Greek law).

Agency Agreement

Under the terms of an agency agreement entered into on the Programme Closing Date between the Issuer, the Agents and the Trustee (as amended. restated and/or supplemented from time to time, the **Agency Agreement**), the Agents have agreed to provide the Issuer with certain agency services and the Paying Agents have agreed, *inter alia*, to make available for inspection such documents as may be required from time to time by the

rules of the Luxembourg Stock Exchange and to arrange for the publication of any notice to be given to the Covered Bondholders.

Bank Account Agreement

Under the terms of the bank account agreement entered into on the Programme Closing Date (as amended, restated and/or supplemented from time to time) between the Account Bank, the Servicer, the Issuer and the Trustee (the **Bank Account Agreement**), the Account Bank has agreed to operate the Transaction Account, any Swap Collateral Accounts and any other account required under the Transaction Documents (together with the Transaction Account and each Swap Collateral Account, the **Bank Accounts**) in accordance with the instructions given by the Servicer.

Hedging Agreements

The Issuer may, from time to time during the Programme, enter into Interest Rate Swap Agreements and Covered Bond Swap Agreements (together the **Hedging Agreements** and each, a **Hedging Agreement**) with one or more Hedging Counterparties for the purpose of protecting itself against certain risks (interest rate, liquidity and currency) related to the Loan Assets and/or the Covered Bonds. In accordance with the terms set forth in the Servicing and Cash Management Deed, the Issuer may, at its discretion, include its rights and claims arising from the Hedging Agreements, together with the cash flows deriving therefrom, in the Cover Pool provided that, *inter alia* the terms and conditions of such Hedging Agreements shall not adversely affect the ratings of the then outstanding Covered Bonds.

The Hedging Agreements and any non-contractual obligations arising out of or in connection any of them shall be governed by English Law.

The Issuer's rights arising from the Hedging Agreements will be included as part of the Cover Pool at the Issuer's discretion.

Interest Rate Swap Agreement means each agreement between the Issuer, the relevant Interest Rate Swap Provider and the Trustee governing the Interest Rate Swap in the form of an ISDA Master Agreement, including a schedule and one or more confirmations and a credit support annex.

Covered Bond Swap Agreement means each agreement between the Issuer, a Covered Bond Swap Provider and the Trustee governing any Covered Bond Swaps in the form of an ISDA Master Agreement, including a schedule and one or more confirmations and any credit support annex.

Transaction Documents

The Servicing and Cash Management Deed, the Programme Agreement, each Subscription Agreement, the Agency Agreement, the Trust Deed, the Deed of Charge, the Bank Account Agreement, the Asset Monitor Agreement, the Master Definitions and Construction Schedule, each of the Final Terms, each Registration Statement, the Conditions, the Covered Bonds, the Coupons, the Hedging Agreements, any agreement entered into with a new Servicer, together with any additional document entered into in respect of the Covered Bonds and/or the Cover Pool and designated as a Transaction Document by the Issuer and the Trustee, are together referred to as the **Transaction Documents**.

Subscription Agreement means an agreement supplemental to the Programme Agreement (by whatever name called) in or substantially in the form set out in the Programme Agreement or in such other form as may be agreed between the Issuer and the Lead Manager (named therein) or one or more Dealers (as the case may be).

Investor Report

On the Athens Business Day which falls three Athens Business Days prior to each Programme Payment Date (each an **Investor Report Date**), the Servicer will produce an investor report (the **Investor Report**), which will contain information regarding the Covered Bonds and the Cover Pool Assets, including statistics relating to the financial performance of the Cover Pool Assets for the immediately preceding Collection Period. Such report will be available to the prospective investors in the Covered Bonds and to Covered Bondholders on Bloomberg and on the Issuer's website https://www.alpha.gr/.

Collection Period means the period from (and including) a Collection Period Start Date (or, in the case of the first Collection Period, the Programme Closing Date) to the next Collection Period End Date.

Collection Period Start Date means the first calendar day falling in January, April, July and October of each year.

Collection Period End Date means the last calendar day falling in March, June, September and December of each year.

RISK FACTORS

In purchasing Covered Bonds, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Covered Bonds. There is a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the Covered Bonds. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of events outside the Issuer's control. The Issuer has identified in this Base Prospectus a number of factors which could materially adversely affect its business and ability to make payments due under the Covered Bonds.

In addition, factors which are material for the purpose of assessing the market risks associated with Covered Bonds issued under the Programme are also described below.

Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making an investment decision. Words and expressions defined in the "Terms and Conditions of the Covered Bonds" below or elsewhere in this Base Prospectus have the same meanings in this section. Investing in the Covered Bonds involves certain risks. Prospective investors should consider, among other things, the following:

Factors that may affect the Issuer's ability to fulfil its obligations under Covered Bonds issued under the Programme

A. RISKS RELATING TO THE ISSUER

1.1 Risks relating to macroeconomic and financial developments in the Hellenic Republic

1.1.1 Uncertainty resulting from the Hellenic Republic's financial and economic crisis has had and is likely to continue to have a significant adverse impact on the Group's business, financial condition, results of operations and prospects

The Group's business is heavily dependent on macroeconomic and political conditions in Greece. As of 31 December 2021, 89 per cent. of the Group's total net loans and advances to customers and 86 per cent. of net interest income were derived from operations in Greece and, as of 31 December 2021, exposure to Greek government securities and derivative financial assets less derivative financial liabilities to the Greek public sector amounted to €6.05 billion.

Greece experienced an unprecedented financial crisis from 2008 to 2016. During this period, the Hellenic Republic faced significant pressure on its public finances and received financial assistance under consecutive stabilisation programmes sponsored by the International Monetary Fund (**IMF**), the European Union (**EU**) and the European Central Bank (**ECB**) and the European Stability Mechanism (**ESM**). The last financial assistance and stabilisation programme was agreed in August 2015 and was completed in August 2018 (the **ESM Programme**). In accordance with these programmes, the Hellenic Republic committed to certain substantial structural measures intended to restore competitiveness and promote economic growth in the country.

In August 2018, the Hellenic Republic concluded the ESM Programme with a successful exit and no fourth stabilisation programme was imposed. Nevertheless, as part of the post-stabilisation programme period, the Hellenic Republic has made specific policy commitments to complete key structural reforms initiated under the ESM Programme within agreed deadlines and has made a general commitment to continue to implement all key reforms adopted under the ESM Programme. Progress on the implementation of such reforms, as well as economic developments and policies in Greece, were monitored under an enhanced surveillance framework in accordance with Regulation (EU) No 472/2013 until August 2022, when Greece exited the framework.

According to the European Commission's first post-programme surveillance report (November 2022):*"Greece has taken the necessary actions to complete its specific commitments, despite the challenging circumstances due to Russia's war of aggression against Ukraine. The authorities delivered on their commitments across various areas, notably fiscal policy, tax administration, justice, financial sector reforms, cadastre and privatisation. In certain areas, progress has been made, but further steps are needed to fully achieve the objectives; this is notably the case for the implementation of primary health care reform, labour law codification, as well as clearance of arrears and backlogs related to the functioning of the financial sector".*

According to Eurostat data published in October 2021, the Greek economy contracted by 9.0 per cent. in 2020, as economic activity was adversely affected by measures designed to constrain the spread of the COVID-19 pandemic.

The swift and strong recovery of economic activity in 2021 recouped a significant part of the losses registered in 2020, as GDP at constant prices increased by 8.4 per cent. on an annual basis (ELSTAT, second estimate published in October 2022), driven by the sharp increase of private consumption, the rise in investment, and the notable recovery of tourist inflows over the summer of 2021.

In the first nine months of 2022, GDP expanded by 5.9 per cent. on an annual basis. Private consumption and investment added 6.5 per cent. and 1.3 per cent. respectively to overall output growth. Net exports weighed down the overall growth figure, subtracting 1.5 per cent. , as the rise in imports (12 per cent. year–on-year), primarily of goods (14.1 per cent. year–on-year), offset the rise in exports (9.5 per cent. year-on-year).

The European Commission (European Economic Forecast, Autumn, November 2022) projected for Greece a further GDP increase of 6.0 per cent. in 2022 and a milder 1.0 per cent. increase in 2023 before increasing by 2.0 per cent. in 2024. In addition, the Bank of Greece foresees a GDP growth rate of 6.2 per cent. for 2022, 1.5 per cent. for 2023 and 3 per cent. for 2023 (Interim Monetary Policy Report, December 2022). It is noted that the national account figures for the third quarter of 2022 were not incorporated in the Bank of Greece's forecast. Finally, according to the OECD (2023 Economic Survey of Greece (January 2023)) GDP is expected to grow by 5.1 per cent. in 2022, 1.1 per cent. in 2023 and 1.8 per cent. in 2024. Growth in 2023 is forecast to be driven by investment, supported by the impetus from the Recovery and Resilience Facility (the **RRF**) and the Public Investment Budget (**PIB**). Private consumption and exports of services are expected to slow down due to inflation and its impact on the purchasing power of Greek and European citizens.

Geopolitical risks and inflation remain the main sources of uncertainty for the Greek economy in 2023. Energy prices are expected to de-escalate, but the pass-through to the prices of other goods and services will probably pick up. Therefore, inflation (based on the Harmonised Index of Consumer Prices) is projected to average 5 per cent. in 2023, from around 10 per cent. in 2022 (European Economic Forecast, European Commission, Autumn 2022).

Further, according to the Hellenic Statistical Authority, the primary balance reached -5 per cent. of GDP in 2021 (EL.STAT., "*The Greek Economy*" *16 December 2022*). The recession, the prolongation of economic measures adopted by the relevant authorities to cushion the economic downturn due to the COVID-19 pandemic and increased energy costs weighed on the result.

On 17 December 2022, the Greek Parliament voted for the Final Budgetary Plan for 2023, which expects the primary deficit to reach 1.7 per cent. of GDP in 2022 and a primary surplus of 0.7 per cent. of GDP in 2023.

Potential delays in the completion of remaining reforms, the funds inflow from the RRF could impact the market assessment of the risks surrounding the creditworthiness of the Hellenic Republic and, therefore, create uncertainty regarding its ability to maintain continuous access to market financing. Such a development could, in turn, have a material adverse impact on the Group's liquidity position, business, results of operations, financial condition or prospects.

1.1.2 The COVID-19 pandemic has impacted and is expected to further impact the Group's business, its customers, contractual counterparties and employees (albeit to a lesser extent compared to the first two years of the pandemic).

The COVID-19 pandemic is a severe public health emergency for citizens, societies and economies. COVID-19 cases have been detected in all EU member states and most countries globally, imposing a heavy burden on individuals and societies, and putting health care systems under severe strain. In addition to its significant social impacts, the COVID-19 pandemic has led to a major economic shock, causing disruption of global supply chains, volatility in financial markets, falls in consumer demand and negative impact in key sectors like travel and tourism.

Sizeable and swift fiscal, monetary, and regulatory responses (such as the €750 billion Next Generation EU recovery instrument (**NGEU**) (more than half of which is grant-based)) and a wide range of temporary lifeline policies were put in place to minimise the impact of the pandemic, maintain disposable income for households, protect cash flow for firms, and support credit provision. At the national level, governments have responded with a variety of fiscal counter-measures that include efforts to cushion income losses, incentivise hiring, expand social assistance, guarantee credit, and inject equity into firms.

The extent of the impact of the COVID-19 pandemic on the Group's business, results of operations, capital, liquidity and prospects will depend on a number of evolving factors, including:

- *The duration, extent and severity of the COVID-19 pandemic, which cannot be predicted with certainty at this time.* This will depend on the availability and uptake of vaccines and improvement of therapies for COVID-19, but also potential mutations of the virus that causes COVID-19, which may affect the efficacy of such vaccines and therapies. As per the January 2022 WEO Update, although the global economic recovery is continuing, the pandemic continues to resurge from time to time. The major concern is that more aggressive SARS-CoV-2 variants could emerge before widespread vaccination is reached. The rapid spread of the Delta and Omicron variants and the threat of new variants (such as the Omicron BA.2 variant) have increased uncertainty about how quickly the pandemic can be overcome.

- *The effect on the Group's borrowers, counterparties, employees and third-party service providers.* The impact of the COVID-19 pandemic has been multi-level and uneven on household and business income. These factors may adversely impact corporate and personal borrowers' ability to repay their loans, which could have a material adverse effect on the Group's results of operations, financial condition and/or liquidity.

- *The reaction and measures adopted by governments.* According to the 2023 State Budget, most of the measures were lifted by the end of 2022. The fiscal impact of the pandemic-related measures reached €4.4 billion, down from €16.9 billion in 2021. For 2023, in addition to the permanent reduction of the social security and solidarity contributions, €180 million has been incorporated in the State budget to cover wages and salaries of emergency personnel for the health sector. It is also worth noting that part of the health system costs were transferred to the regular budget of the Ministry of Health.

- *The reaction of the EU to the COVID-19 pandemic.* The European Council's financial package includes the future Multiannual Financial Framework (**MFF**) and a specific recovery effort under the NGEU. The NGEU fund amounts to €750 billion, out of which approximately €30.5 billion for the period 2021 to 2026 is available for Greece (provisionally comprising €17.8 billion in grants and €12.7 billion in loans, as per the European Commission). The amount for the MFF is €1,100 billion, with approximately €40 billion earmarked for Greece.

If the COVID-19 pandemic is prolonged, worsens or there are further waves of outbreaks, or other diseases emerge that give rise to similar effects, this could have a further adverse impact on the global economy and/or financial markets and, in turn, adversely impact the Group's business, financial results and operations.

1.1.3 Recessionary pressures in Greece have had and may continue to have an adverse effect on the Group's business

The Group's business activities are dependent on demand for its banking, finance and financial products and the services it offers, as well as on customers' capacity to repay their obligations, all of which have been adversely affected by the COVID-19 pandemic. The levels of savings and credit demand are heavily dependent on customer confidence, employment trends and the availability and cost of funding.

During the period between 2008 and 2016 the decline in GDP and protracted recession in Greece resulted in significantly reduced disposable income and significantly reduced spending and debt repayment capacity in the Greek private sector. This led to further increases in non-performing loans (**NPLs**), impairment charges on the Group's loans and other financial assets, decreased demand for borrowings in general and increased deposit outflows.

The uncertainty created by the prolonged financial crisis in Greece and doubts as to the ability of the Greek economy to recover resulted in a significant outflow of deposits in the Greek banking sector of approximately €37 billion from 31 December 2014 to 31 December 2015 (Source: *Bank of Greece*).

The Group's NPL ratio (defined as NPLs divided by gross loans at the end of the relevant reference period) stood at 4.3 per cent. as of 30 September 2022. The decline in loan portfolios, in combination with a high NPL ratio, may result in decreased net interest income, and this could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

The Bank of Greece also assesses NPLs based on the European Banking Authority (**EBA**) standards in order to monitor Greek banks' NPLs. The Group's NPE ratio amounted to 8.0 per cent. as of 30 September 2022.

In response to the COVID-19 pandemic, Greek banks, including the Issuer, offered payment moratoria to their borrowers, with a temporary prudential flexibility put in place by regulators. According to the data submitted by the Greek systemic banks as of 31 December 2020, €27.6 billion of loans have been covered by the non-legislative moratoria put in place by servicers and banks for debtors affected by the COVID-19 pandemic. According to the Bank of Greece, the balance of these loans was less than €4 billion as of 31 December 2020 as most of the moratoria had expired (Source: *Bank of Greece*). The moratoria mitigated the impact of the COVID-19 pandemic on the Greek banks' asset quality, as supervisory guidance allowed public and private moratoria announced and applied before 30 September 2020 not to be automatically classified as forbearance measures. As at 30 September 2022, the Group had implemented a total of €5.1 billion of EBA-compliant moratoria to performing exposures. The non-performing exposure (**NPE**) inflows from moratoria expirations in the nine month period from 1 January 2022 to 30 September 2022 reached €0.5 billion.

The Issuer has implemented a troubled assets management plan to reduce NPL/NPE volumes. Nevertheless, the implementation of the management plan (as described in more detail under "*Business of the Group – Other Activities – NPE Management*") is affected by a number of external and systemic factors and there is no guarantee such a management plan will be effective, especially given the risk of future loan reclassifications to non-performing status (leading to increased provisioning needs and deteriorating asset quality ratios).

Volatile macroeconomic conditions, coupled with low consumer spending and business investment, which may be further exacerbated by, amongst other things, the COVID-19 pandemic and the war in Ukraine, may adversely affect the value of assets collateralising secured loans, including houses and other real estate. Such a decline could result in impairment of the value of the Issuer's loan assets or an increase in the level of the Issuer's NPLs and NPEs, either of which may have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

1.1.4. Inflationary pressures may have an adverse effect on the Group's business.

The Group's business and operations may be affected by the current inflation surge, which started around mid 2021 after a few decades of very low inflation and was accelerated by Russia's invasion of Ukraine.

In Greece, inflation started increasing in August 2021 and increased by 10.2 per cent. in April 2022 on an annual basis (Source: *ELSTAT, Consumer Price Index (CPI) – National Index / April 2022*), before falling to 8.5 per cent. in November 2022 on an annual basis (*Source: ELSTAT, Consumer Price Index (CPI) – National Index / November 2022*). As per the first post-programme Surveillance Framework Report on Greece by the EU (November 2022) the inflation rate was forecast to peak in the last quarter of 2022, but to remain elevated thereafter. Headline Harmonised Index Consumer Price inflation is projected to average 10.0 per cent. in 2022 and to decline only gradually afterwards. Falling energy prices, implying strong negative base effects, are expected to decrease inflation as of the second half of 2023, implying an annual average inflation rate of 6.0 per cent. in 2023, and 2.4 per cent. in 2024.

The causes of the recent inflationary pressures are disputed among economists, with most of them attributing inflation to shortages resulting from global supply-chain problems, largely caused by the COVID-19 pandemic, shift in demand toward goods and away from services, post-pandemic recovery and turmoil in the labour market, as well as significant increases in energy prices, and therefore, it is not clear whether the inflation will remain high and persist. The answer depends largely on the distribution of shocks to the economy and how central banks (and finance ministries) react, as well as on the duration of the war in Ukraine and its impact on energy prices, food prices, and global growth.

The exact impact of inflationary pressures on the Group's activities depends on the duration and the actual inflation rate and, therefore, it is difficult to predict. It is possible that there will be a significant, and economically important, negative relationship between inflation and both banking sector development and equity market activity, which may have a material adverse effect on the business operations and economic results of the Group. Moreover, inflation is expected to put upward pressure on the Group's expenses, particularly wages.

If inflation persists, the Group may have to identify effective means for hedging interest rate risk related to inflationary pressures and adjust its operations. Any failure of the Group to address or hedge persisting inflationary pressures could adversely affect its financial condition, capital adequacy and operating results.

1.1.5 Political, geopolitical and economic developments could adversely affect the Group's business and operations.

External factors, including political, geopolitical, and economic developments in the Hellenic Republic and the region (or elsewhere in the world – for example, the ongoing war in Ukraine) may negatively affect the Group's business, operations, and prospects in and outside of Greece. The Group's financial condition and results of operation may be adversely affected by various events outside of its control, including, but not limited to, the following:

- changes in government and economic policies;
- political instability, military conflicts or geopolitical tensions that impact South-Eastern Mediterranean Europe and/or other regions, including tensions between Greece and Turkey and the war in Ukraine;
- changes in the level of interest rates set by the ECB;
- regulations and directives relating to the banking and other sectors; and

- taxation and other political, geopolitical, economic or social risks affecting the Group's business development.

1.1.6 Volatility in the political and economic environment may adversely affect the Group's business.

The political and economic environment in Greece is subject to volatility and may deteriorate in the case of a change in political conditions that results in changes in financial policy. Further, as Greece is entering into a pre-election period for national elections, expected to be held in the second quarter of 2023, protracted election rounds until a new government is formed may have an impact on the macro-economic conditions in Greece. These factors could adversely affect the business operations, the strategic planning of the Group and its business and prospects.

1.2 Risks relating to the Group's business

1.2.1 The Group may not be able to reduce its NPE levels in line with its targets or at all, which may materially impact its financial condition, capital adequacy or results of operations.

NPEs represent one of the most significant challenges for the Greek banking system. Based on data from the Bank of Greece, the NPE ratio for Greek banks stood at 12.8 per cent. on a solo basis in December 2021, having declined strongly from 30.1 per cent. at the end of 2020 and 40.6 per cent. at the end of 2019. Net inflows of NPEs continued, but remained below initial expectations. Due to the COVID-19 pandemic, in September 2020, Greek banks submitted to the Bank of Greece updated interim NPE plans to reduce their NPEs and submitted revised NPE plans for the period up to 2023 in March 2021.

The level and amount of NPEs adversely affects the Issuer's net income through credit risk and impairment expenses, recovery strategy costs, other operating expenses and taxes. The Issuer intends to accelerate its efforts to reduce its NPE levels through inorganic NPE disposals, including securitisations, utilisation of the flexibility provided by the Hellenic Asset Protection Scheme, introduced by virtue of Greek Law 4649/2019 (the **HAPS**), as well as through additional direct sales of NPEs. The NPE ratio for the Group on 30 September 2022 stood at 8.0 per cent. and the NPL ratio at 4.3 per cent. The Group is targeting an NPE Ratio of circa ratio of around 6.5 per cent. by 31 December 2023 and a further reduction of NPEs in the following years that could lead to an NPE ratio of below 5.0 per cent. for 2025.

In order to reduce its cost of risk and to reduce the amount of NPEs on its balance sheet, the Group announced the 2019 Strategic Plan in November 2019. The main priority and objective of the 2019 Strategic Plan was the improvement of the Group's financial structure through the reduction of its NPEs and cost of risk, which constituted the main factors impacting profitability over the past years, while also aiming to optimise the organisational and capital structure of the Group. The 2019 Strategic Plan entailed, amongst other things, a securitisation of an NPE portfolio, known as "Galaxy", up to an amount of €10.8 billion (the **Galaxy Securitisation**) and the transfer of the Issuer's business of servicing of NPEs to Cepal Hellas Financial Services Single Member S.A.-Servicing of Receivables from Loans and Credits (**Cepal Hellas**), a wholly-owned, licensed servicing company for loan receivables under Greek Law 4354/2015.

On 22 February 2021, Alpha Bank Services and Holdings S.A.'s (**Alpha Holdings)** announced that it had reached definitive agreement with funds managed by Davidson Kempner Capital Management LP (**Davidson Kempner**) for the sale and transfer of 80 per cent. of the shares in the holding company of Cepal Hellas (**Cepal Hellas HoldCo**) along with 51 per cent. of the mezzanine and the junior notes issued under the Galaxy Securitisation, which was completed on 18 June 2021. The 2019 Strategic Plan also envisaged the demerger of Alpha Holdings by way of hive-down of its banking activities, which include the assets and liabilities related to the exercise of banking business, with the incorporation of the Issuer as a new wholly owned subsidiary, pursuant to article 16 of Greek Law 2515/1997, par. 3 of article 54, par. 3 of article 57 and articles 59-74 (inclusive) and 140 of Greek Law 4601/2019 and article 145 of Greek Law 4261/2014, as in force (the **Hive**

Down). The Hive Down was completed on 16 April 2021. For more information about the Hive Down, see "*The Issuer and the Group – Hive Down*".

As part of its further capital enhancing actions, and following completion of the Galaxy Securitisation, Alpha Holdings set out its intention for further deleveraging its NPE stock by launching a series of transactions with an aggregate gross book value of more than €8.2 billion. In particular, the Group has launched the following transactions: (a) an NPE securitisation transaction of gross book value of €3.4 billion (**Project Cosmos**), for which a binding agreement was signed on 22 October 2021 with an application submitted under the HAPS scheme extension (the **HAPS 2**) on 15 October 2021, and which was completed on 17 December 2021; (b) an outright sale of a portfolio of retail unsecured NPLs with a total outstanding balance of €2.1 billion and a total gross book value of €1.2 billion, for which a binding agreement with Hoist Finance AB (publ) was concluded on 28 December 2021 (known as **Project Orbit**); (c) an outright sale of shipping exposures of €0.1 billion which was sold to Davidson Kempner (and concluded on 14 July 2022) (the **DK Shipping Exposures**); (d) together with the other Greek systemic banks, a securitisation under "Project Solar", for which an application was submitted under the HAPS 2 scheme on 6 October 2022 and in which the Alpha Holding's participation shall be €0.4 billion; (e) an outright sale of a portfolio of Cypriot NPLs and real estate properties with a total gross book value of around €2.4 billion, which will be sold by Alpha International Holdings S.M.S.A., a 100 per cent. subsidiary of Alpha Holdings (known as **Project Sky**) and for which a binding agreement with an affiliate of Cerberus Capital Management L.P. was announced on 14 February 2022; and (f) two outright sales of a selected pool of wholesale and leasing receivables of more than €1.0 billion in aggregate.

Nevertheless, the Holdings Group's ability to complete the remaining ongoing portfolio securitisations and sales may be negatively impacted by deteriorating market conditions, which could decrease demand for outright NPE portfolio sales or negatively affect the pricing terms in such transactions. In addition, notwithstanding the progress achieved towards the reduction of the Holdings Group's NPE levels to date, the execution of each of the above-mentioned transactions aiming at the NPE reduction will be complex and entails certain operational and execution risks, such as the worsening of market conditions, the deterioration in the financial condition of the Holdings Group's borrowers, the satisfaction of applicable conditions for the transfer of the mezzanine notes included in the relevant transaction documents, receipt of necessary approvals from third parties, the most important of which are the approval of significant risk transfer by the Single Supervisory Mechanism (**SSM**) so that the relevant securitisation transaction is compliant with the applicable regulatory framework and the approval of the granting of the Greek state guarantee under the HAPS 2 scheme, and other constraints stemming from events beyond the Issuer's and the Holdings Group’s control, any of which could cause significant interruptions or delays in the implementation of its plans or require it to complete such transactions on less favourable terms.

Failure to be assigned the required rating by rating agencies may result in particular transactions not being eligible for inclusion in the HAPS 2 scheme, as currently applicable, which may significantly affect the pricing of the relevant transactions. If the Holdings Group is not able to benefit from the HAPS 2 scheme, or if it is required to accelerate the reduction of its NPE portfolio to comply with regulatory expectations or recommendations, it may be effectively compelled to increase the number of outright NPE portfolio and individual NPE sales, and this may lead to greater capital losses as a result of the difference between the value at which NPLs are recorded on the Issuer's balance sheet and the consideration that investors specialised in NPE acquisitions are prepared to offer, or may lead to greater write-down of loans or a requirement to create additional provisions.

Furthermore, notwithstanding the efforts of the Greek government and the EU to address the economic impact of the COVID-19 pandemic, there can be no assurance that the expected improvement in the macroeconomic performance and growth will indeed materialise, particularly in light of other intervening events that have weighed on global economic conditions, such as the war in Ukraine. Additionally, any potential change in the regulatory framework could result in an increase of future provisions, the need for additional capital, the classification of loans and exposures as "non-performing" and a corresponding significant decrease in the

Group's revenue, which could materially and adversely affect its financial position, capital adequacy and results of operations.

The Group's failure to reduce its NPE levels on a timely basis, or in its entirety, or on the terms that it currently expects, could adversely affect its financial condition, capital adequacy and operating results.

1.2.2 The Issuer is exposed to the financial performance and creditworthiness of companies and individuals in Greece.

The Issuer is one of the four systemic Greek banks. Its business, results of operations and financial condition are significantly exposed to the economic and financial performance, creditworthiness, prospects and economic outlook of companies and individuals in Greece or with a significant economic exposure to the Greek economy. In addition, its business activities depend on the level of customer demand for banking, and financial products and services, as well as customers' capacity to service their obligations or maintain or increase their demand for its services. Customer demand and customers' ability to service their liabilities depend considerably on their overall economic confidence, prospects, employment status, the state of the public finances in Greece, investment and procurement by the central government and municipalities and the general availability of liquidity and funding on reasonable terms.

In an environment that is subject to continuing market turbulence, uncertain macroeconomic conditions, political uncertainty and elevated levels of unemployment, combined with decreasing private consumption and corporate investment and the deterioration of credit profiles of corporate and retail borrowers further due to the COVID-19 pandemic, the value of the assets which collateralise the loans the Issuer has extended, including houses and other immovable property, could be significantly reduced. Such reduction may lead to the reduction in the value of the loans made by the Issuer or an increase in loans in arrears. Further waves of the COVID-19 pandemic have delayed the economic recovery in Greece. The Greek economy may not achieve the sustained and robust growth that is necessary to ease the financial constraints of the country and improve conditions for foreign direct investment and the availability of funding from the capital markets. Notwithstanding the recent exit from the enhanced surveillance programme (August 2022), the Greek economy will continue to be affected by the creditworthiness of commercial counterparties internationally and the repercussions arising from the global economic downturn resulting from the COVID-19 pandemic and, more recently, the war in Ukraine. The prospect of a severe economic recession, coupled with prolonged market uncertainty and volatility in asset prices, higher unemployment rates, and declining consumer spending and business investment, could result in substantial impairments in the values of the Issuer's loan assets, decreased demand for borrowings, increased deposit outflows and a significant increase in the level of the Issuer's NPEs.

1.2.3 Deteriorating asset valuations resulting from poor market conditions, particularly in relation to developments in the real estate markets, may adversely affect the Issuer's future earnings, capital adequacy, financial condition and results of operations

The global economic slowdown has resulted in an increase in NPEs and changes in the fair values of the Issuer's exposures. A substantial portion of the Issuer's loans to corporate and individual borrowers is secured by collateral such as real estate, personal guarantees, vessels, term deposits and receivables. In particular, as residential mortgage loans and mortgage-backed loans are one of the Issuer's principal assets, it is highly exposed to the Greek real estate market. Real estate property values depend on various factors including, among others, current rental values and occupancy rates, prospective rental growth, lease length, tenant creditworthiness and solvency, together with the nature, location and physical condition of the property concerned, changes in laws, inflation and governmental regulations governing real estate usage, zoning and taxes. In addition, real estate markets are typically cyclical in nature, difficult to predict and are affected by the condition of the economy as a whole.

Under the unprecedented conditions created by the COVID-19 pandemic, there have been significant changes in the real estate market, several of which are expected to remain and affect market balances, even in the long run, despite the fact that the impact of the current health crisis has not yet been fully reflected in real estate

prices and trends. In particular, property prices have been adversely affected by, amongst other things, weak credit flows, oversupply in low demand areas and a high unemployment rate (11.6 per cent. in October 2022 (*EL.STAT., Labour Force Survey, Monthly data, Press Release, October 2022, published on 1 December 2022*)). Fluctuations in the real estate market affect the value of the Group's real estate collateral.

Moreover, the fallout from the conflict in Ukraine is expected to impact materially the global economic recovery this year, with the greatest impact in Europe. The increase in oil prices and renewed supply chain disruptions are also likely to further increase inflation.

A further decline in the value of collateral may also result from deterioration of financial conditions in Greece or the other markets where collateral is located. In addition, failure to recover the expected value of collateral may expose the Issuer to losses.

Further, Greek Law 4605/2019 offers limited protections to borrowers (individuals) who have pledged their primary residence as collateral. This may also limit the Issuer's ability to recover collateral. In addition, an increase in financial markets volatility or adverse changes in the liquidity of the Issuer's assets could impair its ability to value certain of its assets and exposures. The value of any asset ultimately realised by the Issuer will depend on the fair value determined at that time and may be materially different from the current market value. Any decrease in the value of such assets and exposures could require the Issuer to recognise additional impairment charges, which could adversely affect its future earnings and its capital adequacy and, as a result, its financial condition and results of operations.

1.2.4 The Issuer may be unable to implement its cost reduction strategies or transformation plan, and thus fail to reduce its operating expenditures, which may have a material adverse effect on its business, financial position, and results of operations.

As part of its cost savings strategy, the Issuer expects a substantial part of its total cost reduction to come from its enhanced operational efficiency and optimisation projects, which will require a reduction in its non-core operating expenditures and the implementation of its Updated Strategic Plan, which includes, among other things, moving its distribution model to digital channels, digitally transforming the end-to-end lending process in its Retail and Wholesale Banking units, optimising third-party costs and streamlining its cost structure. Although the Issuer has developed dedicated teams, including a general management team focused on transformation and a general management team focused on growth and innovation, in order to support the implementation of its Updated Strategic Plan, such implementation may be delayed or adversely impacted by factors beyond its control, or the positive impact of the Updated Strategic Plan may be less than anticipated. Inability to implement or to implement in a timely manner these strategies and achieve the Group's transformation objectives may adversely affect its business, financial position, and results of operations

1.2.5 The Issuer is exposed to credit risk, market risk, operational risk, liquidity risk and litigation risk.

As a result of its day-to-day activities, the Issuer is exposed to a variety of risks, including credit risk, market risk, operational risk, liquidity risk and litigation risk For more information on these and other risks facing the Issuer's business, see below and "*Risk Management*". The Issuer's failure to effectively manage any of these risks could have a material adverse effect on its business, financial condition, results of operations and prospects.

1.2.6 Credit risk

Risks arising from changes in credit quality and the recoverability of loans and amounts due from counterparties are inherent in a wide range of the Issuer's businesses. Its exposure to credit risk mainly arises from corporate and retail credit, various investments, over-the-counter derivative transactions, as well as from the settlement of transactions. The amount of risk associated with such credit exposures depends on various factors, including general economic conditions, market developments, the debtor's financial condition, the amount, type or duration of the relevant exposure and the existence of collateral and guarantees, which the

Issuer may not be able to assess with accuracy at the time of undertaking the relevant activity. Adverse changes in the credit quality of the Issuer's borrowers and counterparties or a general deterioration in the Greek, European and global economic conditions, or arising from systemic risks in the financial systems, could affect the recoverability and value of its assets and require an increase in its impairment losses and provisions to cover credit risk.

1.2.7 Market risk

The most significant market risks that the Issuer faces are interest rate, foreign exchange and bond and equity price risks. Changes in interest rate levels, yield curves and spreads may affect the interest rate margin realised between the Issuer's lending and borrowing costs. Changes in currency rates affect the value of the Issuer's assets and liabilities denominated in foreign currencies and may affect income from foreign exchange dealing. The performance of financial markets may cause changes in the value of the Issuer's investment and trading portfolios. Moreover, the Issuer does not hedge all of its risk exposure in all market environments or against all types of risk. In addition, the manner in which gains and losses resulting from certain hedges are recorded may result in additional volatility in the Issuer's reported earnings. The undiversified 1 day value at risk (**VaR**) estimate for the Issuer's trading book as of 30 September 2022 was €775,000 (rounded) (consisting of €516,000 for foreign exchange risk and €259,000 for interest rate risk). The 1 day VaR as of 30 September 2022 is reduced by €287,000 to €488,000 due to the diversification effect of the Issuer's portfolio. The Group's subsidiaries and branches have limited trading positions, which are immaterial compared to the positions of the Issuer. As a result, the market risk effect deriving from these positions on the total income is immaterial. The VaR measure is an estimate of the potential reduction in the net present value of a portfolio, over a specified period and with a specified confidence level. For a detailed discussion on the various methods of calculating the VaR and its use for the calculation of the market risk see "*Risk Management – Market* ".

1.2.8 Operational risk

The Issuer's businesses are dependent on their ability to process a very large number of transactions efficiently and accurately. Operational risk and losses can result from inadequate or failed internal processes, people and systems or from external events such as fraud or other malicious acts from third parties (such as robberies or terrorist activities), cyber-attacks, errors by employees, failure to document transactions properly or to obtain proper internal authorisation, failure to comply with regulatory requirements and conduct of business rules, equipment failures, natural disasters or the failure of external systems including those of the Issuer's suppliers or counterparties. Furthermore, the Issuer faces the risk of legal and regulatory sanctions, financial loss and/or impacts on its reputation, which may result from a breach of, or non-compliance with, the applicable legal and regulatory framework, contractual obligations and codes of conduct related to its activities.

1.2.9 Liquidity risk

The Issuer's inability to anticipate and take appropriate measures regarding unforeseen decreases or changes in funding sources could have an adverse effect on its ability to meet its obligations when they fall due.

1.2.10 Litigation risk

In the context of its day-to-day operations the Issuer is exposed to litigation risk, among other things, as a result of changing and developing consumer protection legislation and legislation on the provision of banking and investment services. The cost of defending any claims and any associated settlement costs can be substantial, even with respect to claims that have no merit. In addition, adverse judgments arising from litigation could result in restrictions or limitations on the Issuer's operations or result in a material adverse impact on its reputation or financial condition. Although the Issuer believes that it conducts its operations pursuant to applicable laws and takes all necessary measures for adapting its operations to legislative amendments, there can be no assurance that significant litigation will not arise in the future.

In 2015 and 2016, orders for preliminary investigation were made in respect of the credit process for the extension of loans by certain Greek banks to borrowers in certain business sectors, including publishing groups, as well as to certain individuals. These investigation orders concerned, among other things, three Executive Members of the Board of Directors of the Issuer (not including the Chief Executive Officer) and one Non-Executive Member of the Board of Directors of the Issuer (who was formerly an Executive Member), together with certain other officers of the Issuer. Indictments were issued and orders for main investigations made in respect of each case, whilst one case has reached the level of public hearings. The individuals were charged with "breach of trust" (pursuant to Article 390 of the Greek Criminal Code). The charges related to certain loans made by the Issuer to certain companies or individuals and concerned the making of such loans, on-going maintenance and forbearance in respect of such loans and/or writing off such loans in settlement for other claims. One of these cases reached the level of a public hearing and, in October 2019, an acquittal for all Members of the Board of Directors and officers of the Issuer was ordered by the court in respect of such case. Further, on 13 November 2019, the Hellenic Parliament approved an amendment of the Greek Criminal Code (the **Amendment of the Criminal Code**), as a result of which cases of "breach of trust" will be pursued only following complaints by the person having suffered damage from the alleged breach. Any pending proceedings, such as those described above, where no such complaint has been filed, will be continued only if such person specifically requests that the proceedings be continued within a period of four months as of the date of enactment of the Amendment of the Criminal Code. Otherwise they will be dismissed.

The Board of Directors of the Issuer has considered, in the context of the Amendment of the Criminal Code, whether any request should be made or not in connection with the above cases. Such consideration was made on the basis of legal opinions sought on all such cases, which concluded that in the view of the experts issuing the relevant opinions, the existing or previous Members of the Board or the Senior Management of the Issuer, investigated or charged with the crime of breach of trust in the above cases, should be acquitted. On this basis the Board of Directors has decided not to file any request that the relevant proceedings of the aforesaid cases should continue.

Certain Judicial Councils (convening in Chambers), considering whether cases involving Greek bank officials, including existing or previous Members of the Board or the Senior Management of the Issuer, should be dismissed, expressed the view that the Amendment of the Criminal Code is against the Greek Constitution and the matter was referred to the Greek Supreme Court (in Greek "*Άρειος Πάγος*"), again convening in Chambers. The Greek Supreme Court by virtue of its Decision 158/2021 ruled in favour of the compliance of the Amendment of the Criminal Code with the Greek Constitution, a ruling which has already been followed in one of the cases, involving existing or previous Members of the Board or the Senior Management of the Issuer, which is now expected to be followed by all Courts and Judicial Councils.

Whilst the Issuer is co-operating with the public prosecutor in relation to such charges, neither the Issuer itself nor any other member of the Group is the subject of any related proceedings

Hellenic Competition Commission (**HCC**) officials visited, among other entities, the Issuer's headquarters on 7 and 8 November 2019, with authorisation to inspect documents and data in connection with alleged infringements of Article 101 of the Treaty of the Functioning of the European Union and its Greek equivalent. The Issuer is cooperating with and will continue to cooperate with the HCC. As per a press release of the HCC, the fact that the HCC carries out inspections does not mean that the inspected companies are involved in any sort of anti-competitive behaviour, nor does it prejudge the outcome of the investigation itself. Further, as per a press release of the HCC, published on 7 October 2022, the case was prioritised, and a Commissioner-Rapporteur was assigned to the case.

In July 2021 a Court of First Instance ruled against the Issuer and certain members of its current and previous management in relation to an aborted initial public offering which was launched in 2000 by a hotel business, ordering the payment of an amount of €65 million, accepting the allegations of the claimant (the proposed issuer of the shares) that it decided to abort the initial public offering on the basis of advice and commitments by the Issuer, which the claimant alleges were not met. The Issuer filed an appeal against the said Court of First Instance Decision and in December 2022 the Athens Court of Appeal overturned the decision, dismissing

the claim against the Issuer and certain members of its current and previous management, and the order for the payment of an amount of €65 million. Nevertheless, there can be no assurance that the claimants will not file a challenge against the said Decision of the Court of Appeal before the Supreme Court (*Areios Pagos*).

Legal and regulatory actions (including those referred to above) are subject to many uncertainties, and their outcomes, including the timing, amount of fines or settlements or the form of any settlements, which may be material and in excess of any related provisions, are often difficult to predict, particularly in the early stages of a case or investigation, and the Issuer's expectation for resolution may change. In addition, responding to and defending any current or potential proceedings involving the Group or any of its directors and other employees (including those referred to above) may be expensive and may result in diversion of management resources (including the time of the affected persons or other Group employees) even if the actions are ultimately unsuccessful.

Adverse outcomes or resolution of current or future legal or regulatory actions (including those referred to above) may result in additional supervision by the Group's regulators and/or changes in the directors, officers or other employees of the Group and could result in further proceedings or actions being brought against any of the Group's directors, officers or other employees. They may also adversely impact investor confidence and the Group's broader reputation.

In addition, legal and regulatory actions involving the Group (for the avoidance of doubt, not including those referred to above) may also result in fines, administrative sanctions (including restrictions on operations, regulatory licence revocation, etc.), settlements or damages being awarded against the Group, further actions or civil proceedings being brought against Alpha Holdings or any of its subsidiaries and potentially have other adverse effects on the business of the Group.

Accordingly, any such legal proceedings and other actions involving the Issuer, any member of the Group or any of its directors or other employees may adversely affect the Group's profitability, reputation and business.

1.2.11 Volatility in interest rates may negatively affect the Issuer's net interest income and have other adverse consequences

Interest rates are highly sensitive to many factors beyond the Issuer's control, including monetary policies and domestic and international economic and political conditions. As such, there can be no assurance that further domestic or international events will not alter the interest rate environment in Greece and the other markets in which the Group operates. Cost of funding is especially at risk for the Issuer due to increased Eurosystem funding (the Eurozone being the monetary authority of the euro area and being comprised of the ECB and the national central banks of EU member states whose currency is the euro). See "*Risk Management – Interest Rate Risk of the Banking Book*".

As with any credit institution, changes in market interest rates may affect the interest rates charged on interest-earning assets differently from the interest rates paid on interest-bearing liabilities. This difference could reduce the Issuer's net interest income. Since the majority of the Issuer's loan portfolio effectively re-prices within a year, rising interest rates may also result in an increase in its allowance for impairment on loans and advances to customers if customers cannot refinance in a higher interest rate environment. Further, an increase in interest rates may reduce clients' capacity to repay in the current economic circumstances.

*1.2.12 The Hellenic Financial Stability Fund (the **HFSF**), in its capacity as shareholder of Alpha Holdings, has certain rights in relation to the operation and business decisions of the Issuer*

The first Stabilisation Programme, as established in May 2010, introduced restructuring measures such as the establishment of the HFSF whose only shareholder is the Hellenic Republic and whose role was to maintain the stability of the Greek banking system by providing capital support in the form of ordinary shares or contingent convertible securities or other convertible securities to credit institutions licensed by the Bank of Greece and operating in Greece. The ESM Programme and Greek Law 3864/2010, as amended and in force

(the HFSF Law) provide the HFSF, through its representative, with specific shareholders' and information rights in the credit institutions in which it has committed to participate by means of the share capital increases.

The HFSF became a shareholder of Alpha Holdings in 2013, in the context of the recapitalisation of Greek credit institutions by the HFSF, whereby it acquired 83.70 per cent. of its share capital. The Group has not received since then any further recapitalisation funds from the HFSF, and the HFSF's shareholding amounted to 9.0 per cent. as of 31 December 2022. Accordingly, the HFSF is entitled to exercise influence over the operations of the Group.

More specifically, the HFSF is entitled to the appointment of a member to Alpha Holdings' and the Issuer's Board of Directors and has the power, according to the HFSF Law, to veto, through such member, decisions relating to dividend distributions and remuneration policies for so long as the NPE ratio remains above 10 per cent. and, irrespective of the NPE ratio, decisions on the amendment of the articles of incorporation of Alpha Holdings and the Issuer requiring a resolution by increased in quorum and majority decision of the shareholders' meeting. As of 30 September 2022, the NPE ratio of the Group was 8.0 per cent.. Additionally, the HFSF may appoint at least one member of each of the Audit Committee, the Risk Management Committee, the Remuneration Committee and the Corporate Governance and Nominations Committee of each of Alpha Holdings and the Issuer. For additional information on the HFSF Law, see "*Regulation and Supervision of Banks in Greece – The HFSF*".

In addition to the provisions of the HFSF Law, and pursuant to the Relationship Framework Agreement originally entered into on 12 June 2013 and subsequently replaced by the New Relationship Framework Agreement (the **New RFA**), entered into on 23 November 2015, the HFSF has a series of information rights with respect to matters pertaining to the Group and the Issuer (for more information please refer to "*Regulation and Supervision of Banks in Greece – The HFSF).*

Pursuant to the provisions of Law 4941/2022, which amended the HFSF Law in June 2022, the HFSF shall publish a divestment policy pursuant to which the HFSF shall proceed with divesting from the Greek systemic banks, including the Group. Such divestment policy was submitted for approval pursuant to Law 4941/2022 to the Minister of Finance before its publication.

Consequently, as a result of the powers that the HFSF has under the HFSF Law and the New RFA, the HFSF may exercise influence over the functioning and decision making of Alpha Holdings' and the Issuer's Board of Directors and such influence may affect the Group's business and strategy.

1.2.13 Existing market fluctuations and volatility may result in significant losses in the commercial and investment activities of the Group, which could adversely affect its profitability

Positions in the Group’s trading and investment portfolio which relate to the debt, currency, equity and other markets could be adversely affected by continuing volatility in financial and other markets, creating a risk of substantial losses.

Continuing volatility and further dislocation affecting certain financial markets and asset classes could also further impact the Group's results of operations, financial condition and prospects. In the future, these factors could have an impact on the mark-to-market valuations of assets in the Group's investment securities, trading securities, loans measured at fair value through profit and loss and financial assets and liabilities for which the fair value option has been elected.

Volatility can also lead to losses relating to a broad range of other trading securities and derivatives held, including swaps, futures, options and structured products. Losses in the commercial and investment activities of the Group may adversely affect its ability to lend and its profitability.

1.2.14 The Group is vulnerable to the ongoing disruptions and volatility in the global financial markets.

The Group's results of operations are materially affected by many factors of a global nature, including: political and regulatory risks and the condition of public finances; the availability and cost of capital; the liquidity of global markets; the level and volatility of equity prices, commodity prices and interest rates; currency values; the availability and cost of funding; inflation; the stability and solvency of financial institutions and other companies; investor sentiment and confidence in the financial markets; or a combination of the above factors.

Most of the economies with which Greece has strong export links are currently encountering significant economic headwinds, have been and continue to be adversely affected by the COVID-19 pandemic and continue to face high levels of private or public debt and in certain cases high unemployment rates. Increasing downside risks on the back of a weaker external environment may restrict the European economic recovery, which remains greatly dependent on accommodative monetary policy. Moreover, the fallout from the conflict in Ukraine is expected to impact materially the global economic recovery this year, with the greatest impact in Europe. The increase in oil prices and renewed supply chain disruptions also are likely to further increase inflation.

In financial markets, concerns about, amongst other things, the longer-term economic impact of the COVID-19 pandemic and geopolitical tensions (including the war in Ukraine), which among other impacts have created significant inflationary pressures in the global economy, are expected to continue to affect market sentiment and contribute to volatility, with a corresponding negative impact on the Group's financial condition, results of operations and prospects.

1.2.15 Soundness of other financial institutions.

The Group routinely transacts with counterparties in the financial services industry, including brokers and dealers, commercial banks, investment banks, mutual and hedge funds, and other institutional clients. Such financial counterparties are subject to many of the pressures faced by the Group as described above. Concerns about, or a default by, one financial institution could lead to significant liquidity problems and losses or defaults by other financial institutions.

The exclusion of Russian banks from SWIFT and the sanctions imposed on Russian persons and assets in the US, Europe and Canada are expected to have a material adverse effect not only on Russian borrowers, increasing the risk of defaults, but also the global economy as a whole.

Many of the routine transactions into which the Group enters expose it to significant credit risk in the event of default by one of its significant counterparties. Such default by a significant financial counterparty, or liquidity problems in the financial services industry in general, could have a material adverse effect on the Group's business, financial condition, results of operations, prospects and capital position.

1.2.16 The Issuer faces significant competition from Greek and foreign banks and may not be able to preserve its customer base, especially if it fails to complete its digital transformation

The general scarcity of wholesale funding since the onset of the economic crisis has led to a significant increase in competition for retail deposits in Greece and significant consolidation of the Greek banking system. The Issuer also faces competition from foreign banks. The Issuer may not be able to continue to compete successfully with domestic and international banks in the future. These competitive pressures on the Group may have an adverse effect on its business, financial condition, results of operations and prospects.

The Group's success depends on its ability to maintain high levels of loyalty among its customer base and to offer a wide range of competitive and high-quality products and services to its customers. In order to pursue these objectives, the Group has adopted a strategy of segmentation of its customer base, aimed at serving the various needs of each segment in the most suitable manner. Moreover, the Group seeks to maintain long-term financial relations with its customers through the sale of anchor products and services, namely mortgage loans,

salary accounts, standing transfers, credit cards, saving products and bank assurance products. Nevertheless, high levels of competition in Greece and in other countries where the Group operates, and an increased emphasis on cost reduction may result in an inability to maintain high loyalty levels of the Group's customer base, provide competitive products and services, or maintain high customer service standards, each of which may adversely affect the Group's business, financial condition, results of operations and prospects.

Additionally, the banking sector as a whole is undergoing a digital and technological transformation, with new entrants in the banking and payment processing sectors who in the future may challenge the competitive position of traditional credit institutions, including the Issuer. A failure or delay by the Group to achieve its Updated Strategic Plan with respect to service and operational digitisation may impact its ability to compete with new industry entrants.

1.2.17 Laws regarding the bankruptcy of individuals and regulations governing creditors' rights may limit the Group's ability to receive payments on NPEs, increasing the requirements for provisioning in its financial statements and impacting its results and operations

Laws regarding the bankruptcy of individuals and other laws and regulations governing creditors' rights generally vary significantly within the countries in which the Group operates. In some countries, including Greece, bankruptcy, insolvency, enforcement and other laws and regulations affecting creditors' rights offer less protection for creditors compared with the bankruptcy regime in the United Kingdom or the United States.

In October 2020 a new bankruptcy code was enacted in Greece by virtue of Greek Law 4738/2020, as most recently amended by virtue of Greek Laws 4818/2021, 4820/2021 and 4821/2021 (the **Insolvency Code**). The Insolvency Code introduced a major reform of the Greek bankruptcy and insolvency regime, aimed at facilitating and enhancing resolution of insolvency cases and pre-insolvency debt restructuring. Key changes of the Insolvency Code include the introduction of a new out-of-court workout process, based on the development of an electronic platform and an algorithm determining the viability of the debtor's debts post-restructuring, the introduction of a bankruptcy regime for over-indebted individuals who are not entrepreneurs, a new sale-and-lease-back scheme for primary residence protection, and shorter and automatic debt discharge periods. The new out-of-court workout process and the new bankruptcy proceedings set out in the Insolvency Code entered into force on 1 June 2021 as they required the issuance of 53 pieces of secondary legislation as well as the development of an electronic platform and a special algorithm for debt viability analysis purposes. For those whose business activity exceeds €350,000 and whose turnover exceeds €700,000, the pre-bankruptcy rehabilitation proceedings (in Greek "Εξυγίανση") and second chance process came into effect from 1 March 2021.

If the adverse effects of the COVID-19 pandemic persist or worsen, or the economic environment otherwise deteriorates, including as a result of the adverse economic impact expected from the war in Ukraine, bankruptcies, other insolvency procedures and governmental measures, including payment and enforcement moratoria, could intensify or applicable laws and regulations may be amended to limit the impact of the crisis on corporate and retail debtors. Furthermore, the heavy workload that local courts may face, and the cumbersome and time consuming administrative and other processes and requirements which apply to restructuring, insolvency and enforcement measures, may delay final court judgements on insolvency, rehabilitation and enforcement proceedings. Such changes or an unsuccessful implementation of the new insolvency framework in Greece may have an adverse effect on the Group's business, financial condition, results of operations and prospects. In addition, any potential further measures (including any measures related to efforts to alleviate the effect of the COVID-19 pandemic that may be introduced or reinstated from time to time) that may increase the protection of debtors and/or impede the Group's ability to collect overdue debts or enforce securities in a timely manner (which would lead to an increase in the number of NPEs and/or a reduction in the amount of collections on NPEs compared to the Group's plans), resulting in a corresponding increase in provisions, may have an adverse effect on the Group's business, results of operations, capital position and financial condition. For more information on COVID-19 protective measures that may be reinstated from time to time, see "*Regulation and Supervision of Banks in Greece –Further protective measures related to the COVID-19 pandemic*".

1.2.18 Changes in consumer protection laws might limit the fees that the Group may charge in certain banking transactions

Changes in consumer protection laws in Greece and other jurisdictions where the Group has operations could limit the fees that banks may charge for certain products and services such as mortgages, unsecured loans and credit cards. If introduced, such laws could reduce the Group's net income, though the amount of any such reduction cannot be estimated at this time. Such effects could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

1.2.19 The planned creation of a deposit guarantee system applicable throughout the EU may result in additional costs to the Group

The harmonisation of deposit guarantee systems throughout the EU will represent significant changes to the mechanisms of the deposit guarantee systems currently in force in individual countries.

Greece has transposed Directive 94/19/EC of the European Parliament and of the Council of 30 May 1994 on deposit-guarantee schemes by virtue of Greek Law 3746/2009, which established the Hellenic Deposit and Investment Guarantee Fund (the **HDIGF**). Greek Law 3746/2009, in relation to the HDIGF, was abolished by Greek law 4370/2016, which transposed Directive 2014/49/EC into Greek Law. Three different schemes are run by the HDIGF, each regulated by a different set of legal provisions: the first is the deposit guarantee scheme (the **DGS**), the second is the investment guarantee scheme and the third is the scheme funding resolutions. The DGS is financed both on an ex ante and on an ex post basis. All credit institutions licensed by the Bank of Greece are obliged, by virtue of article 5 of Greek Law 4370/2016, to participate in the DGS.

The Issuer may be required, pursuant to EU law, to make contributions that are higher than those currently required under applicable national law, which may adversely affect the Issuer's operating results.

1.2.20 The Group may not be able to treat its deferred tax assets as regulatory capital (to the full extent or partially), which may have an adverse effect on its capital position

The Group currently includes deferred tax assets (**DTAs**) calculated in accordance with International Financial Reporting Standards (**IFRS**) in calculating its capital and capital adequacy ratios.

Under applicable capital requirements regulations, DTAs recognised pursuant to IFRS, which are based on the assumption of the future profitability of a credit institution and which exceed certain thresholds, must be deducted from the Group's CET1 capital. This deduction is to be implemented gradually until 2024 and had a significant impact on Greek credit institutions, including the Issuer, when it was introduced in 2013.

Since then, new Greek legislation has been introduced that permits Greek credit institutions, including the Issuer, to deduct the transaction loss from the exchange of Greek government bonds or corporate bonds guaranteed by the Greek state, in application of a participation programme in the redistribution of Greek debt (of par. 2 of article 27 of law 4172/2013 of Greek law) as a priority compared to the transaction loss due to credit risk. The amount of the annual transaction loss from credit risk deduction is limited to the amount of the annual gains determined under tax law, before the deduction of these losses resulting from credit risk and after the deduction of the loss resulting from the PSI bond exchange, see "*Regulation and Supervision of Banks in Greece – PSI Program*". The remaining amount of the annual deduction that has not been offset is carried forward for deduction in subsequent tax years within the twenty-year period, in which the remaining profits will remain after the annual deduction of the transaction losses corresponding to those years. The order of deduction of the transferred amounts is preceded by the older transaction loss balances compared to the newer ones. If at the end of the twenty-year amortisation period there are balances that have not been offset, these are losses subject to the five-year transfer rule. It is noted that the above provision does not affect the rate of the depreciation for regulatory purposes of the DTA, neither retrospectively nor in the future, i.e. the DTA will continue to be depreciated on a straight line basis (one-twentieth per year), for both previous, as well as for future sales of NPLs. This legislation permits Greek credit institutions, including the Issuer, to treat such

eligible DTAs as not "relying on future profitability" for the purpose of Regulation (EU) No 575/2013 (as amended, the **CRR**). As a result, such DTAs are not deducted from CET1 capital but are rather assigned a risk weight of 100 per cent., thereby improving an institution's capital position, see "*Regulation and Supervision of Banks in Greece – Deferred Tax Assets (DTAs)*". As at 30 September 2022, the Group's eligible DTAs were €2.8 billion.

As at 30 September 2022, 61.1 per cent. of the Group's CET1 capital was comprised of deferred tax credits (**DTCs**). Any adverse change in the regulations governing the use of DTCs as part of the Group's regulatory capital could also affect the Group's capital base and capital ratios. If any of the above risks materialises, this could have a material adverse effect on the Group's ability to maintain sufficient regulatory capital, which may in turn require the Group to issue additional instruments qualifying as regulatory capital, to liquidate assets, to curtail business or to take any other actions, any of which may have a material adverse effect on the Group's operating results, financial condition and prospects.

1.2.21 The Group could be exposed to future pension and post-employment benefit liabilities

The personnel of the Group in Greece are insured with funds providing social security (main pension, auxiliary pension, health and welfare). As of 31 December 2021 on a consolidated basis, the Group's employee defined benefit obligations amounted to €29.4 million. These amounts were calculated on the basis of specific economic and demographic assumptions. Should future events deviate from these assumptions, the Issuer's liabilities may significantly increase.

The Issuer's liabilities may further increase with respect to employees who have been insured members and were hired prior to 31 December 2004 as, pursuant to the amendments of Greek Law 3455/2006 which transposed Directive 2002/87/EC into Greek law, the social contributions that are paid over the service life of said employees for the supplementary pension are larger compared to the respective contributions which are stipulated by law for other salaried employees.

The passing of Greek Law 4387/2016, as well as several other pension and social insurance reform laws, including Greek Law 4670/2020, introduced radical changes to the structure and mode of operation of the insurance system. These developments, which are targeted at creating a viable and sustainable general pension system and minimising state subsidies through, among other things, the consolidation of pension funds, may alter the liabilities of the banking sector and hence of the Group in respect of contributions to meet actuarial or operational deficits of the pension funds. Moreover, it is impossible to predict potential legal challenges against the consolidations of pension funds, or the outcome of such disputes.

1.2.22 If the Group's reputation is damaged, this would affect its image and customer relations, which could adversely affect business, financial condition, results of operation and prospects

Reputational risk is inherent to the Group's business activities. Negative public opinion towards the Group or the financial services sector as a whole could result from real or perceived practices in the banking sector, such as money laundering, internal or external fraud, negligence during the provision of financial products or services, or even from the way that the Group conducts, or is perceived to conduct, its business. Although the Group makes all possible efforts to comply with applicable regulatory requirements, negative publicity and negative public opinion could adversely affect the Group's ability to maintain and attract customers, in particular, institutional and retail depositors, which could adversely affect the Group's business, financial condition, results of operations and prospects.

1.2.23 The Greek banking sector is subject to strikes, which may adversely affect the Group's operations

Most of the Issuer's employees belong to a union and the Greek banking industry has been subject to strikes over wage and pension issues. Prolonged strikes could have a material adverse effect on the Issuer's operations in the Hellenic Republic, either directly or indirectly - for example, it could have an impact on the willingness

or ability of the Greek government to pass the reforms necessary to successfully implement its post-ESM Programme commitments.

1.2.24 The value of certain financial instruments recorded at fair value is determined using financial models incorporating assumptions, judgements and estimates that may change over time or may not be accurate

In establishing the fair value of certain financial instruments, the Group relies on quoted market prices or, where the market for a financial instrument is not sufficiently active, internal valuation models that utilise observable financial market data. In certain circumstances, the data for individual financial instruments or classes of financial instruments utilised by such valuation models may not be available or may become unavailable due to changes in financial market conditions. In such circumstances, the Group's internal valuation models require the Group to make assumptions, judgements and estimates to establish fair value. These internal valuation models are complex, and the assumptions, judgements and estimates the Group is required to make often relate to matters that are inherently uncertain, such as expected cash flows. Such assumptions, judgements and estimates may need to be updated to reflect changing facts, trends and market conditions. The resulting change in the fair values of the financial instruments could have a material adverse effect on the Group's earnings and financial condition. Also, market volatility and illiquidity make it difficult to value certain of the Group's financial instruments. Valuations in future periods, reflecting prevailing market conditions, may result in changes in the fair values of these instruments, which could have a material adverse effect on the Group's results, financial condition and prospects, particularly if any of the various instruments and strategies that are used to economically hedge exposure to market risk is not effective.

1.2.25 The Issuer is exposed to risk of fraud and illegal activities of other forms which, if they are not dealt with successfully or in a timely manner, could have negative effects on its business, financial condition, results of operation and prospects

The Group is subject to rules and regulations related to money laundering and terrorism financing. Compliance with anti-money laundering and anti-terrorist financing rules entails significant cost and effort, especially after the imposition of a new set of sanctions on Russia, Russian individuals and Russian assets in light of the war in Ukraine. Non-compliance with these rules may have serious consequences, including adverse legal and reputational consequences. Although current anti-money laundering and anti-terrorism financing policies and procedures are adequate to ensure compliance with applicable legislation, it cannot be guaranteed that they will comply at all times with all rules applicable to money laundering and terrorism financing as extended to the whole Group and applied to its workers in all circumstances. A possible violation, or even any suspicion of a violation of these rules, may have serious legal and financial consequences, which could have a material and adverse effect on the Issuer's business, financial condition, results of operations and prospects.

1.2.26 Economic hedging may not prevent losses

If any of the various instruments and strategies that are used to economically hedge exposure to market risk is not effective, the Issuer may incur losses. Many of the Issuer's hedging strategies are based on historical trading patterns and correlations. Unexpected market developments may therefore adversely affect the effectiveness of these hedging strategies.

1.2.27 The Group may have to bear additional costs in regard to staff costs.

Under the measures for the implementation of its strategy, the number of the Group's employees in Greece between 2020 and 2022 was significantly reduced (7,361 employees as of 31 December 2020, 5,919 employees as of 31 December 2021 and 5,936 employees as of 31 December 2022 as a result of the voluntary separation schemes described below as well as completion of the transfer of the Issuer's business of servicing NPEs to Cepal Hellas. In September 2019, the Group announced a voluntary exit scheme with a total cost of €46.9 million for the year ended 31 December 2019 and, in 2021, announced voluntary separation schemes with a total cost of €97.2 million. While the Group is fully compliant with the relevant provisions of applicable

legislation, it cannot know whether, nor guarantee that, these measures or any other future action relating to the implementation of any potential further reduction in the number of the Group's employees will not result in legal disputes or disruption to its business activities. Such initiatives on a large scale may lead to additional restructuring expenditure in terms of staff costs.

1.2.28 The Group's systems and networks have been, and will continue to be, vulnerable to an increasing risk of continually evolving cyber security risks or other technological risks which could result in the disclosure of confidential client or customer information, damage to the Group's reputation, additional costs to the Group, regulatory penalties and financial losses

A significant portion of the Group's operations relies heavily on the secure processing, storage and transmission of confidential and other information as well as the monitoring of a large number of complex transactions on a constant basis. The Group stores an extensive amount of personal and client-specific information for its retail, corporate and governmental customers and clients and must accurately record and reflect their extensive account transactions. The proper functioning of the Group's payment systems, financial and sanctions controls, risk management, credit analysis and reporting, accounting, customer service and other information technology systems, as well as the communication networks between its branches and main data processing centres, is critical to the Group's operations. These activities have been, and will continue to be, subject to an increasing risk of cyber-attacks, the nature of which is also continually evolving. The Group's computer systems, software and networks have been and will continue to be threatened by unauthorised access, loss or destruction of data (including confidential client information), account takeovers, unavailability of service, computer viruses or other malicious code, cyber-attacks and other events. These threats may derive from human error, fraud or malice on the part of employees or third parties, or may result from accidental technological failure. If one or more of these events occurs, it could result in the disclosure of confidential client information, damage to the Group's reputation with its clients and the market, additional costs to the Group (such as repairing systems or adding new personnel or protection technologies), regulatory penalties and financial losses, to both the Group and its clients. Such events could also cause interruptions or malfunctions in the operations of the Group (such as the lack of availability of the Group's online banking systems), as well as the operations of its clients, customers or other third parties. Given the volume of transactions at the Group, certain errors or actions may be repeated or compounded before they are discovered and rectified, which would further increase these costs and consequences.

In addition, third parties with which the Group does business may also be sources of cyber security risks or other technological risks. The Group outsources a limited number of supporting functions, such as printing of customer credit card statements and processing of cards, which results in the storage and processing of customer information externally. Although the Group adopts a range of actions to eliminate the exposure resulting from outsourcing, such as not allowing third-party access to the production systems and operating a highly controlled IT environment with a multi-layered defence-in-depth approach, unauthorised access, loss or destruction of data or other cyber incidents could occur, resulting in similar costs and consequences to the Group as those discussed above. While the Group maintains insurance coverage that may, subject to policy terms and conditions, cover certain aspects of cyber security risks such as fraud and financial crime, such insurance coverage may be insufficient to cover all losses.

Enforcement of the EU General Data Protection Regulation may affect the Group's business Regulation (EU) No. 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (also known as the EU General Data Protection Regulation or the **GDPR** represents a new legal framework for data protection in the EU. It has applied directly in all EU Member States since 25 May 2018. Although a number of basic principles under the previous Greek data privacy legal framework remain the same under the GDPR, the GDPR also introduces new obligations on data controllers and enhanced rights for data subjects.

The GDPR applies to the processing of personal data in the context of the activities of an establishment of a controller or a processor in the EU, regardless of whether the processing takes place in the EU or not, and also extends to the processing of personal data of data subjects who are in the EU by a controller or processor not

established in the EU, where the processing activities are related to the offering of goods or services to such data subjects in the EU. Regulators have the power to impose administrative fines and penalties for a breach of obligations under the GDPR, including fines for serious breaches of up to 4 per cent. of the relevant company's total worldwide annual turnover in the preceding financial year or €20 million (whichever is higher) and fines of up to 2 per cent. of the relevant company's total worldwide annual turnover in the preceding financial year or €10 million (whichever is higher) for other specified infringements. The GDPR identifies a list of points to consider when imposing fines (including the nature, gravity and duration of the infringement).

Additionally, on 29 August 2019, Greek Law 4624/2019 was enacted into Greek law, which, in conjunction with Greek Law 2472/1997 (some articles of which remain in force), *inter alia*, implements the GDPR and, together with Greek Law 3471/2006 and other relevant regulations, legislation and guidelines, provides for protections relating to the processing of personal data. The Hellenic Data Protection Authority is the competent authority which supervises the application of the GDPR, national data protection laws, as well as other regulations, legislation and guidelines with respect to the protection of personal data.

The Issuer, due to the nature of its activities, processes various types of personal information. Non-compliance with any applicable regulations or legislation could entail very substantial regulatory sanctions and civil claims.

1.3 Risks relating to funding

1.3.1 The Group might have limited sources of liquidity, which are not guaranteed and the cost of which may increase materially

The recent economic recession in Greece has adversely affected the Group's credit risk profile, which has, from time to time, restricted the Group from obtaining funding in the capital markets, and increased the cost of such funding and the need for additional collateral requirements in repurchase contracts and other secured funding arrangements, including those with the Eurosystem. Although access to capital markets has gradually been reinstated over the last few years, concerns relating to the ongoing impact of current economic conditions (especially in the post-COVID-19 era), Russia's invasion of Ukraine and potential delays in the completion by the Hellenic Republic of key structural reforms (as part of its post-ESM Programme commitments) may restrict the Issuer's ability to obtain funding in the capital markets in the medium term.

The Issuer's principal sources of liquidity are (i) its deposit base, (ii) Eurosystem funding via the Targeted Longer-term Refinancing Operations (**TLTROs**) with the ECB and (iii) repurchase securities agreements (repos) with major foreign financial institutions. ECB funding and repos with financial institutions are collateralised by high quality liquid assets, such as European Financial Stability Fund (**EFSF**) bonds, EU sovereign bonds, Greek government bonds and Treasury Bills, as well as by other assets, such as highly rated corporate loans, covered bonds and asset backed securities issued by the Issuer. As of 24 June 2020, the Issuer had fully repaid the ECB its TLTRO II participation (€3.1 billion) and participated in the TLTRO III operation (€11.9 billion). As of 30 September 2022, the Issuer's total Eurosystem funding was €13 billion. Any change in the terms of TLTRO III could affect the Issuer's liquidity position and costs. Although the Issuer's liquidity position has improved, with no dependence on emergency liquidity assistance (**ELA**) since February 2019, there can be no assurance that the Issuer's funding needs will continue to be met by, or that it will continue to have access to, Eurosystem funding in the future.

In addition, deposit outflows could have a material adverse impact on the Issuer's deposit base and on the amount of the Issuer's ECB and ELA eligible collateral, which could have a material adverse impact on the Group's liquidity and the Group's access to Eurosystem funding in the future, which may in turn threaten the Issuer's ability to continue as a going concern.

Furthermore, the liquidity that the Issuer is able to access from the ECB or ELA may be adversely affected by changes in ECB and Bank of Greece rules relating to collateral. If the ECB or the Bank of Greece were to revise their respective collateral standards, remove asset classes from being accepted, or increase the rating requirements for collateral securities such that certain instruments were no longer eligible to serve as collateral

with the ECB or the Bank of Greece, or the credit rating of the Hellenic Republic is downgraded, the Issuer's access to these facilities could be diminished and the cost of obtaining such funds could increase.

1.3.2 An accelerated outflow of funds from customer deposits could cause an increase in the Issuer's costs of funding and have a material adverse effect on the Group's and the Issuer's business, financial condition, results of operations and prospects.

Historically, one of the Issuer's principal sources of funds has been customer deposits. If depositors withdraw their funds at a rate faster than the rate at which borrowers repay their loans, or if the Issuer is unable to obtain the necessary liquidity by other means, it would be unable to maintain its current levels of funding without incurring significantly higher funding costs, having to liquidate certain assets or increasing its Eurosystem borrowings.

The on-going availability of customer deposits to fund the Issuer's loan portfolio is subject to potential changes in certain factors outside the Issuer's control, such as depositors' concerns relating to the economy in general, the financial services industry or the Issuer specifically, an increasing tax burden thus leading depositors to use their funds (and subsequently decrease their deposits), increased competition by Greek and foreign banks through internet deposit products, perceived risks relating to bail-in measures and the availability and extent of deposit guarantees. Any of these factors individually or in combination could lead to a sustained reduction in the Issuer's ability to access customer deposit funding on appropriate terms in the future, which would impact the Issuer's ability to fund its operations and meet its minimum liquidity requirements and have an adverse effect on the Issuer's business, financial condition, results of operations and prospects.

1.4 Risks relating to regulation

1.4.1 The Group is subject to extensive and complex regulation, which is the subject of ongoing change and reform in each jurisdiction in which it operates, imposing a significant compliance burden on the Group and increasing the risk of non-compliance

The Group is subject to financial services laws, regulations, administrative actions and policies in each jurisdiction in which it operates. All of these regulatory requirements are subject to change, particularly in the current market environment, where there have been unprecedented levels of government intervention and changes to the regulations governing financial institutions. In response to the global financial crisis, national governments as well as supranational groups, such as the EU, have been considering and implementing significant changes to current bank regulatory frameworks, including those pertaining to capital adequacy, liquidity and the scope of banks' operations. For example, significant amendments to Regulation (EU) No 575/2013, Directive 2014/59/EU and Regulation (EU) No 806/2014 were published in the Official Journal of the EU in June 2019. The amendments to Regulation (EU) No 575/2013 introduced by virtue of Regulation (EU) 2019/876 have been directly applicable since 28 June 2021, subject to certain exceptions, with further amendments introduced by Regulation (EU) 2020/873 and 2021/558 to mitigate the economic effects of the COVID-19 pandemic. Moreover, Directives (EU) 2019/878 and 2019/2034, which amend Directive 2013/36/EU, were transposed into Greek law by virtue of Greek Laws 4799/2021 and 4920/2022 respectively.

Compliance with new requirements may also restrict certain types of transactions, affect the Group's strategy and limit or adversely affect the way in which the Group prices its products, any of which could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

As regulation becomes increasingly complex, the risk of non-compliance with applicable regulation increases. Actual or perceived non-compliance with applicable regulation could result in litigation or regulatory investigation, either of which could result in sanctions, monetary or otherwise. Any such sanctions could have a material adverse effect on the Group's business, financial condition, results of operations and prospects. Moreover, any determination (by a regulator or otherwise) that the Group has not complied with applicable regulation may have an adverse effect on the Group's reputation.

1.4.2 The Group and the Issuer are required to maintain minimum capital ratios, and changes in regulation may result in uncertainty about their ability to achieve and maintain required capital levels and liquidity.

The Group and the Issuer are required by their regulators to maintain minimum capital ratios – see "*Regulation and Supervision of Banks in Greece – Guidelines for Capital Requirements*". These required levels may increase in the future, for example pursuant to the supervisory review and evaluation process (SREP) as applied to the Group and the Issuer. In addition, the manner in which the requirements are applied may adversely affect the Group and/or the Issuer's capital ratios.

The Issuer, its regulated subsidiaries and its branches are subject to the risk of having insufficient capital resources or a lack of liquidity to meet the minimum regulatory capital and/or liquidity requirements set by their regulators. In addition, those minimum regulatory capital requirements are likely to increase in the future and the methods of calculating capital resources may change, including in ways that result in the Issuer or the Group's capital ratios being worse than under the existing methodology for calculating them. The SSM could introduce risk-weighted asset (**RWA**) floors (as it has done in other jurisdictions), and further harmonisation of booking of RWAs could increase the risk weighting of exposures. In addition, proposals have been discussed that would cap the amount of sovereign bonds banks could hold, or assign risk weights to sovereign bond holdings, which could require banks to raise additional capital.

For example, under the HAPS, introduced by virtue of Law 4649/2019, and HAPS 2, the Greek government grants its irrevocable and unconditional guarantee in favour of the senior notes issued in the context of securitisation structures and submitted in the scope of HAPS. The prudential regulator has communicated that such senior notes with the benefit of the Greek State guarantee will receive a 0 per cent. risk weighting. The Issuer has retained the whole of the senior notes issued under Project Galaxy for the securitisation of NPEs, which has been submitted under the HAPS and has received from the State irrevocable and unconditional guarantee and under Project Cosmos, for which a binding agreement was signed on 22 October 2021 with an application submitted under the HAPS scheme extension. Nevertheless, there can be no assurance that such regulatory treatment will be retained in the future or that a higher risk weighting, in the light of any adverse developments causing underperformance of the securitisation structures, will not be introduced.

Likewise, the Group is obliged under applicable regulations to retain a certain liquidity coverage ratio – see "*Regulation and Supervision of Banks in Greece – Guidelines for Capital Requirements – Liquidity Requirements*". Such liquidity requirements may come under increased scrutiny and may place additional stress on the Group's liquidity demands in the jurisdictions in which it operates. Compliance with new requirements may increase the Group's regulatory capital and liquidity requirements and costs, disclosure requirements, restrict certain types of transactions, affect its strategy and limit or require the modification of rates or fees that are charged on certain loan and other products, any of which could lower the return on the Group's investments, assets and equity. Any of these factors may result in the need for additional capital for the Group. If the Group is not able to meet its capital requirements by raising funds from the capital markets, it may need to seek additional funding by means of state aid and/or from the applicable resolution authority, thereby increasing the likelihood that shareholders will be subject to limitations on their rights and/or incur significant losses in their investments, inter alia, by operation of the applicable provisions of the BRRD Law (as defined below) and the HFSF Law. Similarly, holders of the Covered Bonds (Covered Bondholders or holders) may be subjected to resolution measures by the competent authority by operation of the BRRD Law *– see further "Regulation and Supervision of Banks in Greece – Transposition of Directive 2014/59 establishing a Framework for the Recovery and resolution of credit institutions".*

Negative results in the Group's stress testing may have an adverse effect on the Group's funding cost or the public's confidence in the Group and, consequently, may adversely affect its business, financial condition, results of operations and prospects.

The EBA conducts stress tests in order to evaluate the capital base of EU banks and identify potential capital shortfalls. Stress tests analysing the European banking sector have been, and the Issuer anticipates that they

will continue to be, published by national and supranational regulatory authorities. For example, on 30 July 2020 the Board of Supervisors of the European Banking Authority (**EBA**) agreed on the tentative timeline and sample for the 2021 EU-wide stress test. The exercise launched on 29 January 2021 and its results were announced on 30 July 2021. As per such results, Alpha Holdings successfully concluded the 2021 EU-wide stress test. In particular, the starting point of the exercise was 31 December 2020, when the Issuer had a Common Equity Tier I (**CET1**) transitional ratio of 17.1 per cent., a CET1 fully loaded ratio of 14.6 per cent. as well as a leverage ratio (transitional) of 12.5 per cent. and a leverage ratio (fully loaded) of 10.7 per cent.

Under the baseline scenario, the capital generation for the 3-year period was 2.8 per cent. absorbing 2.4 per cent. IFRS 9 phase-in, resulting in a 2023 CET1 transitional ratio of 17.4 per cent. The 2023 CET1 fully loaded ratio reached 17.3 per cent. while the 2023 leverage ratio (fully loaded) came to 13.0 per cent.

Under the adverse scenario, the 2023 CET1 transitional ratio stood at 8.4 per cent., largely driven by the negative impact of credit risk. The 2023 CET1 fully loaded ratio came to 8.3 per cent., while the 2023 leverage ratio (fully loaded) resulted in 6.1 per cent.

On 8 December 2021, the Board of Supervisors of the EBA decided to carry out the next EU-wide stress test in 2023.

Asset quality reviews and stress testing exercises in countries where the Group operates may result in additional capital requirements. In addition, a loss of confidence in the banking sector following the announcement of any stress tests that take place from time to time regarding the Group or the Greek banking system as conducted in accordance with the legislative framework in force, or a market perception that any such stress tests are not rigorous enough, could also have a negative effect on the Group's cost of funding and may thus have a material adverse effect on its results of operations and financial condition.

1.4.3 The Bank Recovery and Resolution Directive may have a material adverse effect on the Group's and the Issuer's business, financial condition, results of operations and prospects

Directive 2014/59/EU, as amended by Directive (EU) 2019/879, Directive (EU) 2019/2034 and Directive (EU) 2019/2162 and as may be further amended from time to time (the **BRRD**), sets out rules designed to harmonise and improve the tools for dealing with bank crises across the EU to ensure that shareholders, creditors and unsecured depositors mandatorily participate in the recapitalisation and/or the liquidation of troubled banks. The BRRD has been implemented in Greece by virtue of Greek Law 4335/2015, as amended by Greek Law 4799/2021 and most recently amended by Greek Law 4920/2022 and as amended from time to time (the **BRRD Law**) and in the other EU countries in which the Group has banking operations.

Where a financial holding company (such as Alpha Holdings) and/or a credit institution (such as the Issuer) is determined to be failing or likely to fail (as contemplated by the BRRD) and there is no reasonable prospect that any alternative solution would prevent such failure, various resolution actions are available to the relevant regulator under the BRRD comprising the asset separation tool, the bridge institution tool, the sale of business tool and the bail-in tool. These resolution actions are described under "*Regulation and Supervision of Banks in Greece – Transposition of Directive 2014/59 establishing a Framework for the Recovery and resolution of credit institutions*. The BRRD separately contemplates that certain capital instruments (including the Covered Bonds) and internal eligible liabilities may be subject to non-viability loss absorption in addition to the application of the general bail-in tool. At the point of non-viability of the Issuer or the Group, the SRB, in co-operation with the competent resolution authority, may write down such capital instruments and eligible liabilities and/or convert them into shares. The "no creditor worse off" principle (as set out in Article 34(1)(g) of the BRRD) does not apply to non-viability loss absorption pursuant to Article 59 of the BRRD.

Should Alpha Holdings and/or the Issuer be determined to be failing or likely to fail (as contemplated by the BRRD), the application of any of the powers and tools under the banking recovery and resolution regulations applicable to it (including the BRRD) could result in the removal of its Board of Directors and management team and could adversely affect the Group's business, financial condition, results of operations and prospects.

This could also result in Covered Bonds being written down, converted to equity or cancelled by the competent resolution authority, which could lead to a partial or total loss of investment by the Covered Bondholders regardless of whether or not the financial position of Alpha Holdings and/or Issuer is restored. The resolution authorities may also decide to reduce the nominal interest rate of any Covered Bonds.

The BRRD prescribes minimum requirements for own funds and eligible liabilities in the EU legislation (**MREL**). The MREL framework provides that there should be sufficient loss-absorbing and recapitalisation capacity available in resolution of any credit institution to implement an orderly resolution that minimises any impact on financial stability, ensures the continuity of critical functions, and avoids exposing taxpayers (public funds) to loss. The Single Resolution Board (**SRB**) has been authorised to calculate and determine the level of MREL for each EU systemic credit institution (including the Issuer). Accordingly, the binding MREL level will apply to the Issuer (and its consolidated group) and not to the consolidated Group).

On 23 March 2022, the Issuer received a communication from the SRB regarding its binding MREL. The requirements are based on the Bank Recovery and Resolution Directive, i.e. Directive (EU) 2019/879 (BRRD II), which was transposed under Greek Law 4799/2021 on 18 May 2021.

The SRB decision is based on a single point of entry resolution strategy through the Issuer. Alpha Holdings will be the sole issuer of external capital instruments (such as the notes) and has already issued Tier 2 capital instruments. The Issuer will be the Group's sole issuer of external MREL debt and funding instruments and issued €500,000,000 Fixed Rate Reset Senior Preferred Notes due 2028 on 23 September 2021, €400,000,000 Fixed Rate Reset Senior Preferred Notes due 2024 on 10 December 2021 (out of which €368.773.000 were repurchased on 13 December 2022 while the remining were redeemed full on 14 February 2023), €400,000,000 Fixed Rate Reset Senior Preferred Notes due 2025 on 1 November 2022 and €450,000,000 Fixed Rate Reset Senior Preferred Notes due 2027 on 16 December 2022.

According to the SRB decision, the Issuer needs to meet, from 1 January 2026 on a consolidated basis, the following MREL requirements, namely 23.37 per cent. of Total Risk Exposure Amount (**TREA**) and 5.92 per cent. of Leverage Exposure (**LRE**). The final MREL target is subject to annual review. The communication also sets out the interim MREL requirements that must be met from 1 January 2022, namely 14.02 per cent. of TREA and 5.91 per cent. of LRE. The interim MREL requirements were successfully.

The MREL ratio expressed as a percentage of TREA does not include the combined buffer requirement, currently at 3.50 per cent. In line with the regulatory classification of the Issuer and the 'no creditor worse off' assessment, no subordination requirement has been set for the Issuer. The MREL ratio for the Issuer (at a consolidated level) stood at 19.13 per cent. of RWAs as of 30 September 2022, while taking into account the two issuances of senior preferred instruments by the Issuer concluded within the fourth quarter of 2022, the MREL ratio increased to 20.44 per cent. of RWAs.

If market conditions are limited, this could adversely affect the Issuer's ability to comply with the SRB's requirements or could result in the Issuer issuing MREL at very high costs, which could adversely affect the Group's business, financial condition, results of operations and prospects.

If the Group fails to meet its combined buffer requirement (which will also be considered in conjunction with its MREL resources), resolution authorities have the power to prohibit certain distributions under the BRRD Law, including interest payments under the Covered Bonds.

The SRB's resolution powers (as the competent resolution authority under the BRRD) may also affect the confidence of the Issuer's depositors and so may have a significant impact on the Group's results of operations, business, assets, cash flows and financial condition, as well as on the Group's funding activities and the products and services it offers.

1.5 Risks relating to credit and other financial risks

1.5.1 Wholesale borrowing costs and access to liquidity and capital may be negatively affected by any future downgrades of the Hellenic Republic's credit rating

The capacity of the Hellenic Republic to maintain its credit ratings is an important element of its economic and financial recovery, and financial conditions in the private sector will, to a significant extent, depend on such credit ratings. However, there is still considerable uncertainty surrounding the prospective pace of improvement in Greece's sovereign rating.

Downgrades of the Hellenic Republic's rating could occur, for example, as a result of the deterioration of the country's public finances due to COVID-19, or in the event of uncertainty regarding the country's commitment or ability to complete all fiscal reforms or meet other related obligations within the expected timeframe, or as a result of macroeconomic impact caused by the conflict in Ukraine. Should any downgrades occur or rating outlooks turn negative, the financing costs of the Hellenic Republic would increase and its access to capital markets could be disrupted, with negative effects on the cost of capital for Greek banks (including the Issuer) and the Group's business, financial condition and results of operations. Downgrades of the Hellenic Republic's credit rating could also result in a corresponding downgrade in the Issuer's credit rating and, as a result, increase wholesale borrowing costs and the Group's access to liquidity, which could adversely affect the Group's business and results of operations.

1.6 Risks relating to operations outside the Hellenic Republic

1.6.1 The Group conducts international activities outside of Greece

In addition to its operations in the Hellenic Republic, the Group has operations in Cyprus, Romania, the UK and Luxembourg. The Group's operations in Cyprus and Romania are the Group's largest and most significant operations outside of the Hellenic Republic, accounting for 2.3 per cent. and 7.3 per cent., respectively, of the Group's total gross loans as of 30 September 2022. As of 30 September 2022, loans and advances to customers before allowance for impairment losses relating to the Group's international operations in South Eastern Europe (Cyprus and Romania) amounted to €3.8 billion and due to customers amounted to €5.1 billion. The Group's South Eastern Europe operations are exposed to the risk of adverse political, geopolitical, governmental or economic developments, as well as to changes in the regulatory and legal framework in the countries in which it operates. The war in Ukraine may adversely affect South Eastern European countries and especially the Cypriot economy which is more dependent on Russian economic activity.

The majority of the Group's South Eastern Europe operations are in economies in which the Group faces particular operational risks and unpredictability including, amongst other things, deficit and inflation increases and unexpected new legislation. Such factors could have a material adverse effect on the Group's business, results of operations and financial condition.

The Group's South Eastern Europe operations also expose the Group to foreign currency risk. A decline in the value of the currencies in which the Group's South Eastern Europe subsidiaries receive their income or value their assets relative to the value of the euro may have an adverse effect on the results of operations and financial condition. In addition, the event of a macroeconomic crisis in Greece may materially adversely affect the Group's South Eastern Europe operations and increase depositors' concerns in these countries, which may, in turn, affect their willingness to continue to do business with the Issuer's international subsidiaries.

On 18 July 2022, the Alpha Holdings announced that Alpha International Holdings Single Member S.A., a fully owned subsidiary of the Group, had completed the sale of its 100 per cent. stake in the share capital of Alpha Bank Albania SHA to OTP Bank Plc, following the issuance of the relevant regulatory approvals (**Project Riviera**).

B. RISKS RELATING TO THE COVERED BONDS

2.1 Covered Bonds where denominations involve integral multiples: definitive Covered Bonds

In relation to any issue of Covered Bonds that have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Covered Bonds may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case, a Covered Bondholder who, as a result of trading such amounts, holds an amount which (after deducting integral multiples of such minimum Specified Denomination) is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Covered Bond in respect of such holding (should definitive Covered Bonds be printed) and would need to purchase a principal amount of Covered Bonds such that its holding amounts to a Specified Denomination.

If definitive Covered Bonds are issued, Covered Bondholders should be aware that definitive Covered Bonds that have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

2.2 Differences in timings of obligations of the Issuer and the Covered Bond Swap Provider under the Covered Bond Swaps

With respect to each of the Covered Bond Swaps, the Issuer (or the Servicer on its behalf) will, periodically, pay or provide for payment of an amount to each corresponding Covered Bond Swap Provider based on EURIBOR for Euro deposits for the agreed period. The Covered Bond Swap Provider may not be obliged to make corresponding swap payments to the Issuer under a Covered Bond Swap until amounts are due and payable by the Issuer under the Covered Bonds. If a Covered Bond Swap Provider does not meet its payment obligations to the Issuer under the relevant Covered Bond Swap Agreement or such Covered Bond Swap Provider does not make a termination payment that has become due from it to the Issuer under the Covered Bond Swap Agreement, the Issuer may have a larger shortfall in funds with which to make payments under the Covered Bonds than if the Covered Bond Swap Provider's payment obligations coincided with Issuer's payment obligations under the Covered Bond Swap. Hence, the difference in timing between the obligations of the Issuer and the obligations of the Covered Bond Swap Providers under the Covered Bond Swaps may affect the Issuer's ability to make payments with respect to the Covered Bonds. A Covered Bond Swap Provider may be required, pursuant to the terms of the relevant Covered Bond Swap Agreement, to post collateral with the Issuer if the relevant rating of the Covered Bond Swap Provider is downgraded by a Rating Agency below the rating specified in the relevant Covered Bond Swap Agreement.

2.3 Series specific risks.

Fixed Rate Covered Bonds, Floating Rate Covered Bonds and Zero Coupon Covered Bonds (or a combination of any of the foregoing) may be issued under the Programme. A number of these Covered Bonds may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

2.4 Exchange rate risks and exchange controls.

The Issuer (or the Servicer on its behalf) will pay principal and interest on the Covered Bonds in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit other than the Specified Currency (the **Investor's Currency**). These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency equivalent yield on the Covered Bonds, (2) the Investor's Currency-equivalent value of the principal

payable on the Covered Bonds and (3) the Investor's Currency-equivalent market value of the Covered Bonds. As a result, investors may receive less interest or principal than expected, or no interest or principal (in an Investor's currency-equivalent basis).

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Fixed Rate Covered Bonds. Investment in Fixed Rate Covered Bonds involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Covered Bonds.

Fixed/Floating Rate Covered Bonds. If the Issuer has the right to convert the interest rate on any Covered Bonds from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Covered Bonds concerned Fixed/Floating Rate Covered Bonds are Covered Bonds which may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the Issuer has the right to affect such a conversion, this will affect the secondary market and the market value of the Covered Bonds since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed/Floating Rate Covered Bonds may be less favourable than then prevailing spreads on comparable Floating Rate Covered Bonds tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Covered Bonds. If the Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing market rates

2.5 Extendable obligations under the Covered Bonds

Unless specified otherwise in the Final Terms or previously redeemed as provided in the Conditions, the Covered Bonds of each Series will be redeemed at their Principal Amount Outstanding on the relevant Final Maturity Date. If the Covered Bonds are not redeemed in full on the relevant Final Maturity Date such Covered Bonds will become Pass Through Covered Bonds. If the Covered Bonds are not redeemed on the relevant Extended Final Maturity Date, then the Trustee shall, serve a Notice of Default on the Issuer pursuant to the Conditions. Following the service of a Notice of Default: (a) any Covered Bond which has not been redeemed on or prior to its Extended Final Maturity Date shall remain outstanding at its Principal Amount Outstanding, until the date on which such Covered Bond is cancelled or redeemed; and (b) interest shall continue to accrue on any Covered Bond which has not been redeemed on its Extended Final Maturity Date and any payments of interest or principal in respect of such Covered Bond shall be made in accordance with the Post Event of Default Priority of Payments until the date on which such Covered Bond is cancelled or redeemed.

The applicable Final Terms provide that the Issuer's obligations under the relevant Covered Bonds to pay the Principal Amount Outstanding on the relevant Final Maturity Date may be deferred past the Final Maturity Date until the Extended Final Maturity Date (as specified in the Final Terms) (such date the **Extended Final Maturity Date**). In such case, such deferral will occur automatically if the Issuer fails to pay any amount representing the amount due on the Final Maturity Date as set out in the Final Terms (the **Final Redemption Amount**) in respect of the relevant Series of Covered Bonds on their Final Maturity Date provided that, any amount representing the Final Redemption Amount due and remaining unpaid on the Final Maturity Date may be paid by the Issuer on any Interest Payment Date thereafter up to (and including) the relevant Extended Final Maturity Date.

To the extent that the Issuer has sufficient monies available under the Priority of Payments to pay in part the Final Redemption Amount, partial payment of the Final Redemption Amount shall be made as described in Condition 7.1 (*Final redemption*). Payment of the unpaid portion of the Final Redemption Amount shall be deferred automatically until the applicable Extended Final Maturity Date. The Issuer shall be entitled to make payments in respect of the Final Redemption Amount on any Interest Payment Date thereafter up until the Extended Final Maturity Date.

Interest will continue to accrue and be payable on any unpaid amounts on each Interest Payment Date up to the Extended Final Maturity Date in accordance with the Conditions and the Issuer (or the Servicer on its behalf) will make payments on each relevant Interest Payment Date and Extended Final Maturity Date.

2.7 Covered Bonds subject to optional redemption by the Issuer.

An optional redemption feature of Covered Bonds is likely to limit their market value. During any period when the Issuer may elect to redeem Covered Bonds, the market value of those Covered Bonds generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Covered Bonds when its cost of borrowing is lower than the interest rate on the Covered Bonds. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Covered Bonds being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

2.8 Covered Bonds which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates.

The market values of securities issued at a substantial discount (such as Zero Coupon Covered Bonds) or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for more conventional interest-bearing securities. Generally, the longer the remaining term of such securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities.

2.9 Covered Bonds issued under the Programme.

Covered Bonds issued under the Programme will either be fungible with an existing Series of Covered Bonds or have different terms to an existing Series of Covered Bonds (in which case they will constitute a new Series). All Covered Bonds will rank pari passu with each other in all respects and rateably without any preference or priority among themselves, irrespective of their Series, for all purposes except for the timing of the repayment of principal and the timing and amount of interest payable and will share in the security granted by the Issuer under the Deed of Charge.

Following the occurrence of an Event of Default and service by the Trustee of a Notice of Default, the Covered Bonds of all outstanding Series will become immediately due and payable against the Issuer.

2.10 Eurosystem Eligibility.

Any potential investor in the Covered Bonds should make their own conclusions and seek their own advice with respect to whether or not such Covered Bonds constitute Eurosystem eligible collateral.

2.11 Risks in relation to Pass Through Covered Bonds

If as a result of the occurrence of an Issuer Event a Series of Covered Bonds becomes a series of Pass Through Covered Bonds, there is a risk that Covered Bondholders of such series receive principal repayments earlier than expected, which may result in a lower yield on such Covered Bondholders' investment than expected.

If as a result of the occurrence of a breach of the Amortisation Test all Series of Covered Bonds become Pass Through Covered Bonds, there is a risk that, as a consequence of all Covered Bonds becoming Pass Through Covered Bonds, the speed of repayment of such Pass Through Covered Bonds will be reduced, because the available funds for repayment will be divided pro rata with respect to all Covered Bonds. In such case, it is likely that the repayment of such Covered Bonds will take longer. Covered Bondholders should be aware that

the period in which the Issuer can repay Covered Bonds on a pass-through basis is designed to match the underlying maturities of the loans comprising the Cover Pool and as a result any Series of Pass Through Covered Bonds may take a considerable time to be redeemed in full.

2.12 Obligations under the Covered Bonds

The Covered Bonds will not represent an obligation or be the responsibility of any of the Arrangers, the Dealers, the Trustee or any other party to the Programme, their officers, members, directors, employees, security holders or incorporators, other than the Issuer. The Issuer will be liable solely in its corporate capacity for their obligations in respect of the Covered Bonds and such obligations will not be the obligations of their respective officers, members, directors, employees, security holders or incorporators.

2.13 Covered Bonds not in physical form

Unless the Bearer Global Covered Bonds or the Registered Global Covered Bonds are exchanged for Bearer Definitive Covered Bonds or Registered Definitive Covered Bonds, respectively, which exchange will only occur in the limited circumstances set out under "*Forms of the Covered Bonds – Bearer Covered Bonds*" and "*Forms of the Covered Bonds – Registered Covered Bonds*" below, the beneficial ownership of the Covered Bonds will be recorded in book entry form only with Euroclear and Clearstream, Luxembourg. The fact that the Covered Bonds are not represented in physical form could, among other things:

- result in payment delays on the Covered Bonds because distributions on the Covered Bonds will be sent by or on behalf of the Issuer to Euroclear or Clearstream, Luxembourg instead of directly to Covered Bondholders;

- make it difficult for Covered Bondholders to pledge the Covered Bonds as security if Covered Bonds in physical form are required or necessary for such purposes; and

- hinder the ability of Covered Bondholders to resell the Covered Bonds.

2.14 Changes or uncertainty in respect of EURIBOR, SONIA and/or other interest rate benchmarks may affect the value, liquidity or payment of interest under the Covered Bonds.

Interest rates and indices which are deemed to be "benchmarks" are the subject of ongoing national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Covered Bonds referencing such a benchmark.

Regulation (EU) 2016/1011 (the **EU Benchmarks Regulation**) applies from 1 January 2018 in general, subject to certain transitional provisions. Certain requirements of the EU Benchmarks Regulation apply with respect to the provision of a wide range of benchmarks (including EURIBOR), the contribution of input data to a benchmark and the use of a benchmark within the European Union. In particular, the EU Benchmarks Regulation, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and to comply with extensive requirements in relation to the administration of benchmarks and (ii) prevents certain uses by EU-supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU-based, deemed equivalent or recognised or endorsed). Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the **UK Benchmarks Regulation**) among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material impact on any Covered Bonds linked to or referencing a benchmark in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

Investors should be aware that the euro risk free-rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates. .

Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Covered Bonds linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

Based on the foregoing, prospective investors should in particular be aware that:

(a) any of these reforms or pressures described above or any other changes to a relevant interest rate benchmark (including EURIBOR and SONIA) could affect the level of the published rate, including to cause it to be lower and/or more volatile than it would otherwise be;

(b) in circumstances where an amendment as described in paragraph (c) below has not been made at the relevant time, the rate of interest on the Covered Bonds will be determined for a period by the fall-back provisions provided for under Condition 5 (*Interest*) of the Terms and Conditions of the Covered Bonds, although such provisions, being dependent in part upon the provision by reference banks of offered quotations for leading banks in the Eurozone interbank market (in the case of EURIBOR) and may not operate as intended (depending on market circumstances and the availability of rates information at the relevant time) and may in certain circumstances result in the effective application of a fixed rate based on the rate which applied in the previous period when EURIBOR or SONIA was available;

(c) whilst an amendment may be made under Condition 15 (*Meetings of Covered Bondholders, Modification and Waiver*) in the Terms and Conditions of the Covered Bonds to change the base rate of the Floating Rate Covered Bonds from EURIBOR or SONIA rate (as applicable) to an alternative base rate under certain circumstances broadly related to EURIBOR or SONIA (as applicable) dysfunction or discontinuation and subject to certain conditions being satisfied, there can be no assurance that any such amendment will be made or, if made, that it (i) will fully or effectively mitigate all relevant interest rate risks or result in an equivalent methodology for determining the interest rates on the relevant Floating Rate Covered Bonds or (ii) will be made prior to any date on which any of the risks described in this risk factor may become relevant; and

(d) if EURIBOR or SONIA or any other relevant interest rate benchmark is discontinued, and whether or not an amendment is made under Condition 15 (*Meetings of Covered Bondholders, Modification and Waiver*) to change the base rate with respect to the Floating Rate Covered Bonds as described in

paragraph (c) above, there can be no assurance that the applicable fall-back provisions under the Covered Bond Swap Agreements would operate to allow the transactions under the Covered Bond Swap Agreements to fully or effectively mitigate interest rate risk in respect of the Covered Bonds.

In addition, it should be noted that broadly divergent interest rate calculation methodologies may develop and apply as between the Covered Bonds and/or the Covered Bond Swap Agreements due to applicable fall-back provisions or other matters and the effects of this are uncertain but could include a reduction in the amounts available to the Issuer to meet its payment obligations in respect of the Covered Bonds.

Moreover, any of the above matters (including an amendment to change the base rate as described in paragraph (c) above) or any other significant change to the setting or existence of EURIBOR, SONIA or any other relevant interest rate benchmark could affect the ability of the Issuer to meet its obligations under the Covered Bonds and/or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Covered Bonds. Changes in the manner of administration of EURIBOR, SONIA or any other relevant interest rate benchmark could result in adjustment to the Conditions, early redemption, discretionary valuation by the Calculation Agent, delisting or other consequences in relation to the Covered Bonds. No assurance may be provided that relevant changes will not occur with respect to EURIBOR, SONIA or any other relevant interest rate benchmark and/or that such benchmarks will continue to exist. Investors should consider these matters when making their investment decision with respect to the Covered Bonds.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or UK Benchmarks Regulation or any of the international or national reforms and the possible application of the benchmark replacement provisions of the Covered Bonds in making any investment decision with respect to the Covered Bonds.

2.15 The market continues to develop in relation to risk free rates (including overnight rates) as reference rates for Covered Bonds

Where the applicable Final Terms for a Series of Covered Bonds identifies that the Rate of Interest for such Covered Bonds will be determined by reference to SONIA or €STR, the Rate of Interest will be determined on the basis of Compounded Daily SONIA or €STR, as applicable (each as defined in the Conditions). Compounded Daily SONIA or €STR differs from LIBOR in a number of material respects, including (without limitation) that Compounded Daily SONIA or €STR are backwards-looking, risk-free overnight rates, whereas LIBOR is expressed on the basis of a forward-looking term and includes a risk-element based on inter-bank lending. As such, investors should be aware that LIBOR and SONIA or €STR may behave materially differently as interest reference rates for the Covered Bonds described in this Base Prospectus. The use of SONIA or €STR as a reference rate for Eurobonds is nascent, and is subject to change and development, both in terms of the substance of the calculation and in the development and adoption of market infrastructure for the issuance and trading of bonds referencing SONIA or €STR.

Accordingly, prospective investors in any Covered Bonds referencing SONIA or €STR should be aware that the market continues to develop in relation to SONIA or €STR as reference rates in the capital markets and their adoption as alternatives to Sterling LIBOR or EURIBOR, respectively. For example, in the context of backwards-looking SONIA or €STR rates, market participants and relevant working groups are currently assessing the differences between compounded rates and weighted average rates, and such groups are also exploring alternative reference rates based on SONIA or €STR, including forward-looking 'term' SONIA or €STR reference rates (which seek to measure the market's forward expectation of an average SONIA or €STR rate over a designated term). The adoption of SONIA or €STR may also see component inputs into swap rates or other composite rates transferring from LIBOR or another reference rate to SONIA or €STR, as applicable.

The market or a significant part thereof may adopt an application of SONIA or €STR that differs significantly from that set out in the Conditions of the Covered Bonds that reference a SONIA or €STR rate issued under this Base Prospectus. Furthermore, the Issuer may in future issue Covered Bonds referencing SOFR, SONIA or €STR that differ materially in terms of interest determination when compared with any previous SONIA or

€STR -referenced Covered Bonds issued by it. The nascent development of SONIA or €STR as interest reference rates for the Eurobond markets, as well as continued development of SONIA or €STR based rates for such market and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of any SONIA or €STR referenced Covered Bonds issued from time to time.

Furthermore, the Rate of Interest on Covered Bonds which reference SONIA or €STR is only capable of being determined at the end of the relevant Observation Period and immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Covered Bonds which reference SONIA or €STR to estimate reliably the amount of interest which will be payable on such Covered Bonds, and some investors may be unable or unwilling to trade such Covered Bonds without changes to their IT systems, both of which factors could adversely impact the liquidity of such Covered Bonds. Further, if the Covered Bonds become due and payable under Condition 10.1, the Rate of Interest payable shall be determined on the date the Covered Bonds became due and payable and shall not be reset thereafter.

In addition, the manner of adoption or application of SONIA or €STR reference rates in the bond markets may differ materially compared with the application and adoption of SONIA or €STR in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of SONIA or €STR reference rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Covered Bonds referencing SONIA or €STR.

Investors should carefully consider these matters when making their investment decision with respect to any such Covered Bonds.

2.16 Risk-free rates, such as Compounded Daily SONIA and SONIA Compounded Index, differ from interbank offered rates in a number of material respects

Compounded Daily SONIA and SONIA Compounded Index are risk-free rates. Risk-free rates differ from interbank offered rates in a number of material respects, including (without limitation) by being backwards-looking, compounded, risk-free, overnight rates, whereas interbank offered rates are generally expressed on the basis of a forward-looking term and includes a risk-element based on inter-bank lending. As such, investors should be aware that SONIA and SONIA Compounded Index as risk-free rates may behave materially differently than interbank offered rates as interest reference rates for the Covered Bonds.

Publication of SONIA and SONIA Compounded Index began in April 2018 and August 2020 respectively. These indices therefore have limited history. For that reason, future performance of SONIA and SONIA Compounded Index may be difficult to predict based on the limited historical performance. The level of SONIA or SONIA Compounded Index during the term of the Covered Bonds may bear little or no relation to historical levels. Prior observed patterns, if any, in the behaviour of market variables and their relation to SONIA or SONIA Compounded Index such as correlations, may change in the future.

Furthermore, interest on the Covered Bonds which reference SONIA or SONIA Compounded Index is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Covered Bonds which reference SONIA or SONIA Compounded Index to reliably estimate the amount of interest which will be payable on such Covered Bonds, and some investors may be unable or unwilling to trade such Covered Bonds without changes to their IT systems, both of which could adversely impact the liquidity of such Covered Bonds. Further, in contrast to interbank offered rate-based Covered Bonds, if the Covered Bonds referencing SONIA or SONIA Compounded Index become due and payable under Condition 10.1 (*Events of Default*), or are otherwise redeemed early on a date which is not an Interest Payment Date, the rate of interest payable for the final Interest Period in respect of such Covered Bonds shall only be determined immediately prior to the date on which the Covered Bonds become due and payable and shall not be reset thereafter.

2.17 The administrator of SONIA may make changes that could change the value of SONIA or discontinue SONIA

The Bank of England, as the administrator of SONIA and SONIA Compounded Index may make methodological or other changes that could change the value of SONIA or SONIA Compounded Index, including changes related to the method by which SONIA or SONIA Compounded Index is calculated, eligibility criteria applicable to the transactions used to calculate SONIA or SONIA Compounded Index, or timing related to the publication of SONIA or SONIA Compounded Index. In addition, the Bank of England may alter, discontinue or suspend calculation or dissemination of SONIA or SONIA Compounded Index, in which case a fallback method of determining the interest rate on the Covered Bonds will apply in accordance with the Conditions (see the risk factor "*Changes or uncertainty in respect of EURIBOR, SONIA and/or other interest rate benchmarks may affect the value, liquidity or payment of interest under the Covered Bonds*"). The Bank of England has no obligation to consider the interests of Covered Bondholders when calculating, adjusting, converting, revising or discontinuing SONIA or SONIA Compounded Index.

2.18 Ratings of the Covered Bonds

The credit ratings assigned to the Covered Bonds address:

(a) the likelihood of full and timely payment to Covered Bondholders of all payments of interest on each Interest Payment Date;

(b) the probability of default and loss given default; and

(c) the likelihood of ultimate payment of principal in relation to Covered Bonds on the Extended Final Maturity Date.

The expected credit ratings of the Covered Bonds are set out in the relevant Final Terms for each Series of Covered Bonds. Any Rating Agency may lower its rating or withdraw its rating if, in the sole judgment of the Rating Agency, the credit quality of the Covered Bonds has declined or is in question. If any credit rating assigned to the Covered Bonds is lowered or withdrawn, the market value of the Covered Bonds may reduce. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time.

In addition, the ratings assigned to the Covered Bonds may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Covered Bonds. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**) from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the European Union (the **EU**) and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

2.19 Rating Agency Confirmation in respect of Covered Bonds

The terms of certain of the Transaction Documents provide that, in certain circumstances, the Issuer must, and the Trustee may, obtain confirmation from one or more of the Rating Agencies that any particular action proposed to be taken by the Issuer, the Servicer or the Trustee will not adversely affect, or cause to be withdrawn, the then current ratings of the Covered Bonds (a **Rating Agency Confirmation**).

By acquiring the Covered Bonds, investors will be deemed to have acknowledged and agreed that, notwithstanding the foregoing, a credit rating is an assessment of credit and does not address other matters that may be of relevance to Covered Bondholders, including, without limitation, in the case of a Rating Agency Confirmation, whether any action proposed to be taken by the Issuer, Servicer, the Trustee or any other party to a Transaction Document is either (i) permitted by the terms of the relevant Transaction Document, or (ii) in the best interests of, or not prejudicial to, some or all of the Covered Bondholders. In being entitled to have regard to the fact that the one or more of the Rating Agencies have confirmed that the then current ratings of the Covered Bonds would not be adversely affected or withdrawn, each of the Issuer, the Trustee and the other Secured Creditors (including the Covered Bondholders) is deemed to have acknowledged and agreed that the above does not impose or extend any actual or contingent liability on the Rating Agencies to the Issuer, the Trustee, the Secured Creditors (including the Covered Bondholders) or any other person or create any legal relations between the Rating Agencies and the Issuer, the Trustee, the Secured Creditors (including the Covered Bondholders) or any other person whether by way of contract or otherwise.

Any such Rating Agency Confirmation may or may not be given at the sole discretion of each Rating Agency. It should be noted that, depending on the timing of delivery of the request and any information needed to be provided as part of any such request, it may be the case that a Rating Agency cannot provide a Rating Agency Confirmation in the time available or at all, and the Rating Agency will not be responsible for the consequences thereof. Such confirmation, if given, will be given on the basis of the facts and circumstances prevailing at the relevant time, and in the context of cumulative changes to the transaction of which the securities form part since the issuance closing date. A Rating Agency Confirmation represents only a restatement of the opinions given, and is given on the basis that it will not be construed as advice for the benefit of any parties to the transaction.

2.20 Certain decisions of Covered Bondholders taken at Programme level

Any Extraordinary Resolution to direct the Trustee to take any enforcement action must be passed at a single meeting of the holders of all Covered Bonds of all Series then outstanding.

2.21 General legal investment considerations

The transactions described in this Base Prospectus (including the issue of the Covered Bonds) and the ratings which are to be assigned to the Covered Bonds are based on the relevant law and administrative practice in effect as at the date hereof, and having regard to the expected tax treatment of all relevant entities under such law and practice. No assurance can be given as to the impact of any possible change to the law (including any change in regulation which may occur without a change in primary legislation), administrative practice or tax treatment after the date of this document or can any assurance be given as to whether any such change would adversely affect the ability of the Issuer to make payments under the Covered Bonds. In addition, it should be noted that regulatory requirements (including any applicable retention, due diligence or disclosure obligations) may be amended and there can be no assurance that any such changes will not adversely affect the compliance position of a transaction described in this Base Prospectus or of any party under any applicable law or regulation.

C. RISKS RELATING TO THE COVER POOL

3.1 Sale of Loans and their Related Security following the occurrence of an Issuer Event

Following the occurrence of an Issuer Event (but prior to the service of a Notice of Default) which is continuing, the Servicer shall be obliged to try to sell Loans and their Related Security in the Cover Pool in respect of the relevant Series of Pass Through Covered Bonds and Accumulation Covered Bonds on or before the First Refinance Date and on or before each Refinance Date thereafter having the Required Outstanding Principal Balance Amount (the **Selected Loans**) in accordance with the Servicing and Cash Management Deed, subject to the rights of pre-emption in favour of the Issuer to remove the Selected Loans from the Cover Pool, in the case of the sale of Selected Loans following an Issuer Event and (a) prior to a breach of the Amortisation Test, provided that where the Amortisation Test was met immediately prior to the proposed sale, that the Amortisation Test will continue to be met following any sale of Selected Loans or the removal of such Selected Loans from the Cover Pool provided that the amount by which the Amortisation Test is passed is not lessened or further reduced as a result of sale of such Selected Loans (unless the Selected Loans comprise the entire Cover Pool, for which case the only condition to the sale of such Selected Loans would be that Amortisation Test is not breached) and provided further that (b) where the Amortisation Test has been breached prior to such Selected Loans being sold, the Servicer may sell Selected Loans where the Amortisation Test will not be satisfied after such sale provided that the amount by which the Amortisation Test is breached is not worsened or further reduced as a result of sale of such Selected Loans. The proceeds from any such sale will be credited to the Transaction Account and applied in accordance with the applicable Priority of Payments. There is no guarantee that the Servicer will be able to sell in whole or in part the Loan Assets as the Servicer may not be able to find a buyer at the time it is obliged to attempt to sell.

The Issuer will have the right to prevent the sale of a Loan Asset to third parties by removing such Loan Asset from the Cover Pool and transferring within ten Athens Business Days from the receipt of the offer letter, to the Transaction Account, an amount equal to the price set forth in such offer letter, subject to the provision of a solvency certificate.

3.2 Limited description of the Cover Pool

Other than as set out in the Investor Report, the Covered Bondholders will not receive detailed statistics or information in relation to the Loan Assets in the Cover Pool, because it is expected that the constitution of the Cover Pool will frequently change due to, for instance:

(a) the Issuer assigning Additional Cover Pool Assets to the Cover Pool; and

(b) the Issuer removing Cover Pool Assets from the Cover Pool or substituting existing Cover Pool Assets in the Cover Pool with Additional Cover Pool Assets.

There is no assurance that the characteristics of the Loan Assets assigned to the Cover Pool will be the same as those Loan Assets in the Cover Pool as at that date. However, each Loan Asset will be required to meet the Eligibility Criteria and be subject to the representations and warranties set out in the Servicing and Cash Management Deed. In addition, the Programme provides that the assets of the Issuer are subject to certain Statutory Tests and an Amortisation Test. The Nominal Value Test is intended to ensure that the nominal value of the Cover Pool (as determined pursuant to the Servicing and Cash Management Deed) exceeds the Euro Equivalent of the Principal Amount Outstanding, together with all accrued but unpaid interest thereon, of all Series of Covered Bonds then outstanding by the OC Percentage, where the OC Percentage is at least equal to the Minimum OC Percentage (or such higher percentage selected from time to time by the Issuer (or the Servicer acting on its behalf) and notified to the Rating Agencies) as determined pursuant to the Servicing and Cash Management Deed for so long as Covered Bonds remain outstanding (although there is no assurance that it will do so) and the Asset Monitor will provide quarterly agreed upon procedures report on the required tests (including Nominal Value Test) where exceptions, if any, will be noted.

The Servicer will provide Servicer Reports that will set out certain information in relation to the Statutory Tests and following the occurrence of an Issuer Event, the Amortisation Test.

3.3 Maintenance of the Cover Pool

Pursuant to the Greek Covered Bond Legislation, the Cover Pool is subject to a number of Statutory Tests set out in the Covered Bond Law. Failure of the Issuer to take remedial action to cure any breach of these tests within five Athens Business Days of such breach will result in the Issuer not being able to issue further Covered Bonds and any failure to satisfy the Statutory Tests may have an adverse effect on the ability of the Issuer to meet its payment obligations in respect of the Covered Bonds. In addition, the Issuer has covenanted to comply with the requirements of the Covered Bond Law (including, but not limited to Articles 17 and 18 of the Greek Covered Bond Law and Chapter III of the Secondary Greek Covered Bond Legislation). Pursuant to the Covered Bond law, the Issuer must maintain a cover pool liquidity buffer to cover the maximum cumulative net liquidity outflow on the Covered Bonds over the next 180 days. Pursuant to the Greek Covered Bond Law, the liquidity buffer can only consist of Liquid Assets. Such Liquid Assets may include cash standing to the credit of the Liquidity Buffer Reserve Ledger (provided that such amounts always represent a Liquid Asset) or other Liquid Assets purchased from funds standing to the credit of the Liquidity Buffer Reserve Ledger. Covered Bondholders should note that the Issuer covenants on a contractual basis, pursuant to the Servicing and Cash Management Deed, to maintain the Liquidity Buffer Reserve Ledger on the basis set out in the section "*Servicing and Cash Management Agreement*" – "*Liquidity Buffer Reserve Ledger*".

Pursuant to the Servicing and Cash Management Deed after the occurrence of an Issuer Event, the Cover Pool is subject to an Amortisation Test. The Amortisation Test is intended to ensure that the Cover Pool Assets are sufficient to meet the obligations under all Covered Bonds outstanding together with senior expenses that rank in priority or *pari passu* with amounts due on the Covered Bonds. Failure to satisfy the Amortisation Test on any Calculation Date following an Issuer Event will cause all Series of Covered Bonds to become Pass Through Covered Bonds and the Issuer will, to the extent funds are available to do so, pay amounts of principal in respect of the Covered Bonds on each Interest Payment Date. See "*Risks in relation to Pass Through Covered Bonds*" below.

3.4 Changes to the Lending Criteria of the Issuer

Each of the Loans originated by the Issuer will have been originated in accordance with its Lending Criteria at the time of origination. The Lending Criteria of the Issuer also includes the Lending Criteria applied by Emporiki (which was merged into the Issuer in 2013). It is expected that the Issuer's Lending Criteria will generally consider, *inter alia*, type of property, term of loan, age of applicant, the loan-to-value ratio, status of applicant and credit history. The Issuer retains the right to revise its Lending Criteria from time to time but would do so only to the extent that such a change would be acceptable to a reasonable, prudent mortgage lender. If the Lending Criteria changes in a manner that affects the credit worthiness of the Loans, that may lead to increased defaults by Borrowers and may affect the realisable value of the Cover Pool, or part thereof, and the ability of the Issuer to make payments under the Covered Bonds.

3.5 Loans not originated by Issuer

It should be noted that a significant proportion of the Loans included by the Issuer into the Cover Pool may not have been originated by the Issuer in the case of Loans that are or will in the future be, acquired by the Issuer. In respect of such acquired Loans, there can be no assurance that the lending criteria of the relevant originating entity will be as effectively applied as, or comparable with (and not materially inferior to), that of the Issuer. Accordingly the asset quality of Loans not originated by the Issuer may be materially worse than that of Loans that were originated by the Issuer. This may result in the deterioration in the performance and value of the Cover Pool Assets. It may also make it harder for the Statutory Tests to be met.

3.6 Factors that may affect the realisable value of the Cover Pool or any part thereof

The realisable value of Loans and their Related Security comprised in the Cover Pool may be reduced by:

(a) default by borrowers (each borrower being, in respect of a Loan Asset, the individual specified as such in the relevant mortgage terms together with each individual (if any) who assumes from time to time an obligation to repay such Loan Asset (the **Borrower**)) in payment of amounts due on their Loans;

(b) changes to the lending criteria of the Issuer; and

(c) possible regulatory changes by the regulatory authorities.

Each of these factors is considered in more detail below. However, it should be noted that the Statutory Tests, the Amortisation Test and the Eligibility Criteria are intended to ensure that there will be an adequate amount of Loan Assets in the Cover Pool to enable the Issuer to repay the Covered Bonds following service of a Notice of Default and accordingly it is expected (but there is no assurance) that the Loan Assets could be realised for sufficient value to enable the Issuer to meet its obligations under the Covered Bonds.

3.7 No representations or warranties to be given by the Servicer if Loan Assets are to be sold

Following an Issuer Event, the Servicer will have the option to sell in whole or in part the Loan Assets in accordance with the provisions of the Servicing and Cash Management Deed until one year prior to the Extended Final Maturity Date of the Earliest Maturing Covered Bonds, and thereafter will be obliged to sell Loan Assets to third party purchasers (subject in certain circumstances to a right of pre-emption in favour of the Issuer) pursuant to the terms of the Servicing and Cash Management Deed. In respect of any sale of Loan Assets to third parties as described above under "*Sale of Loans and their Related Security following the occurrence of an Issuer Event*", the Servicer or the Issuer will not be permitted to give representations and warranties or indemnities in respect of those Loan Assets unless expressly agreed by the Servicer. There is no assurance that the Issuer would give any representations and warranties or indemnities in respect of the Loan Assets. Any representations and warranties previously given by the Issuer in respect of the Loan Assets in the Cover Pool may not have value for a third party purchaser if the Issuer is then insolvent. Accordingly, there is a risk that the realisable value of the Loan Assets could be adversely affected by the lack of representations and warranties or indemnities. See "*Description of the Transaction Documents – Servicing and Cash Management Deed*".

3.8 Default by Borrowers in paying amounts due on their Loans

Borrowers may default on their obligations under the Loans in the Cover Pool. Defaults may occur for a variety of reasons. The Loans are affected by credit, liquidity and interest rate risks. Various factors influence mortgage delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal, such as changes in the national or international economic climate, regional economic (due to local, national and/or global macroeconomic and geopolitical factors such as the war between Russia and Ukraine) or housing conditions, changes in tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, political developments and government policies. Other factors in Borrowers' individual, personal or financial circumstances may affect the ability of Borrowers to repay the Loans. Loss of earnings, illness, divorce or widespread health crises or the fear of such crises (including, but not limited to, coronavirus/COVID-19 (or any strain of the foregoing), or other epidemic and/or pandemic diseases) and other similar factors may lead to an increase in delinquencies by and bankruptcies of Borrowers, and could ultimately have an adverse impact on the ability of Borrowers to repay the Loans. In addition, governmental action or inaction in respect of, or responses to, any widespread health crises or such potential crises (such as those mentioned previously), whether in Greece or in any other jurisdiction, may lead to a deterioration of economic conditions both globally and also within Greece. Given the unpredictable effect such factors may have on the local, national or global economy, no assurance can be given as to the impact of any of the matters described

in this paragraph and, in particular, no assurance can be given that such matters would not adversely affect the ability of the Issuer to satisfy its obligations under the Covered Bonds.

In addition, the ability of a Borrower to sell a property given as security for a Loan at a price sufficient to repay the amounts outstanding under that Loan will depend upon a number of factors, including the availability of buyers for that property, the value of that property and property values in general at the time.

3.9 Realisation of Charged Property following the occurrence of an Event of Default and service of a Notice of Default

If an Event of Default occurs and a Notice of Default is served on the Issuer, then the Trustee will be entitled to enforce the security created under and pursuant to the Greek Covered Bond Legislation and the Deed of Charge, after having been indemnified and/or secured to its satisfaction, and the proceeds from the realisation of the Charged Property will be applied by the Trustee towards payment of all secured obligations in accordance with the Post Event of Default Priority of Payments.

There is no guarantee that the proceeds of realisation of the Charged Property will be in an amount sufficient to repay all amounts due to the Secured Creditors (including the Covered Bondholders) under the Covered Bonds and the Transaction Documents.

If, following the occurrence of an Event of Default, a Notice of Default is served on the Issuer then the Covered Bonds may be repaid sooner or later than expected or not at all.

3.10 Insurance

Under the terms and conditions of the Loan Documentation, each Borrower is required to obtain and maintain fire and earthquake insurance only, unless the property was built before 1 January 1960, in which case only fire insurance is available in the market. Accordingly, a claim under such policy for damage to the relevant property can be made only if the damage results from the occurrence of a fire or earthquake. However, this is not inconsistent with the terms and conditions of loans similar to the Loans made by other mortgage lenders in Greece who also only require borrowers to obtain and maintain fire and earthquake insurance. In addition, certain Borrowers, at their option, take out life insurance policies, with the Issuer as the primary loss payee, to secure their obligations under the relevant Loans.

3.11 Loans are subject to certain legal and regulatory risks

Subsidy Payments. The Greek State, OAED or the relevant Greek State-owned entity, as appropriate, is required to make the subsidised interest amounts, the relevant Borrowers also remain liable to pay the full amount of interest due under their Subsidised Loans. However, if the Greek State and/or OAED and/or the relevant Greek State-owned entity fails to pay any subsidised interest amounts, then the Borrower (although liable for the full amount of the interest payment) may not be able to make all payments which are due under the relevant Subsidised Loan. If the Borrower fails to pay the full amount under the Subsidised Loan made to it, this may have an adverse impact on the funds available for the payments in respect of the Covered Bonds.

Despite the fact that the Greek State, OAED or any Greek State-owned entity will not benefit from sovereign immunity in respect of their respective obligations under Greek law, investors should note that enforcement of judgments against the Greek State, OAED or any Greek State-owned entity may be subject to limitations. If there is any change in Greek law or in administrative practice of the Greek State, OAED or any Greek State owned entity affecting the timing and amount of subsidised interest amounts otherwise payable (but for that change) then this could adversely affect the payments in respect of the Covered Bonds. For further information, see "*Subsidy Payments*" in the section headed "*The Mortgage and Housing Market in Greece – Further regulatory considerations*".

Delays in Enforcement Proceedings. The reforms of the Greek Civil Procedure Code by virtue of Greek law 4335/2015 aim at speeding up the conducting of enforcement proceedings. Nevertheless, the length, complexity and uncertainty of success of enforcement procedures in Greece may lead to a substantial delay in recovering any amounts due under any defaulted or delinquent loan which may adversely affect the Issuer's ability to meet its obligations under the Covered Bonds. For further information, see "*Delays in Enforcement Proceedings*" in the section headed "*The Mortgage and Housing Market in Greece – Further regulatory considerations*".

Auction Proceeds. There is a possibility that the Issuer will not receive sufficient proceeds following the enforcement against a property securing a Loan to discharge the amounts that are owed to it by the relevant Borrower is reduced. For further information, see "*Delays in Enforcement Proceedings*" in the section headed "*The Mortgage and Housing Market in Greece – Further regulatory considerations*".

D. RISKS RELATING TO REGULATION OF THE COVERED BONDS

4.1 Greek Covered Bond Legislation

In Greece, the primary legal basis for Covered Bonds issuance is the Covered Bond Law. The transactions contemplated in this Base Prospectus are based, in part, on the provisions of the Greek Covered Bond Legislation. So far as the Issuer is aware, as at the date of this Base Prospectus there have been several similar issues of securities based upon the Greek Covered Bond Legislation and there has been no judicial authority as to the interpretation of any of the provisions of the Greek Covered Bond Legislation. For further information on the Greek Covered Bond Legislation, see "*Overview of the Greek Covered Bond Legislation*". There are a number of aspects of Greek law which are referred to in this Base Prospectus with which potential Covered Bondholders are likely to be unfamiliar.

The decision nr. 215/03.02.2023 of the Executive Committee of the Bank of Greece implementing the Secondary Covered Bond Legislation was published on 9 February 2023. The Covered Bonds are expected to be fully compliant with the CRR and therefore qualify for a 20 per cent. risk weighting in eligible European jurisdictions. However, the Issuer cannot be certain as to how any of the regulatory developments described above or other regulatory changes not currently known to the Issuer will impact the treatment of the Covered Bonds for investors.

E. RISKS RELATING TO COUNTERPARTIES

5.1 Reliance on Hedging Counterparties

To provide a hedge against possible variances in the rates of interest payable on the Loans in the Cover Pool (which may, for instance, include discounted rates of interest, fixed rates of interest or rates of interest which track a base rate and other variable rates of interest) and EURIBOR for 1, 3 or 6 month euro deposits, the Issuer may enter into an Interest Rate Swap with the relevant Interest Rate Swap Provider in respect of each Series of Covered Bonds under the relevant Interest Rate Swap Agreement.

In addition, to provide a hedge against interest rate and/or other risks in respect of amounts received by the Issuer under the Loans in the Cover Pool and the Interest Rate Swaps and amounts payable by the Issuer under the Covered Bonds, the Issuer may enter into a Covered Bond Swap with a Covered Bond Swap Provider in respect of a Series of Covered Bonds under the Covered Bond Swap Agreement between the Issuer and that Covered Bond Swap Provider.

If the Issuer fails to make timely payments of amounts due under any Hedging Agreement, then it will have defaulted under that Hedging Agreement. A Hedging Counterparty is only obliged to make payments to the Issuer as long as the Issuer complies with its payment obligations under the relevant Hedging Agreement. If the Hedging Counterparty is not obliged to make payments or if it defaults on its obligations to make payments of amounts in the relevant currency equal to the full amount to be paid to the Issuer on the due date for payment

under the relevant Hedging Agreement, the Issuer will be exposed to any changes in the relevant currency exchange rates to Euro and to any changes in the relevant rates of interest. Unless a replacement swap is entered into, the Issuer may have insufficient funds to make payments under the Covered Bonds.

If a Hedging Agreement terminates, or there is a partial termination following the sale of any Loans, then the Issuer (or the Servicer on its behalf) may be obliged to make a termination payment to the relevant Hedging Counterparty. There can be no assurance that the Issuer (or the Servicer on its behalf) will have sufficient funds available to make a termination payment under the relevant Hedging Agreement, nor can there be any assurance that the Issuer will be able to enter into a replacement swap agreement, or if one is entered into, that the credit rating of the replacement swap counterparty will be sufficiently high to prevent a downgrade of the then current ratings of the Covered Bonds by the Rating Agencies.

If the Issuer is obliged to pay a termination payment under any Hedging Agreement, including any termination payments arising from a partial termination following the sale of any Loans, such termination payment will rank ahead of amounts due on the Covered Bonds (in respect of the Interest Rate Swaps) and *pari passu* with amounts due on the Covered Bonds (in respect of the Covered Bond Swaps), except where default by, or downgrade of, the relevant Hedging Counterparty has caused the relevant Hedging Agreement to terminate.

5.2 Appointment of a replacement Servicer

In the event of insolvency of the Issuer, the Greek Covered Bond Legislation (in conjunction with certain Greek insolvency law provisions) provides that the Cover Pool will at all times remain segregated from the insolvency estate of the Issuer until payment of all amounts due to the Covered Bondholders have been made in full. To ensure continuation of the servicing of the Cover Pool in the event of insolvency of the Issuer (acting as the Servicer) the Greek Covered Bond Legislation provides that the Transaction Documents may provide for the substitution of the Servicer upon the insolvency of the Issuer.

In the event that no Replacement Servicer is appointed pursuant to the Transaction Documents, and in the event of the Issuer's insolvency under Greek law 4261/2014 (special liquidation), the Bank of Greece may appoint a servicer, if the Trustee fails to do so. Any such person appointed shall be obliged to service the Cover Pool in accordance with the terms of the Servicing and Cash Management Deed. Such replacement might not be made immediately upon the Issuer's insolvency.

There can be no assurance that replacement of Alpha as Servicer (or any delay in making such replacement) would not cause delays in payment on the Covered Bonds and Covered Bondholders might suffer loss as a result. See also "*Insolvency of the Issuer*" below.

5.3 Change of counterparties

The parties to the Transaction Documents who receive and hold monies pursuant to the terms of such documents (such as the Account Banks) are required to satisfy certain criteria in order that they can continue to receive and hold monies.

These criteria include requirements in relation to the short-term, unguaranteed and unsecured credit ratings ascribed to such party by Moody's. If the party concerned ceases to satisfy the applicable criteria, including the ratings criteria detailed above, then the rights and obligations of that party (including the right or obligation to receive monies on behalf of the Issuer) may be required to be transferred to another entity which does satisfy the applicable criteria. In these circumstances, the terms agreed with the replacement entity may not be as favourable as those agreed with the original party pursuant to the relevant Transaction Document.

In addition, should the applicable criteria cease to be satisfied, then the parties to the relevant Transaction Document may agree to amend or waive certain of the terms of such document, including the applicable criteria, in order to avoid the need for a replacement entity to be appointed. The consent of Covered Bondholders may not be required in relation to such amendments and/or waivers.

5.4 Conflicts of Interest

Certain parties to the Transaction Documents act in more than one capacity. The fact that these entities fulfil more than one role could lead to a conflict between the rights and obligations of these entities in one capacity and the rights and obligations of these entities in another capacity. In addition, this could also lead to a conflict between the interests of these entities and the interests of the Covered Bondholders. Any such conflict may adversely affect the ability of the Issuer to make payments of principal and/or interest in respect of the Covered Bonds.

F. RISKS RELATING TO STRUCTURAL AND DOCUMENTATION CHANGES

6.1 The Trustee may agree to modifications to the Transaction Documents without the Covered Bondholders' or Secured Creditors' prior consent

Pursuant to the terms of the Trust Deed and the Deed of Charge, the Trustee may, without the consent or sanction of any of the Covered Bondholders or any of the other Secured Creditors (other than any Secured Creditor that is a party to the relevant document(s) and the Swap Providers in respect of modification to the Pre Event of Default Priority of Payments, the Post Event of Default Priority of Payments, the Conditions, the Eligibility Criteria or the Servicing and Cash Management Deed, in the opinion of the Trustee, which adversely affects their interests (such consent not to be unreasonably withheld or delayed), concur with the Issuer or any person in making or sanctioning any modification to the Transaction Documents and the Conditions:

(a) provided that the Trustee is of the opinion that such modification, waiver or authorisation will not be materially prejudicial to the interests of any of the Covered Bondholders; or

(b) which in the sole opinion of the Trustee is of a formal, minor or technical nature or is to correct a manifest error.

In addition, pursuant to the terms of the Trust Deed and subject to the satisfaction of certain conditions provided thereunder, the Trustee shall be obliged, without any consent or sanction of the Covered Bondholders of any Series, the related Receiptholders and/or the Couponholders and without the consent of the Secured Creditors, to concur with the Issuer in making any modification (other than in respect of a Series Reserved Matter), for the avoidance of doubt, irrespective of whether such modification is materially prejudicial to the interests of the Covered Bondholders of any Series, to, subject to compliance with the Servicing and Cash Management Deed, the definitions of Cover Pool, Cover Pool Asset, Eligibility Criteria, Statutory Test and Amortisation Test as a consequence of the inclusion in the Cover Pool of Additional Cover Pool Assets that are New Asset Types and/or changes to the hedging policies or servicing and collection procedures of Alpha and/or as a result of any updates, amendments or supplements to the Covered Bond Legislation provided that Moody's has provided confirmation in writing that the ratings on the Covered Bonds would not be adversely affected by, or withdrawn as a result of such amendment.

6.2 The conditions of the Covered Bonds contain provisions which may permit their modification without the consent of all investors

The conditions of the Covered Bonds contain provisions for calling meetings of Covered Bondholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Covered Bondholders including Covered Bondholders who did not attend and vote at the relevant meeting and Covered Bondholders who voted in a manner contrary to the majority. Further, the conditions of the Covered Bonds contain provisions allowing the Trustee to agree to changes without the consent of any Covered Bondholder, including substitution of the Issuer pursuant to Condition 18 (*Substitution of the Issuer*).

G. MACROECONOMIC AND MARKET RISKS

7.1 Absence of active and liquid secondary market

There is not, at present, an active and liquid secondary market for the Covered Bonds, and no assurance is provided that a secondary market for the Covered Bonds will re-emerge. The Arrangers are not obliged to and do not intend to make a market for the Covered Bonds. None of the Covered Bonds has been, or will be, registered under the Securities Act or any other applicable securities laws and they are subject to certain restrictions on the resale and other transfer thereof as set forth under "*Subscription and Sale*". If a secondary market does re-emerge, it may not continue for the life of the Covered Bonds or it may not provide Covered Bondholders with liquidity of investment with the result that a Covered Bondholder may not be able to find a buyer to buy its Covered Bonds readily or at prices that will enable the Covered Bondholder to realise a desired yield.

In addition, Covered Bondholders should be aware of the prevailing and widely reported global credit market liquidity conditions (which generally continue at the date hereof), whereby there is a general lack of liquidity in the secondary market for instruments similar to the Covered Bonds. As a result of the current liquidity conditions, there exist significant additional risks to the Issuer and the investors which may affect the returns on the Covered Bonds to investors.

In addition, the current liquidity conditions have adversely affected the primary market for a number of financial products including instruments similar to the Covered Bonds. While it is possible that these conditions may soon alleviate for certain sectors of the global credit markets, there can be no assurance that the market for securities similar to the Covered Bonds will recover at the same time or to the same degree as such other recovering global credit market sectors.

H. LEGAL AND REGULATORY RISKS

8.1 Changes of law

The structure of the issue of the Covered Bonds and the ratings which are to be assigned to them are based on English and Greek law and administrative practice, respectively, in effect as at the date of this Base Prospectus, and having regard to the expected tax treatment of all relevant entities under such law and practice. No assurance can be given as to the impact of any possible change to English or Greek law (or the laws of any other jurisdiction) (including any change in regulation which may occur without a change in the primary legislation) or administrative practice in the U.K. or Greece after the date of this Base Prospectus or can any assurance be given as to whether any such change would adversely affect the ability of the Issuer to make payments under the Covered Bonds.

8.2 Insolvency proceedings and subordination provisions

There is uncertainty as to the validity and/or enforceability of a provision which (based on contractual and/or trust principles) subordinates certain payment rights of a creditor to the payment rights of other creditors of its counterparty upon the occurrence of insolvency proceedings relating to that creditor. In particular, recent cases have focused on provisions involving the subordination of a hedging counterparty's payment rights in respect of certain termination payments upon the occurrence of insolvency proceedings or other default on the part of such counterparty (so-called "flip clauses"). Such provisions are similar in effect to the terms which will be included in the Transaction Documents relating to the subordination of Subordinated Termination Payments.

The English Supreme Court held in *Belmont Park Investments Pty Limited v BNY Corporate Trustee Services* Ltd and Lehman Brothers Special Financing Inc. [2011] UKSC 38 (the **Belmont decision**) that a flip clause as described above is valid under English law. Contrary to this however, the U.S. Bankruptcy Court has held that such a subordination provision is unenforceable under U.S. bankruptcy law and that any action to enforce such provision would violate the automatic stay which applies under such law in the case of a U.S. bankruptcy

of the counterparty. The implications of this conflict remain unresolved. However, a subsequent U.S. Bankruptcy Court decision held that flip clauses are protected under the bankruptcy code and therefore enforceable on bankruptcy. This decision was affirmed on 14 March 2018 by the U.S. District Court. The implications of these conflicting judgments remain unresolved.

If a creditor of the Issuer (such as a Hedging Counterparty) or a related entity becomes subject to insolvency proceedings in any jurisdiction outside England and Wales (including, but not limited to, the U.S.), and it is owed a payment by the Issuer, a question arises as to whether the insolvent creditor or any insolvency official appointed in respect of that creditor could successfully challenge the validity and/or enforceability of subordination provisions included in the English law governed Transaction Documents (such as a provision of the Priorities of Payments which refers to the ranking of the Hedging Counterparties' payment rights in respect of Subordination Termination Payments). In particular, based on the decision of the U.S. Bankruptcy Court referred to above, there is a risk that such subordination provisions would not be upheld under US bankruptcy laws. Such laws may be relevant in certain circumstances with respect to a range of entities which may act as Hedging Counterparty, including U.S. established entities and certain non-U.S. established entities with assets or operations in the U.S. (although the scope of any such proceedings may be limited if the relevant non-US entity is a bank with a licensed branch in a U.S. state).

In general, if a subordination provision included in the Transaction Documents was successfully challenged under the insolvency laws of any relevant jurisdiction outside England and Wales and any relevant foreign judgment or order was recognised by the English courts, there can be no assurance that such actions would not adversely affect the rights of the Covered Bondholders, the market value of the Covered Bonds and/or the ability of the Issuer to satisfy its obligations under the Covered Bonds.

Lastly, given the general relevance of the issues under discussion in the judgments referred to above and that the Transaction Documents will include terms providing for the subordination of Subordinated Termination Payments, there is a risk that the final outcome of the dispute in such judgments (including any recognition action by the English courts) may result in negative rating pressure in respect of the Covered Bonds. If any rating assigned to the Covered Bonds is lowered, the market value of the Covered Bonds may reduce.

8.3 Security and insolvency considerations

The Issuer will grant security over (a) the Cover Pool pursuant to the Transaction Documents and any Registration Statement and (b) the Transaction Documents and the Hedging Agreements pursuant to the Deed of Charge in respect of certain of its obligations, including its obligations under the Covered Bonds. In certain circumstances, including the occurrence of certain insolvency events in respect of the Issuer, the ability to realise any such security may be delayed and/or the value of the security impaired. There can be no assurance that the Issuer will not become insolvent and/or the subject of insolvency proceedings and/or that the Covered Bondholders would not be adversely affected by the application of insolvency laws (including Greek insolvency laws).

8.4 Harmonisation of the EU covered bond framework

In Europe, the U.S. and elsewhere, there is significant focus on fostering greater financial stability through increased regulation of financial institutions, and their corresponding capital and liquidity positions. This has resulted in a number of regulatory initiatives which are currently at various stages of implementation and which may have an impact on the regulatory position for certain investors in covered bond exposures and/or on the incentives for certain investors to hold covered bonds, and may thereby affect the liquidity of such securities. Investors in the Covered Bonds are responsible for analysing their own regulatory position and none of the Issuer, the Dealers or the Arrangers makes any representation to any prospective investor or purchaser of the Covered Bonds regarding the treatment of their investment on the closing date or at any time in the future.

In particular, it should be noted that the Basel Committee on Banking Supervision (**BCBS**) has approved a series of significant changes to the Basel regulatory capital and liquidity framework (such changes being

referred to by the BCBS as **Basel III**). Basel III provides for a substantial strengthening of existing prudential rules, including new requirements intended to reinforce capital standards (with heightened requirements for global systemically important banks) and to establish a leverage ratio "backstop" for financial institutions and certain minimum liquidity standards (referred to as the Liquidity Coverage Ratio and the Net Stable Funding Ratio). BCBS member countries agreed to implement the initial phase of the Basel III reforms from 1 January 2013 and the second phase from 1 January 2022, subject to transitional and phase-in arrangements for certain requirements. As implementation of Basel III requires national legislation, the final rules and the timetable for its implementation in each jurisdiction, as well as the treatment of covered bonds, may be subject to some level of national variation. It should also be noted that changes to regulatory capital requirements have been made for insurance and reinsurance undertakings through participating jurisdiction initiatives, such as the Solvency II framework in Europe. Prospective investors should therefore make themselves aware of the requirements described above (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Covered Bonds. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

It should also be noted that in November 2019, the European Parliament and the Council adopted the legislative package on covered bond reforms made up of a new covered bond directive (Directive (EU) 2019/2162) and a new regulation (Regulation (EU) 2019/2160) which entered into force on 7 January 2020 with the deadline for application of 8 July 2022 (both texts have relevance for the EEA and are to be implemented in due course in other countries in the EEA) (the **Covered Bond Directive**). The new covered bond directive replaces Article 52(4) of the UCITS Directive, establishes a revised common base-line for the issue of covered bonds for EU regulatory purposes (subject to various options that members states may choose to exercise when implementing the new directive through national laws). The new regulation will be directly applicable in the EU, and Article 129 of the Capital Requirements Regulation (**EU CRR**) (and certain related provisions) and further strengthens the criteria for covered bonds that benefit from preferential capital treatment under the EU CRR regime. As EU CRR permits the exercise of certain national discretion, the implementation may be subject to some level of national variation.

In addition, it should be noted that the new covered bond directive provides for permanent grandfathering with respect to certain requirements of the new regime for article 52(4) UCITS Directive-compliant covered bonds issued before 8 July 2022 and includes an option for the EU member states to allow tap issues with respect to grandfathered covered bonds (for up to 24 months after 8 July 2022), provided such tap issues comply with certain prescribed requirements.

The Executive Committee of the Bank of Greece issued a decision nr. 215/03.02.2023 which implements the Covered Bond Directive into national law, which together with the Covered Bond Law, shall constitute the Greek Covered Bond Legislation. The decision nr. 215/03.02.2023 was published on 9 February 2023.

It should be noted that such grandfathering provisions were not adopted in the Secondary Greek Covered Bond Legislation and that all covered bonds issued in Greece must comply with the new requirements of the Secondary Greek Covered Bond Legislation.

Prospective investors should therefore make themselves aware of the changes and corresponding national implementing measures in addition to any other applicable regulatory requirements with respect to their investment in the Covered Bonds.

8.5 The circumstances in which the resolution authority may exercise the bail-in tool or other resolution tools pursuant to Greek law 4335/2015 or other future statutes or regulatory acts are vague and such uncertainty may have an impact on the value of the Covered Bonds

The conditions for the submission of a credit institution to resolution and the respective activation of the relevant powers of the competent resolution authority are set in article 32 of the BRRD and Greek transposing law 4335/2015. Such conditions include the determination by the resolution authority that (a) the credit

institution is failing or is likely to fail; (b) no reasonable prospect exists that any alternative private sector measures (including the write-down) would prevent the failure; and (c) a resolution action is necessary in the public interest, whilst the resolution objectives would not be met to the same extent by the special liquidation of the credit institution pursuant to normal insolvency.

Such conditions, however, are not further specified in the applicable law and so their satisfaction is left to the determination and discretion of the competent resolution authority. Such uncertainty may impact on the market perception as to whether a credit institution meets or not such conditions and as such it may be subjected to resolution tools. This may have a material adverse impact on the present value of the Covered Bonds and other securities of the Issuer's listed on organised markets.

In addition, if any Greek bail-in action is taken, interested parties, such as creditors or shareholders, may raise legal challenges. If any litigation arises in relation to Greek bail-in actions (whether actually, or purported to be taken) and such actions are declared void or ineffective and additional actions need to be taken, including reversal of any Greek bail-in action that is challenged, this may negatively affect liquidity and valuation, and increase the price volatility of the Issuer's securities (including the Covered Bonds).

8.6 Greek Withholding Tax

Potential investors of Covered Bonds should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing Covered Bonds and receiving payments of interest, principal and/or other amounts or delivery of securities under the Covered Bonds and the consequences of such actions under the tax laws of those countries.

In particular, investors should note that the Greek income taxation framework is regulated by virtue of Greek law 4172/2013, effective as of 1 January 2014, as amended from time to time (the **Income Tax Code**). Accordingly, though a number of interpretative circulars were issued, limited precedent exists as to the application of the Income Tax Code.

Further, non-Greek tax residents may have to submit a declaration of non-residence or produce documentation evidencing non-residence in order to claim any exemption under applicable tax laws in Greece. Please also refer to the "*Taxation*" section.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published and have been filed with the CSSF shall be deemed to be incorporated in, and form part of, this Base Prospectus:

1. Annual report of Alpha Bank for the period ended 31 December 2021[2] for Alpha (available at https://www.alpha.gr/-/media/alphagr/files/group/apotelesmata/fy-2021/oikonomikes-katastaseis-fy-2021-en.pdf) which includes the audited consolidated and separate financial statements (produced in accordance with IFRS) for the period ended 31 December 2021 for Alpha Bank (the **2021 annual financial report**), including the information set out at the following pages in particular:

(a)	Consolidated Balance Sheet	set out on page 80 of the 2021 annual financial report;
(b)	Balance Sheet	set out on page 291 of the 2021 annual financial report;
(c)	Consolidated Income Statement	set out on page 78 of the 2021 annual financial report;
(d)	Income Statement	set out on page 289 of the 2021 annual financial report;
(e)	Consolidated Statement of Comprehensive Income	set out on page 79 of the 2021 annual financial report;
(f)	Statement of Comprehensive Income	set out on page 290 of the 2021 annual financial report;
(g)	Consolidated Statement of Changes in Equity	set out on pages 81 of the 2021 annual financial report;
(h)	Statement of Changes in Equity	set out on page 292 of the 2021 annual financial report;
(i)	Consolidated Statement of Cash Flows	set out on page 82 of the 2021 annual financial report;
(j)	Statement of Cash Flows	set out on page 293 of the 2021 annual financial report;
(k)	Notes to the Consolidated Financial Statements	set out on pages 83 to 287 of the 2021 annual financial report;
(l)	Notes to the Financial Statements	set out on pages 294 to 466 of the 2021 annual financial report;
(m)	Independent Auditors' Report	set out on pages 70 to 76 of the 2021 annual financial report;
(n)	Appendix of the Board of Directors' Annual Management Report	set out on page 467 of the 2021 annual financial report.

2. The following documents relating to the Hive Down (as defined below) are incorporated by reference in their entirity:

[2] The Issuer commenced operations on 17 April 2021 following completion of the Hive Down and, accordingly, the audited financial information relating to the Issuer that is incorporated by reference in this Base Prospectus covers the period from 17 April 2021 to 31 December 2021.

(i) the Draft Demerger Deed dated 15 September 2020 (available at https://www.alpha.gr/-/media/alphagr/pdf-files/enimerosi-ependiton/etairikos-metasximatismos/draft-demerger-deed.pdf?la=en&hash=35EA99DF8CBEAC3BC417132FEAA107211C3FD427);

(ii) the Transformation Balance Sheet as at 30 June 2020 (available at https://www.alpha.gr/-/media/alphagr/pdf-files/enimerosi-ependiton/etairikos-metasximatismos/transformation-balance-sheet.pdf?la=en&hash=B27A866036BC036524315F365DDD890652FE1E9C);

(iii) the report of the Issuer's Board of Directors to the General Meeting of the Shareholders pursuant to article 61 of law 4601/2019 (available at https://www.alpha.gr/-/media/alphagr/pdf-files/enimerosi-ependiton/etairikos-metasximatismos/report-of-the-alpha-bank-bod-to-the-gm.pdf?la=en&hash=54003686BBAA973A1468DD5E6365DECC479BE3A2); and

(iv) the report of KPMG Certified Auditors S.A. on the verification of the book value of the net assets and liabilities of the hive-down banking business sector of Alpha Holdings (previously known as Alpha Bank S.A.) as at 30 June 2020 and on the examination of the Draft Demerger Deed, in accordance with the provisions of law 2515/1997 and law 4601/2019 (available at https://www.alpha.gr/-/media/alphagr/pdf-files/enimerosi-ependiton/etairikos-metasximatismos/verification-report-of-kpmg.pdf?la=en&hash=71BEDDDFC479C434AE98AAC05C23E821C1444F84).

3. Reviewed condensed interim consolidated financial statements of Alpha Holdings (produced in accordance with IFRS) as at and for the nine month period ended 30 September 2022 (available at: https://www.alphaholdings.gr/-/media/alphaholdings/files/apotelesmata/q32022/20221108-q3-oikonomikes-katastaseis-en.pdf) (the **9 month 2022 Report**), including the information set out at the following pages in particular:

(a)	Condensed Interim Consolidated Balance Sheet	set out on page 7 of the 9 month 2022 Report;
(b)	Condensed Interim Consolidated Income Statement	set out on page 5 of the 9 month 2022 Report;
(c)	Condensed Interim Consolidated Statement of Comprehensive Income	set out on page 6 of the 9 month 2022 Report;
(d)	Condensed Interim Consolidated Statement of Changes in Equity	set out on page 8 to 9 of the 9 month 2022 Report;
(e)	Condensed Interim Consolidated Statement of Cash Flows	set out on page 10 of the 9 month 2022 Report;
(f)	Notes to the Condensed Interim Consolidated Financial Statements,	set out on page 11 to 104 of the 9 month 2022 Report;
(g)	Independent Auditor's Review Report on Condensed Interim Financial Statements	set out on page 3 to 4 of the 9 month 2022 Report;

4. the sections entitled "*Terms and Conditions of the Covered Bonds*" set out on pages 88 to 128 (inclusive) of the Base Prospectus dated 29 November 2017 and as set out on pages 90 to 131 (inclusive) of the Base Prospectus dated 5 June 2019 (for the avoidance of doubt, the applicable Final Terms for a Series or Tranche of Covered Bonds will indicate the Terms and Conditions applicable to such Series or Tranche and unless otherwise indicated in the applicable Final Terms, the Terms and Conditions of all Covered Bonds issued after the date hereof shall be those set out in full in this Base

Prospectus). The remaining portions of the Base Prospectus dated 29 November 2017 dated 5 June 2019 are not relevant for prospective investors.

The Issuer's consolidated and non-consolidated annual financial statements are prepared in accordance with IFRS and are included in the annual financial reports produced in accordance with Greek law 3556/2007, as amended and in force for the Issuer.

Any non-incorporated parts of a document referred to herein (which, for the avoidance of doubt, means any parts not listed in the cross-reference list above) are either deemed not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.

Following the publication of this Base Prospectus a supplement to this Base Prospectus may be prepared by the Issuer and approved by the CSSF in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Copies of documents incorporated by reference in this Base Prospectus pursuant to paragraphs 1 to 4 above can be obtained from the registered office of the Issuer and from the specified offices of the Paying Agents for the time being in London and Luxembourg and for Covered Bonds listed on the official list of the Luxembourg Stock Exchange from the internet site of the Luxembourg Stock Exchange at https://www.luxse.com or https://www.alpha.gr/en/group/investor-relations.

The Issuer will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Covered Bonds, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Covered Bonds.

TERMS AND CONDITIONS OF THE COVERED BONDS

The following are the Terms and Conditions of the Covered Bonds which will be incorporated by reference into each Global Covered Bond (as defined below) and each Definitive Covered Bond (as defined below), in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such Definitive Covered Bond will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms in relation to any Series or Tranche of Covered Bonds may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Covered Bonds. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Covered Bond and Definitive Covered Bond. Reference should be made to "Applicable Final Terms" for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Covered Bonds.

This Covered Bond is one of a Series (as defined below) of Covered Bonds issued by Alpha Bank S.A. (the **Issuer**) pursuant to the Trust Deed (as defined below).

Save as provided for in Condition 10 (*Events of Default and Enforcement*) and Condition 15 (*Meetings of Covered Bondholders, Modification and Waiver*), references herein to the Covered Bonds shall be references to the Covered Bonds of this Series and shall mean:

(a) in relation to any Covered Bonds represented by a global Covered Bond (a **Global Covered Bond**), units of the lowest Specified Denomination in the Specified Currency;

(b) any Global Covered Bond;

(c) any definitive Covered Bonds (in bearer form (**Bearer Definitive Covered Bonds**)) issued in exchange for a Global Covered Bond in bearer form; and

(d) any definitive Covered Bonds in registered form (**Registered Definitive Covered Bonds** and, together with Bearer Definitive Covered Bonds, **Definitive Covered Bonds**) (whether or not issued in exchange for a Global Covered Bond in registered form).

The Covered Bonds and the Coupons (as defined below) are constituted by a trust deed (such trust deed as amended and/or supplemented and/or restated from time to time, the **Trust Deed**) dated the Programme Closing Date and made between the Issuer and HSBC Corporate Trustee Company (UK) Limited at 8 Canada Square, London E14 5HQ (the **Trustee**, which expression includes the trustee or trustees for the time being of the Trust Deed) as trustee for the Covered Bondholders.

The Covered Bonds and the Coupons (as defined below) have the benefit of an agency agreement (such agency agreement as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) dated the Programme Closing Date and made between *inter alios* the Issuer, HSBC Bank plc as principal paying agent (the **Principal Paying Agent**, which expression shall include any successor principal paying agent and, together with any other paying agents appointed thereunder, the **Paying Agents**, which expression shall include any successor paying agents) HSBC Bank plc as registrar (the **Registrar**, which expression shall include any successor registrar) and as transfer agent, (together with any other transfer agent appointed thereunder, the **Transfer Agents**), which expression shall include any successor transfer agents). The Paying Agents, the Registrar, the Transfer Agents, and any Calculation Agent referred to below, are referred to herein as the **Agents**. Interest bearing Definitive Covered Bonds have (unless otherwise indicated in the applicable Final Terms) interest coupons (**Coupons**) and, if indicated in the applicable Final Terms, talons for further Coupons (**Talons**) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. The Final Terms for this Covered

Bond (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Covered Bond which supplement these Terms and Conditions (the **Conditions**) and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Covered Bond. References to the **Applicable Final Terms** are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Covered Bond.

The expression **Prospectus Regulation** means Regulation (EU) 2017/1129 to the extent implemented in the relevant Member State of the European Economic Area and the UK and includes any relevant implementing measure in the relevant Member State.

Any reference to **Covered Bondholders** or holders in relation to any Covered Bonds shall mean the holders of the Covered Bonds and shall, in relation to any Covered Bonds represented by a Global Covered Bond, be construed as provided below. Any reference herein to **Couponholders** shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons.

As used herein, **Tranche** means Covered Bonds which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Covered Bonds together with any further Tranche or Tranches of Covered Bonds which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue.

Copies of the applicable Final Terms and the other Transaction Documents (other than the Covered Bonds and Coupons) are available for inspection during normal business hours at the registered office of the Issuer and of the Principal Paying Agent and at the specified office of each of the other Paying Agents. If the Covered Bonds are to be admitted to trading on the regulated market of the Luxembourg Stock Exchange the applicable Final Terms will be published on the website of the Luxembourg Stock Exchange (https://www.luxse.com) save that, if this Covered Bond is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Regulation, the applicable Final Terms and the other Transaction Documents will only be obtainable by a Covered Bondholder holding one or more Covered Bonds and such Covered Bondholder must produce evidence satisfactory to the Issuer and the relevant Paying Agent as to its holding of such Covered Bonds and identity. The Covered Bondholders and the Couponholders are deemed to have notice of, are bound by, and are entitled to the benefit of, all the provisions of, and definitions contained in, the Trust Deed and the applicable Final Terms and the other Transaction Documents which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed and the relevant Transaction Documents.

Except where the context otherwise requires, capitalised terms used and not otherwise defined in these Conditions shall bear the meanings given to them in the applicable Final Terms and/or the master definitions and construction schedule made between the parties to the Transaction Documents on or about the Programme Closing Date (as amended and/or supplemented and/or restated from time to time, the **Master Definitions and Construction Schedule**), a copy of each of which may be obtained as described above.

1. Form, Denomination and Title

The Covered Bonds are in bearer form or in registered form (as specified in the applicable Final Terms) and, in the case of Definitive Covered Bonds, serially numbered, in the currency (the **Specified Currency**) and the denominations (the **Specified Denomination**(s)) specified in the applicable Final Terms. Covered Bonds of one Specified Denomination may not be exchanged for Covered Bonds of another Specified Denomination and Bearer Covered Bonds may not be exchanged for Registered Covered Bonds and *vice versa*.

This Covered Bond may be a Fixed Rate Covered Bond, a Floating Rate Covered Bond, a Zero Coupon Covered Bond or a combination of any of the foregoing, depending upon the Interest Basis specified in the applicable Final Terms.

The Covered Bonds will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and set out in the applicable Final Terms save that the minimum denomination of each Covered Bond will be at least €100,000 (or, if the Covered Bonds are denominated in a currency other than euro, at least the equivalent amount in such currency) or such other higher amount as is required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

It is a condition precedent to the issuance of a new Series or Tranche of Covered Bonds that (i) there is no Issuer Event or Event of Default outstanding and that such issuance would not cause an Issuer Event or Event of Default, (ii) such issuance would not result in a breach of any of the Statutory Tests, (iii) Moody's has confirmed the then current rating of all Covered Bonds issued and outstanding under the Programme and that the ratings of such Covered Bonds will not be adversely affected or withdrawn as a result of such issuance, (iv) such issuance has been approved by the Bank of Greece in accordance with Article 20(4) of the Covered Bond Law and (v) if applicable, in respect of that Series or Tranche, a Hedging Agreement is entered into.

Bearer Definitive Covered Bonds are issued with Coupons attached, unless they are Zero Coupon Covered Bonds in which case references to Coupons and Couponholders in these Conditions are not applicable.

Subject as set out below, title to the Bearer Covered Bonds and Coupons will pass by delivery and title to the Registered Covered Bonds will pass upon registration of transfer in accordance with the provisions of the Agency Agreement. The Issuer, the Paying Agents and the Trustee will (except as otherwise required by law) deem and treat the bearer of any Bearer Covered Bond or Coupon and the registered holder of any Registered Covered Bond as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Covered Bond, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Covered Bonds are represented by a Global Covered Bond held on behalf of or, as the case may be, registered in the name of a common depositary for, Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking, *société anonyme* (**Clearstream**, **Luxembourg**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Covered Bonds (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Covered Bonds standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error and any such certificate or other document may comprise any form of statement or printout of electronic records provided by the relevant clearing system (including, without limitation, Euroclear's EasyWay or Clearstream's Xact Web Portal system) in accordance with its usual procedures and in which the holder of a particular nominal amount of the Covered Bonds is clearly identified with the amount of such holding) shall be treated by the Issuer, the Paying Agents and the Trustee as the holder of such nominal amount of such Covered Bonds for all purposes other than with respect to the payment of principal or interest or other amounts on such nominal amount of such Covered Bonds, for which purpose the bearer or, as applicable, the registered holder of the relevant Global Covered Bond shall be treated by the Issuer, any Paying Agent and the Trustee as the holder of such nominal amount of such Covered Bonds in accordance with and subject to the terms of the relevant Global Covered Bond and the expressions **Covered Bondholder** and **holder of Covered Bonds** and related expressions shall be construed accordingly.

Covered Bonds which are represented by a Global Covered Bond will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as the case may be.

References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any successor operator and/or successor clearing system and/or any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer, the Principal Paying Agent and the Trustee.

Where for the purposes of these Conditions the Trustee or any other party to the Transaction Documents requires a Covered Bondholder holding Covered Bonds through Euroclear or Clearstream, Luxembourg to establish its holding of the Covered Bonds to the satisfaction of such party, such holding shall be considered to be established if such Covered Bondholder provides to the requesting party with regard to the relevant date (and the Trustee shall be entitled to treat such holder as the absolute owner without the need for further investigation):

(i) an EasyWay Statement (in the case of Euroclear) or a Xact Web Portal Statement (in the case of Clearstream, Luxembourg) in each case providing confirmation at the time of issue of the same of such person's holding in the Covered Bonds; and

(ii) if the relevant Covered Bonds are held through one or more custodians, a signed letter dated as of the date of the EasyWay Statement or the Xact Web Portal Statement from each such custodian confirming on whose behalf it is holding such Covered Bonds such that the Trustee or any other party to the Transaction Documents is able to verify to its satisfaction the chain of ownership to the beneficial owner.

If in connection with verifying its holding the Trustee or any other party to the Transaction Documents requires a Covered Bondholder to temporarily block its Covered Bonds in Euroclear or Clearstream, Luxembourg, such Covered Bondholder will be required to instruct Euroclear or Clearstream, Luxembourg (via its custodian) to do so

2. Transfers of Registered Covered Bonds

2.1 Transfers of interests in Registered Global Covered Bonds

Transfers of beneficial interests in Registered Global Covered Bonds will be effected by Euroclear or Clearstream, Luxembourg and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Covered Bond will, subject to compliance with all applicable legal and regulatory restrictions, be exchangeable for Registered Definitive Covered Bonds or for a beneficial interest in another Registered Global Covered Bond only in the authorised denominations set out in the applicable Final Terms and only in accordance with the rules and operating procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement.

2.2 Transfers of Registered Covered Bonds in definitive form

Subject as provided in Conditions 2.3 (*Registration of transfer upon partial redemption*) and 2.4 (*Costs of registration*) upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Definitive Covered Bond may be transferred in whole or in part in the authorised denominations set out in the applicable Final Terms. In order to effect any such transfer (a) the holder or holders must (i) surrender the Registered Covered Bond for registration of the transfer of the Registered Covered Bond (or the relevant part of the Registered Covered Bond) at the specified office of the Registrar or any Transfer Agent, with the form of transfer thereon duly executed by the holder

or holders thereof or his or their attorney or attorneys duly authorised in writing, and (ii) complete and deposit such other certifications as may be required by the Registrar or, as the case may be, the relevant Transfer Agent, and (b) the Registrar or, as the case may be, the relevant Transfer Agent, must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request.

Any such transfer will be subject to such reasonable regulations as the Issuer, the Trustee and the Registrar may from time to time prescribe (the initial such regulations being set out in the Agency Agreement).

Subject as provided above, the Registrar or, as the case may be, the relevant Transfer Agent, will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Transfer Agent, is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail to such address as the transferee may request, a new Registered Definitive Covered Bond of a like aggregate nominal amount to the Registered Definitive Covered Bond (or the relevant part of the Registered Definitive Covered Bond) transferred.

In the case of the transfer of part only of a Registered Definitive Covered Bond, a new Registered Definitive Covered Bond in respect of the balance of the Registered Definitive Covered Bond not transferred will (in addition to the new Registered Definitive Covered Bond in respect of the nominal amount transferred) be so authenticated and delivered or (at the risk of the transferor) sent by uninsured mail to the address specified by the transferor.

2.3 Registration of transfer upon partial redemption

For the avoidance of doubt, in the event of a partial redemption of Covered Bonds under Condition 7 (*Redemption and Purchase*), the Issuer shall not be required to register the transfer of any Registered Covered Bond, or part of a Registered Covered Bond, which is partially redeemed.

2.4 Costs of registration

Covered Bondholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer, Registrar or Transfer Agent may require the payment of a sum sufficient to cover any stamp duty, Taxes or any other governmental charge that may be imposed in relation to the registration.

3. Status of the Covered Bonds

The Covered Bonds and any relative Coupons constitute direct, unconditional and unsubordinated obligations of the Issuer secured by (i) the statutory pledge provided by Article 14(2) of the Covered Bond Law (the **Statutory Pledge**) on the Greek law Cover Pool Assets and (ii) the Deed of Charge in respect of the other Cover Pool Assets. They are issued in accordance with the Greek Covered Bond Legislation and are backed by the assets of the Cover Pool. The Covered Bonds will at all times rank *pari passu* without any preference among themselves, irrespective of their Series, for all purposes except for the timing of the repayment of principal and the timing and amount of interest payable.

4. Priorities of Payments

4.1 Pre Event of Default Priority of Payments

Notwithstanding the Deed of Charge Security but subject to Clause 8.1(*Application*) of the Deed of Charge, at any time upon or after the occurrence of any Issuer Event, but prior to the delivery of a Notice of Default, the Servicer shall apply all Covered Bonds Available Funds on each Programme Payment Date in making the following payments and provisions in the following order of priority (the **Pre Event of Default Priority of Payments**) (in each case only if and to the extent that payments of a higher priority have been made in full):

(a) *first*, in or towards satisfaction of all amounts then due and payable or to become due and payable prior to the next Programme Payment Date to the Trustee or any Appointee (including remuneration or amounts by way of indemnity payable to it) under the provisions of the Trust Deed or any other Transaction Document together with interest and applicable VAT (or other similar taxes) thereon to the extent provided therein;

(b) *second*, to pay *pari passu* and *pro rata*, according to the respective amounts thereof, any additional fees, costs, expenses and taxes due and payable on the Programme Payment Date or to provide for all such amounts that will become due and payable prior to the next Programme Payment Date to the Trustee or any Appointee in order to fund any notice to be given to any parties in accordance with any of the Transaction Documents or to the Covered Bondholders in connection with the assignment and/or collection and/or management of the Cover Pool Assets;

(c) *third*, *pari passu* and *pro rata* according to the respective amounts thereof, to pay all amounts due and payable on the Programme Payment Date, or to provide for all such amounts that will become due and payable prior to the next Programme Payment Date, to the Account Bank and the Agents under the Bank Account Agreement and the Agency Agreement, respectively;

(d) *fourth*, *pari passu* and *pro rata*, according to the respective amounts thereof, (i) to pay the Servicer an amount equal to any amount representing the cost of Levy in respect of such Loans received from Borrowers, such amount to be used by the Servicer towards satisfaction of the Issuer's obligation to pay any Levy, and (ii) to pay all amounts due and payable on the Programme Payment Date, or to provide for all such amounts that will become due and payable prior to the next Programme Payment Date (and for which payment has not been provided for elsewhere in this Pre Event of Default Priority of Payments), to any Secured Creditors other than the Account Bank, the Agents, the Hedging Counterparties and the Covered Bondholders and Couponholders;

(e) *fifth*, *pari passu* and *pro rata*, according to the respective amounts thereof (a) to pay all amounts of interest due and payable on the Programme Payment Date, or to provide for all such amounts that will become due and payable prior to the next Programme Payment Date on any Covered Bonds and (b) to pay any amounts due and payable on the Programme Payment Date, or to provide for all such amounts that will become due and payable prior to the next Programme Payment Date under any Hedging Agreement other than Subordinated Termination Payments to any Hedging Counterparties under any such Hedging Agreements;

(f) *sixth*, for so long as any Covered Bonds remain outstanding, to credit the Liquidity Buffer Reserve Ledger with an amount equal to the difference between the Liquidity Buffer Reserve Ledger Required Amount and the aggregate of the amount standing to the credit of the Liquidity Buffer Reserve Ledger and the nominal value of Liquid Assets which have not matured on or prior to such Programme Payment Date (other than Liquid Assets represented by amounts standing to the credit of the Liquidity Buffer Reserve Ledger) purchased from amounts previously credited to the Liquidity Buffer Reserve Ledger after having made the payments under paragraphs (a) to (e) above;

(g) *seventh*, to pay *pro rata* and *pari passu* principal in respect of each Series of Pass Through Covered Bonds then outstanding on the Programme Payment Date, or to provide for all such amounts that will become due and payable prior to the next Programme Payment Date (if any) on any Series of Pass Through Covered Bonds in either case where such Series of Pass Through Covered Bonds has an Extended Final Maturity Date that falls within 6 months of the relevant Programme Payment Date;

(h) *eighth*, to pay *pari passu* and *pro rata*, (A) (where such Series of Pass Through Covered Bonds has an Extended Final Maturity Date that does not fall within 6 months of the relevant Programme Payment Date) principal in respect of each Series of Pass Through Covered Bonds then outstanding on the Programme Payment Date, or to provide for all such amounts that will become due and payable prior to the next Programme Payment Date (if any) on any such Series of Pass Through Covered Bonds, and (B) in respect of any Accumulation Covered Bonds (or any Series of Covered Bonds which will become Accumulation Covered Bonds prior to the next following Programme Payment Date) to credit the relevant Accumulation Sub-Ledger with the Pro Rata Accumulation Amount;

(i) *ninth*, for so long as any Covered Bonds remain outstanding, any remaining Covered Bonds Available Funds will remain standing to the credit of the Transaction Account, or, as applicable, be deposited in the Transaction Account, provided such amounts have not already been credited to the Accumulation Sub-Ledger in accordance with paragraph (h) above;

(j) *tenth*, if no Covered Bonds remain outstanding, to pay *pari passu* and *pro rata*, according to the respective amounts thereof, any amount due and payable on the Programme Payment Date, or to provide for all such amounts that will become due and payable prior to the next Programme Payment Date to any Hedging Counterparties arising out of any Subordinated Termination Payment; and

(k) *eleventh*, if no Covered Bonds remain outstanding, to pay any excess to the Issuer.

4.2 Post Event of Default Priority of Payments

Following delivery of a Notice of Default, all funds deriving from the Cover Pool Assets, the Transaction Documents and any other sums standing to the credit of the Transaction Account shall be applied on any Business Day in accordance with the following order of priority of payments (the **Post Event of Default Priority of Payments** and, together with the Pre Event of Default Priority of Payments, the **Priorities of Payments** and, each of them a **Priority of Payments**) (in each case only if and to the extent that payments of a higher priority have been made in full) provided that any such amount has not been paid by the Issuer using funds not forming part of the Cover Pool:

(a) *first*, to pay any Indemnity to which the Trustee or any Appointee or any Receiver is entitled pursuant to the Trust Deed or any other Transaction Document and any costs and expenses incurred by or on behalf of the Trustee or any Appointee or any Receiver (i) following the occurrence of a Potential Event of Default, Issuer Event or, as applicable, an Event of Default (to the extent that any such amounts have not yet been paid out of the Covered Bonds Available Funds before the delivery of a Notice of Default) and (ii) following the delivery of a Notice of Default in connection with or as a result of the enforcement or realisation of (A) the security granted under the Statutory Pledge and the Deed of Charge and/or (B) any other right or remedy that the Trustee is entitled to, or is required to pursue, under or in connection with the Transaction Documents and the Covered Bonds for the purpose of protecting the interests of the Covered Bondholders and/or the other Secured Creditors;

(b) *second*, *pari passu* and *pro rata* according to the respective amounts thereof, (i) to pay all amounts of interest and principal then due and payable on any Covered Bonds and Coupons,

(ii) to pay any additional fees, costs, expenses and taxes due and payable in connection with any listing or deposit of the Covered Bonds or to fund any notice to be given to any parties in accordance with any of the Transaction Documents or to the Covered Bondholders, (iii) to pay all amounts due and payable to any Secured Creditors, other than the Covered Bondholders and Couponholders, and (iv) any amounts due and payable under any Hedging Agreement other than the Subordinated Termination Payments to any Hedging Counterparties under any such Hedging Agreements;

(c) *third*, to pay *pari passu* and *pro rata*, according to the respective amounts thereof, any amount due and payable to any Hedging Counterparties arising out of any Subordinated Termination Payment; and

(d) *fourth*, following the payment in full of all items under (a) to (c) above, to pay all excess amounts to the Issuer.

5. Interest

The applicable Final Terms will indicate whether the Covered Bonds are Fixed Rate Covered Bonds, Floating Rate Covered Bonds or Zero Coupon Covered Bonds.

5.1 Interest on Fixed Rate Covered Bonds

This Condition 5.1 applies to Fixed Rate Covered Bonds only. The applicable Final Terms contains provisions applicable to the determination of fixed rate interest and must be read in conjunction with this Condition 5.1 for full information on the manner in which interest is calculated on Fixed Rate Covered Bonds. In particular, the applicable Final Terms will specify the Interest Commencement Date, the Rate(s) of Interest, the Interest Payment Date(s), the Final Maturity Date, the Fixed Coupon Amount, any applicable Broken Amount, the Calculation Amount, the Day Count Fraction and any applicable Determination Date.

Each Fixed Rate Covered Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable, subject as provided in these Conditions, in arrear on the Interest Payment Date(s) in each year up to (and including) the Final Maturity Date.

Except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period (as defined in Condition 5.5 (*Business Day, Business Day Convention, Day Count Fractions and other adjustments*)) ending on (but excluding) such date will amount to the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on but excluding such date (**Fixed Coupon Amount**). Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the broken amount specified in the relevant Final Terms (the **Broken Amount**) so specified.

As used in the Conditions, **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

If interest is required to be calculated for a period other than a Fixed Interest Period, such interest shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

5.2 Interest on Floating Rate Covered Bonds

This Condition 5.2 applies to Floating Rate Covered Bonds only. The applicable Final Terms contains provisions applicable to the determination of floating rate interest and must be read in conjunction with this Condition 5.2 for full information on the manner in which interest is calculated on Floating Rate Covered Bonds. In particular, the applicable Final Terms will identify any Specified Interest Payment Dates, any Specified Period, the Interest Commencement Date, the Business Day Convention, any Additional Business Centres, whether ISDA Determination or Screen Rate Determination applies to the calculation of interest, the party who will calculate the amount of interest due if it is not the Agent, the Margin, any maximum or minimum interest rates and the Day Count Fraction. Where ISDA Determination applies to the calculation of interest, the applicable Final Terms will also specify the applicable Floating Rate Option, Designated Maturity and Reset Date. Where Screen Rate Determination applies to the calculation of interest, the applicable Final Terms will also specify the applicable Reference Rate, Interest Determination Date(s) and Relevant Screen Page.

(a) Interest Payment Dates

Each Floating Rate Covered Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

(i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or

(ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an **Interest Payment Date**) which falls the number of months or other period specified as the **Specified Period** in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In these Conditions, the expression **Interest Period** shall mean the period from (and including) an Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

(b) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Covered Bonds will be determined in the manner specified in the applicable Final Terms.

(c) ISDA Determination for Floating Rate Covered Bonds

Where **ISDA Determination** is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (c), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent or other person specified in the applicable Final Terms under an interest rate swap transaction if the Principal Paying Agent or that other person were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Covered Bonds (the **ISDA Definitions**), and under which:

(i) the Floating Rate Option is as specified in the applicable Final Terms;

(ii) the Designated Maturity is the period specified in the applicable Final Terms; and

(iii) the relevant Reset Date is the day specified in the applicable Final Terms.

For the purposes of this subparagraph (c), (1) **Floating Rate**, **Calculation Agent**, **Floating Rate Option**, **Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions.

When this subparagraph (c) applies, in respect of each relevant Interest Period the Principal Paying Agent or the above-mentioned person will be deemed to have discharged its obligations under Condition 5.2(f) below in respect of the determination of the Rate of Interest if it has determined the Rate of Interest in respect of such Interest Period in the manner provided in this subparagraph (c).

(d) Screen Rate Determination for Floating Rate Covered Bonds

(i) **EURIBOR**

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

(A) the offered quotation (if there is only one quotation on the Relevant Screen Page); or

(B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (being EURIBOR, as specified in the applicable Final Terms) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11.00 a.m. Brussels time, on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Paying Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest pursuant to this subparagraph (d)(i) in the event that the Relevant Screen Page is not available or if, in the case of (A) above, no such offered quotation appears or, in the case of (B) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

(ii) **SONIA**

Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate in respect of the relevant Series of Floating Rate Covered Bonds is specified in the relevant Final Terms as being Compounded Daily **SONIA**, the Rate of Interest for an Interest Accrual Period will, subject as provided below, be Compounded Daily SONIA with respect to such Interest Accrual Period plus or minus (as indicated in the relevant Final Terms) the applicable Margin.

Compounded Daily SONIA means, with respect to an Interest Accrual Period:

(A) where "Index Determination" is specified as Not Applicable in the relevant Final Terms, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Accrual Period (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) as calculated by the Principal Paying Agent (or other party responsible for calculating the Rate of Interest as set out in the relevant Final Terms) as at the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest fourth decimal place, with 0.00005 per cent. being rounded upwards):

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SONIA_{i-pLBD}\times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

or

(B) where "Index Determination" is specified as Applicable in the relevant Final Terms, the rate calculated by the Principal Paying Agent (or other party responsible for calculating the Rate of Interest as set out in the relevant Final Terms) as at the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest fourth decimal place, with 0.00005 per cent. being rounded upwards):

$$\left(\frac{Index_{END}}{Index_{START}}-1\right)\times\frac{365}{d}$$

provided, however, that if the Principal Paying Agent (or other party responsible for calculating the Rate of Interest as set out in the relevant Final Terms) is unable for any reason to determine either or both of $Index_{END}$ and $Index_{START}$ in relation to any Interest Accrual Period, then Compounded Daily SONIA shall be calculated for such Interest Accrual Period as if "Index Determination" had been specified as being Not Applicable in the relevant Final Terms (and paragraph (a) of this definition shall be applied accordingly),

where:

"**d**" is (i) where "Lag" or "Lock-Out" is specified in the relevant Final Terms as the Observation Method, the number of calendar days in the relevant Interest Accrual Period and (ii) where "Shift" is specified in the relevant Final Terms as the Observation Method, the number of calendar days in the relevant Observation Period;

"$\mathbf{d_o}$" is (i) where "Lag" or "Lock-Out" is specified in the relevant Final Terms as the Observation Method, the number of London Business Days in the relevant Interest Accrual Period and (ii) where "Shift" is specified in the relevant Final Terms as the Observation Method, for any Observation Period, the number of London Business Days in the relevant Observation Period;

"**i**" is a series of whole numbers from one to d_o, each representing the relevant London Business Day in chronological order from, and including, the first London Business Day (i) where "Lag" or "Lock-Out" is specified in the relevant Final Terms as the Observation Method, in the relevant Interest Accrual Period, and (ii) where "Shift" is specified in the relevant Final Terms as the Observation Method, in the relevant Observation Period;

"**$Index_{END}$**" means, in relation to any Interest Accrual Period, the Index Value on the day which is "p" London Business Days prior to the Interest Payment Date for such Interest Accrual Period;

"**$Index_{START}$**" means, in relation to any Interest Accrual Period, the Index Value on the day which is "p" London Business Days prior to the first day of such Interest Accrual Period (and in respect of the first Interest Accrual Period, the Issue Date);

"**Index Value**" means, where "**SONIA**" is specified as the Reference Rate in the relevant Final Terms, in relation to any London Business Day, the value of the SONIA Compounded Index as published by authorised redistributors on the Relevant Screen Page on the immediately following London Business Day provided, however, that in the event that the value originally published is subsequently corrected and such corrected value is published by authorised re-distributors or the Bank of England, as the administrator of SONIA (or any successor administrator of SONIA)) on the original date of publication, then such corrected value, instead of the value that was originally published, shall be deemed the Index Value in relation to such London Business Day;

"**LBD**" means a London Business Day;

"**Lock-Out Period**" means the period from, and including, the Interest Determination Date to, but excluding, the corresponding Interest Payment Date;

"**n_i**" for any London Business Day, means the number of calendar days from (and including) such London Business Day "i" up to (but excluding) the following London Business Day;

"**Observation Period**" means the period from (and including) the date falling "p" London Business Days prior to the first day of the relevant Interest Accrual Period to (but excluding) the date falling "p" London Business Days prior to the Interest Payment Date for such Interest Accrual Period;

"**p**" has the meaning given to it in the relevant Final Terms;

"**Reference Day**" means each London Business Day in the relevant Interest Accrual Period, other than any London Business Day in the Lock-Out Period;

"**SONIA Compounded Index**" means the index known as the "SONIA Compounded Index" administered by the Bank of England (or any successor administrator thereof);

"**$SONIA_i$**" means, (i) where "Shift" is specified in the relevant Final Terms as the Observation Method, and in respect of a London Business Day "i", the SONIA reference rate in respect of that day, and (ii) where "Lock-Out" is specified in the relevant Final Terms as the Observation Method, (x) in respect of any London Business Day "i" that is a Reference Day, the SONIA reference rate in respect of such Reference Day, and (y) in respect of any London Business Day "i" that is not a

Reference Day (being a London Business Day in the Lock-Out Period), the SONIA reference rate in respect of the last Reference Day of the relevant Interest Accrual Period (such last Reference Day falling no fewer than five London Business Days prior to the final day of the relevant Interest Accrual Period);

"**$SONIA_{i\text{-}pLBD}$**" means (i) where "Lag" is specified in the relevant Final Terms as the Observation Method, in respect of any London Business Day falling in the relevant Interest Accrual Period the SONIA reference rate for the London Business Day falling "p" London Business Days prior to the relevant London Business Day "i", and (ii) where "Shift" or "Lock-Out" is specified in the relevant Final Terms as the Observation Method, $SONIA_i$; and

the "**SONIA reference rate**", in respect of any London Business Day, is a reference rate equal to the daily Sterling Overnight Index Average (**SONIA**) rate for such London Business Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the London Business Day immediately following such London Business Day.

As used herein, an "**Interest Accrual Period**" means (i) each Interest Period and (ii) any other period (if any) in respect of which interest is to be calculated, being the period from (and including) the first day of such period to (but excluding) the day on which the relevant payment of interest falls due (which, if the relevant Series of Covered Bonds becomes due and payable following an Event of Default, shall be the date on which such Covered Bonds become due and payable).

Fallback provisions

If, in respect of any London Business Day in the relevant Observation Period, the applicable SONIA reference rate is not made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the SONIA reference rate in respect of such London Business Day shall be: (i) the Bank of England's Bank Rate (the **Bank Rate**) prevailing at 5.00 p.m. (or, if earlier, close of business) on such London Business Day; plus (ii) the mean of the spread of the SONIA reference rate to the Bank Rate over the previous five London Business Days on which a SONIA reference rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate.

Notwithstanding the paragraph above, in the event the Bank of England publishes guidance as to (i) how the SONIA reference rate is to be determined or (ii) any rate that is to replace the SONIA reference rate, the Principal Paying Agent (or such other party responsible for calculating the Rate of Interest as set out in the relevant Final Terms) shall, subject to receiving written instructions from the Issuer and to the extent that it is reasonably practicable, follow such guidance in order to determine $SONIA_i$ for the purpose of the relevant Series of Covered Bonds for so long as the SONIA reference rate is not available or has not been published by the authorised distributors.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, the Rate of Interest shall be:

I. that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin, Maximum Rate of

Interest and/or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as the case may be) relating to the relevant Interest Accrual Period, in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as applicable) relating to that last preceding Interest Accrual Period); or

II. if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Covered Bonds for the first scheduled Interest Accrual Period had the Covered Bonds been in issue for a period equal in duration to the first scheduled Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (applying the Margin and, if applicable, any Maximum Rate of Interest and/or Minimum Rate of Interest, applicable to the first scheduled Interest Accrual Period).

If the relevant Series of Covered Bonds become due and payable in accordance with Condition 10 (*Events of Default and Enforcement*), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Final Terms, be deemed to be the date on which such Covered Bonds became due and payable and the Rate of Interest on such Covered Bonds shall, for so long as any such Covered Bond remains outstanding, be that determined on such date.

Unless otherwise stated in the Final Terms the Minimum Rate of Interest shall be deemed to be zero.

If the Reference Rate from time to time in respect of Floating Rate Covered Bonds is specified in the applicable Final Terms as being other than SONIA or EURIBOR, the Rate of Interest in respect of the Covered Bonds will be determined as provided in the applicable Final Terms.

(e) Minimum Rate of Interest and/or Maximum Rate of Interest

If the applicable Final Terms for a Floating Rate Covered Bond specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms for a Floating Rate Covered Bond specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(f) Determination of Rate of Interest and calculation of Interest Amounts

The Principal Paying Agent will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Principal Paying Agent will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Covered Bonds for the relevant Interest Period by applying the Rate of Interest to:

(i) in the case of Floating Rate Covered Bonds which are represented by a Global Covered Bond, the aggregate outstanding nominal amount of the Covered Bonds represented by such Global Covered Bond; or

(ii) in the case of Floating Rate Covered Bonds in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Covered Bond in definitive form comprises more than one Calculation Amount, the Interest Amount payable in respect of such Covered Bond shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

(g) Linear Interpolation

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Principal Paying Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Principal Paying Agent shall determine such rate at such time and by reference to such sources as it (in consultation with the Issuer) determines appropriate.

Designated Maturity means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

(h) Notification of Rate of Interest and Interest Amounts

The Principal Paying Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Trustee and to any stock exchange or other relevant competent authority or quotation system on which the relevant Floating Rate Covered Bonds are for the time being listed, quoted and/or traded or by which they have been admitted to listing or trading and to be published in accordance with Condition 17 (*Notices*) as soon as possible after their determination but in no event later than the fourth Business Day (as defined in Condition 5.5 (*Business Day, Business Day Convention, Day Count Fractions and other adjustments*)) thereafter and in the case of any notification to be given to the Luxembourg Stock Exchange on or before the first Business Day of each Interest Period. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment or alternative arrangements will promptly be notified to the Trustee and each stock exchange or other relevant authority on which the relevant Floating Rate Covered Bonds are for the time being listed, quoted and/or traded or by which they have been admitted to listing or trading and to Covered Bondholders in accordance with Condition 17 (*Notices*).

(i) Determination or Calculation by the Trustee

If for any reason at any relevant time after the Issue Date, the Principal Paying Agent defaults in its obligation to determine the Rate of Interest or the Principal Paying Agent defaults in its obligation to calculate any Interest Amount in accordance with subparagraph 5.2(c) or 5.2(d) above as the case may be, and in each case in accordance with paragraph 5.2(f) above, the Trustee may determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Final Terms), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Trustee may calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances. In making any such determination or calculation, the Trustee may appoint and rely on a determination or calculation by a calculation agent (which shall be an investment bank or other suitable entity of international repute). Each such determination or calculation shall be deemed to have been made by the Principal Paying Agent.

(j) Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5.2, whether by the Principal Paying Agent, the Calculation Agent or the Trustee shall (in the absence of wilful default, negligence, fraud or manifest error) be binding on the Issuer, the Principal Paying Agent, the Calculation Agent, the other Paying Agents, the Trustee and all Covered Bondholders and Couponholders and (in the absence of wilful default, negligence or fraud) no liability to the Issuer the Covered Bondholders or the Couponholders shall attach to the Principal Paying Agent, the Calculation Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

5.3 Interest on Zero Coupon Covered Bonds

Zero Coupon Covered Bonds will be offered and sold at a discount to their nominal amount and will not bear interest. When a Zero Coupon Covered Bond becomes repayable prior to its Maturity Date it will be redeemed at the Early Redemption Amount calculated in accordance with Condition 7.7 (*Early Redemption Amounts*). In the case of late payment the amount due and repayable shall be calculated in accordance with Condition 7.10 (*Late Payment*).

5.4 Accrual of interest

Interest (if any) will cease to accrue on each Covered Bond (or in the case of the redemption of part only of a Covered Bond, that part only of such Covered Bond) on the due date for redemption thereof unless, upon due presentation thereof, payment of principal is improperly withheld or refused or unless default is otherwise made in respect of payment, in which event, interest will continue to accrue as provided in Condition 7.10 (*Late Payment*).

5.5 Business Day, Business Day Convention, Day Count Fractions and other adjustments

(a) In these Conditions, **Business Day** means:

(i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and Athens and any Additional Business Centre specified in the applicable Final Terms; and

(ii) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign

currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London and any Additional Business Centre) or as otherwise specified in the applicable Final Terms or (B) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (**TARGET2**) System (the **TARGET2 System**) is open.

(b) If a **Business Day Convention** is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(i) in any case where Specified Periods are specified in accordance with Condition 5.2(a)(ii), the **Floating Rate Convention**, such Interest Payment Date (1) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (II) below shall apply mutatis mutandis, or (2) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (I) such Interest Payment Date shall be brought forward to the immediately preceding Business Day, and (II) each subsequent Interest Payment Date shall be the last Business Day in the month which falls within the Specified Period after the preceding applicable Interest Payment Date occurred; or

(ii) the **Following Business Day Convention**, such Interest Payment Date shall be postponed to the next day which is a Business Day; or

(iii) the **Modified Following Business Day Convention**, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

(iv) the **Preceding Business Day Convention**, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

(c) **Day Count Fraction** means, in respect of the calculation of an amount of interest for any Interest Period:

(i) if **Actual/Actual (ICMA)** is specified in the applicable Final Terms:

(A) in the case of Covered Bonds where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period (as defined in Condition 5.2(c)(ii)) during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

(B) in the case of Covered Bonds where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of (I) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and (II) the number of days in

such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;

(ii) if **Actual/Actual** or **Actual/Actual (ISDA)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366, and (ii) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

(iii) if **Actual/365 (Fixed)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;

(iv) if **Actual/365 (Sterling)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

(v) if **Actual/360** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;

(vi) if **30/360, 360/360** or **Bond Basis** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{\left[360 \text{x} \left(Y^2 - Y^1\right)\right] + \left[30 \text{x} \left(M^2 - M^1\right)\right] + \left(D^2 - D^1\right)}{360}$$

where:

"Y^1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y^2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M^1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M^2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D^1" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D^1 will be 30; and

"D^2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D^1 is greater than 29, in which case D^2 will be 30;

(vii) if **30E/360** or **Eurobond Basis** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{\left[360 \text{x} \left(Y^2 - Y^1\right)\right] + \left[30 \text{x} \left(M^2 - M^1\right)\right] + \left(D^2 - D^1\right)}{360}$$

where:

"Y^1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y^2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M^1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M^2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D^1" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D^1 will be 30; and

"D^2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D^2 will be 30;

(viii) if **30E/360 (ISDA)** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{\left[360 \text{x} \left(Y^2 - Y^1\right)\right] + \left[30 \text{x} \left(M^2 - M^1\right)\right] + \left(D^2 - D^1\right)}{360}$$

where:

"Y^1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y^2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M^1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M^2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D^1" is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D^1 will be 30; and

"D^2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Final Maturity Date or (ii) such number would be 31 and D^2 will be 30; or

such other Day Count Fraction as may be specified in the applicable Final Terms.

(d) **Determination Date** has the meaning given in the applicable Final Terms.

(e) **Determination Period** means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).

(f) **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

(g) **Interest Commencement Date** means, in the case of interest-bearing Covered Bonds, the date specified in the applicable Final Terms from (and including) which the relevant Covered Bonds will accrue interest.

(h) **Interest Payment Date** means, in respect of Fixed Rate Covered Bonds, the meaning given in the applicable Final Terms and in respect of Floating Rate Covered Bonds, the meaning given in Condition 5.2 (*Interest on Floating Rate Covered Bonds*), together the Interest Payment Dates.

(i) **Interest Period** means the period from (and including) an Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

(j) **Principal Amount Outstanding** means in respect of a Covered Bond on any day the principal amount of that Covered Bond on the relevant Issue Date thereof less principal amounts received by the relevant Covered Bondholder in respect thereof on or prior to that day provided that the Principal Amount Outstanding in respect of a Covered Bond that has been purchased and cancelled by the Issuer shall be zero.

(k) If **adjusted** is specified in the applicable Final Terms against the Day Count Fraction, interest in respect of the relevant Interest Period shall be payable in arrear on the relevant Interest Payment Date and calculated from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date, as such Interest Payment Date shall, where applicable, be adjusted in accordance with the Business Day Convention.

(l) If **not adjusted** is specified in the applicable Final Terms against the Day Count Fraction, interest in respect of the relevant Interest Period shall be payable in arrear on the relevant Interest Payment Date and calculated from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date, but such Interest Payment Dates shall not be adjusted in accordance with any Business Day Convention.

(m) **sub-unit** means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, euro 0.01.

6. Payments

6.1 Method of payment

Subject as provided below:

(a) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency (which, in the case of a payment in Yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively);

(b) payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque; and

(c) payments in U.S. Dollars will be made by transfer to a U.S. Dollar account maintained by the payee with a bank outside of the United States (which expression, as used in this Condition 6, means the United States of America, including the State and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction), or by cheque drawn on a United States bank.

In no event will payment in respect of Covered Bonds be made by a cheque mailed to an address in the United States. All payments of interest in respect of Covered Bonds will be made to accounts located outside the United States except as may be permitted by United States tax law in effect at the time of such payment without detriment to the Issuer.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto. References to Specified Currency will include any successor currency under applicable law.

6.2 Presentation of Bearer Definitive Covered Bonds and Coupons

Payments of principal and interest (if any) will (subject as provided below) be made in accordance with Condition 6.1 (*Method of payment*) only against presentation and surrender of Bearer Definitive Covered Bonds or Coupons (or, in the case of part payment of any sum due, endorsement of the Bearer Definitive Covered Bond (or Coupon)), as the case may be, only at a specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)).

Fixed Rate Covered Bonds in definitive bearer form (other than Long Maturity Covered Bonds (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall include Coupons falling to be issued on exchange of matured Talons), failing which an amount equal to the face value of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the total amount due) will be deducted from the amount due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of ten years after the Relevant Date (as defined in Condition 11 (*Prescription*)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 11 (*Prescription*)) or, if later, five years from the date on which such Coupon would otherwise have become due but in no event thereafter.

Upon amounts in respect of any Fixed Rate Covered Bond in definitive bearer form becoming due and repayable by the Issuer prior to its Final Maturity Date (or, as the case may be, Extended Final Maturity Date), all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the due date for redemption of any Floating Rate Covered Bond or a Long Maturity Covered Bond in definitive bearer form, all unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A **Long Maturity Covered Bond** is a Fixed Rate Covered

Bond (other than a Fixed Rate Covered Bond which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Covered Bond shall cease to be a Long Maturity Covered Bond on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the Principal Amount Outstanding of such Covered Bond.

If the due date for redemption of any Bearer Definitive Covered Bond is not an Interest Payment Date, interest (if any) accrued in respect of such Covered Bond from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against presentation and surrender of the relevant Bearer Definitive Covered Bond.

6.3 Payments in respect of Bearer Global Covered Bonds

Payments of principal and interest (if any) in respect of Covered Bonds represented by any Bearer Global Covered Bond will (subject as provided below) be made in the manner specified above in relation to Bearer Definitive Covered Bonds and otherwise in the manner specified in the relevant Bearer Global Covered Bond against presentation or surrender, as the case may be, of such Bearer Global Covered Bond if the Bearer Global Covered Bond is not intended to be issued in new global covered bond (**NGCB**) form at the specified office of any Paying Agent outside the United States. On the occasion of each payment, (i) in the case of any Bearer Global Covered Bond which is not issued in NGCB form, a record of such payment made on such Bearer Global Covered Bond, distinguishing between any payment of principal and any payment of interest, will be made on such Bearer Global Covered Bond by the Paying Agent and such record shall be prima facie evidence that the payment in question has been made and (ii) in the case of any Global Covered Bond which is issued in NGCB form, the Paying Agent shall instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such payment.

No payments of principal, interest or other amounts due in respect of a Bearer Global Covered Bond will be made by mail to an address in the United States or by transfer to an account maintained in the United States.

6.4 Payments in respect of Registered Covered Bonds

Payments of principal in respect of each Registered Covered Bond (whether or not in global form) will be made against presentation and surrender of the Registered Covered Bond at the specified office of the Registrar or any of the Paying Agents. Such payments will be made in accordance with Condition 6.1 (*Method of payment*) by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Covered Bond appearing in the register of holders of the Registered Covered Bonds maintained by the Registrar (the **Register**) at the close of business on the business day (**business day** being for the purposes of this Condition 6.4 a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date (the **Record Date**). Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account, or (ii) the principal amount of the Covered Bonds held by a holder is less than U.S.$250,000 (or its approximate equivalent in any other Specified Currency), payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined below). For these purposes, **Designated Account** means the account (which, in the case of a payment in Yen to a non-resident of Japan, shall be a non-resident account) maintained by a holder with a Designated Bank and identified as such in the Register and **Designated Bank** means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest in respect of each Registered Covered Bond (whether or not in global form) will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured

mail on the business day immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Covered Bond appearing in the Register at the close of business on the Record Date at the holder's address shown in the Register on the Record Date and at the holder's risk. Upon application of the holder to the specified office of the Registrar not less than three business days before the due date for any payment of interest in respect of a Registered Covered Bond, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) in respect of the Registered Covered Bonds which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Registered Covered Bond on redemption will be made in the same manner as payment of the principal in respect of such Registered Covered Bond.

Holders of Registered Covered Bonds will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Covered Bond as a result of a cheque posted in accordance with this Condition 6.4 arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Registered Covered Bonds.

None of the Issuer, the Trustee or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Covered Bonds or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

6.5 General provisions applicable to payments

The bearer of a Global Covered Bond (or, as provided in the Trust Deed, the Trustee) shall be the only person entitled to receive payments in respect of Covered Bonds represented by such Global Covered Bond and the obligations of the Issuer will be discharged by payment to, or to the order of, the holder of such Global Covered Bond (or the Trustee, as the case may be) in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Covered Bonds represented by such Global Covered Bond must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of such Global Covered Bond (or the Trustee, as the case may be). No person other than the holder of the relevant Global Covered Bond (or, as provided in the Trust Deed, the Trustee) shall have any claim against the Issuer in respect of any payments due on that Global Covered Bond.

Notwithstanding the foregoing provisions of this Condition 6.5, payments of principal and/or interest in respect of Bearer Covered Bonds in U.S. Dollars will only be made at the specified office of a Paying Agent in the United States if:

(a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. Dollars at such specified offices outside the United States of the full amount of principal and/or interest on the Bearer Covered Bonds in the manner provided above when due;

(b) payment of the full amount of such principal and interest at such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. Dollars; and

(c) such payment is then permitted under United States law without involving, in the opinion of the Issuer adverse tax consequences to the Issuer.

6.6 Payment Day

If the date for payment of any amount in respect of any Covered Bond or Coupon is not a Payment Day (as defined below), the holder thereof shall not be entitled to payment of the relevant amount due until the next following Payment Day and shall not be entitled to any interest or other sum in respect of any such delay. In this Condition 6.6 (unless otherwise specified in the applicable Final Terms), **Payment Day** means any day which (subject to Condition 11 (*Prescription*)) is:

(a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:

(i) the relevant place of presentation;

(ii) London;

(iii) Athens; and

(iv) any Additional Financial Centre specified in the applicable Final Terms; and

(b) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than the place of presentation, Athens, London and any Additional Financial Centre) or as otherwise specified in the applicable Final Terms or (ii) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

6.7 Interpretation of principal and interest

Any reference in these Conditions to principal in respect of the Covered Bonds shall be deemed to include, as applicable:

(a) the Final Redemption Amount (as defined in the Final Terms) (the **Final Redemption Amount**) of the Covered Bonds;

(b) the Early Redemption Amount of the Covered Bonds but excluding any amount of interest referred to therein;

(c) the Optional Redemption Amount(s) (if any) of the Covered Bonds;

(d) in relation to Zero Coupon Covered Bonds, the Amortised Face Amount (as defined in Condition 7.7(b) (*Early Redemption Amounts*)); and

(e) any premium and any other amounts (other than interest) which may be payable under or in respect of the Covered Bonds.

6.8 Redenomination

Where redenomination is specified in the applicable Final Terms as being applicable, the Issuer may, without the consent of the Covered Bondholders and the Couponholders, on giving prior written notice to the Trustee, the Agents, Euroclear and Clearstream, Luxembourg and at least 30 days' prior notice to the Covered Bondholders in accordance with Condition 17 (*Notices*), elect that, with effect from the Redenomination Date specified in the notice, the Covered Bonds shall be redenominated in euro. In relation to any Covered Bonds where the applicable Final Terms provides for a minimum Specified

Denomination in the Specified Currency which is equivalent to at least euro 100,000 and which are admitted to trading on a regulated market in the European Economic Area, it shall be a term of any such redenomination that the holder of any Covered Bonds held through Euroclear and/or Clearstream, Luxembourg must have credited to its securities account with the relevant clearing system a minimum balance of Covered Bonds of at least euro 100,000.

The election will have effect as follows:

(a) the Covered Bonds shall be deemed to be redenominated in euro in the denomination of euro 0.01 with a nominal amount for each Covered Bond equal to the nominal amount of that Covered Bond in the Specified Currency, converted into euro at the Established Rate, provided that, if the Issuer determines, in consultation with the Agents and the Trustee, that the then market practice in respect of the redenomination in euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Covered Bondholders, the competent listing authority, stock exchange and/or market (if any) on or by which the Covered Bonds may be listed and/or admitted to trading and the Paying Agents of such deemed amendments;

(b) save to the extent that an Exchange Notice has been given in accordance with paragraph (d) below, the amount of interest due in respect of the Covered Bonds will be calculated by reference to the aggregate nominal amount of Covered Bonds presented (or, as the case may be, in respect of which Coupons are presented) for payment by the relevant holder and the amount of such payment shall be rounded down to the nearest euro 0.01;

(c) if Definitive Covered Bonds are required to be issued after the Redenomination Date, they shall be issued at the expense of the Issuer in the denominations of euro 100,000 and/or such higher amounts as the Agents may determine and notify to the Trustee and the Covered Bondholders and any remaining amounts less than euro 100,000 shall be redeemed by the Issuer and paid to the Covered Bondholders in euro in accordance with Condition 7 (*Redemption and Purchase*);

(d) if issued prior to the Redenomination Date, all unmatured Coupons denominated in the Specified Currency (whether or not attached to the Covered Bonds) will become void with effect from the date on which the Issuer gives notice (the **Exchange Notice**) that replacement euro-denominated Covered Bonds and Coupons are available for exchange (provided that such securities are so available) and no payments will be made in respect of them. The payment obligations contained in any Covered Bonds and Coupons so issued will also become void on that date although those Covered Bonds and Coupons will continue to constitute valid exchange obligations of the Issuer. New euro-denominated Covered Bonds and Coupons will be issued in exchange for Covered Bonds and Coupons denominated in the Specified Currency in such manner as the Agents may specify and as shall be notified to the Covered Bondholders in the Exchange Notice. No Exchange Notice may be given less than 15 days prior to any date for payment of principal or interest on the Covered Bonds;

(e) after the Redenomination Date, all payments in respect of the Covered Bonds and the Coupons, other than payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in euro as though references in the Covered Bonds to the Specified Currency were to euro. Payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque;

(f) if the Covered Bonds are Fixed Rate Covered Bonds and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on

an Interest Payment Date, it will be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention;

(g) if the Covered Bonds are Floating Rate Covered Bonds, the applicable Final Terms will specify any relevant changes to the provisions relating to interest; and

(h) such other changes shall be made to this Condition 6.8 (and the Transaction Documents) as the Issuer may decide, after consultation with the Agents and the Trustee, and as may be specified in the notice, to conform it to conventions then applicable to instruments denominated in euro.

6.9 Definitions

In these Conditions, the following expressions have the following meanings:

Accrual Yield has, in relation to a Zero Coupon Covered Bond, the meaning given in the applicable Final Terms.

Calculation Amount has the meaning given in the applicable Final Terms.

Earliest Maturing Covered Bonds means, at any time, the Series of the Covered Bonds (other than any Series which is fully collateralised by amounts standing to the credit of the Transaction Account) that has or have the earliest Final Maturity Date as specified in the applicable Final Terms (ignoring any acceleration of amounts due under the Covered Bonds prior to an Event of Default) or Extended Final Maturity Date, as applicable.

Early Redemption Amount means the amount calculated in accordance with Condition 7.7 (*Early Redemption Amounts*).

Established Rate means the rate for the conversion of the relevant Specified Currency (including compliance with rules relating to roundings in accordance with applicable European Community regulations) into euro established by the Council of the European Union pursuant to Article 123 of the Treaty.

euro means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty.

Extraordinary Resolution means (a) a resolution passed at a meeting of the Covered Bondholders duly convened and held in accordance with the Trust Deed by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three-fourths of the votes cast on such poll; or (b) a resolution in writing signed by or on behalf of the holders of not less than three-fourths of the Principal Amount Outstanding of the Covered Bonds of the relevant Series which would be entitled to attend a meeting if a meeting were convened, which resolution in writing may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Covered Bondholders.

Minimum Rate of Interest means, in respect of Floating Rate Covered Bonds, the percentage rate per annum (if any) specified in the applicable Final Terms.

Notice of Default has the meaning given to it in Condition 10 (*Events of Default and Enforcement*).

Optional Redemption Amount has the meaning (if any) given in the applicable Final Terms.

Optional Redemption Date has the meaning (if any) given in the applicable Final Terms.

Potential Event of Default means any condition, event or act which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration, demand, determination and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition, would constitute an Event of Default.

Rate of Interest means the rate of interest payable from time to time in respect of Fixed Rate Covered Bonds and Floating Rate Covered Bonds, as determined in, or as determined in the manner specified in, the applicable Final Terms.

Redenomination Date means (in the case of interest bearing Covered Bonds) any date for payment of interest under the Covered Bonds or (in the case of Zero Coupon Covered Bonds) any date, in each case specified by the Issuer in the notice given to the Covered Bondholders pursuant to Condition 6.8 (*Redenomination*) above and which falls on or after the date on which the country of the relevant Specified Currency first participates in the third stage of European economic and monetary union.

Reference Price has, in respect of a Zero Coupon Covered Bond, the meaning given in the applicable Final Terms.

Screen Rate Determination means, if specified as applicable in the applicable Final Terms, the manner in which the Rate of Interest on Floating Rate Covered Bonds is to be determined in accordance with Condition 5.2(d) (*Screen Rate Determination for Floating Rate Covered Bonds*).

Secured Creditors means the Covered Bondholders, the Couponholders, the Trustee, any Receiver, any Appointee, the Asset Monitor, the Account Bank, the Agents, the Servicer, the Hedging Counterparties and any other creditor of the Issuer pursuant to any transaction document entered into in the course of the Programme having recourse to the Cover Pool.

Treaty means the Treaty establishing the European Community, as amended.

7. Redemption and Purchase

7.1 Final redemption

(a) Unless previously redeemed or purchased and cancelled as specified below, each Covered Bond will be redeemed by the Issuer at its Final Redemption Amount specified in the applicable Final Terms in the relevant Specified Currency on the Final Maturity Date.

(b) If an Extended Final Maturity Date is specified in the applicable Final Terms for a Series of Covered Bonds and the Issuer has failed to pay the Final Redemption Amount on the Final Maturity Date specified in the Final Terms, then (subject as provided below) payment of any unpaid Final Redemption Amount by the Issuer shall be deferred until the Extended Final Maturity Date, provided that any amount representing the Final Redemption Amount due and remaining unpaid on the Final Maturity Date shall be paid by the Issuer on any Interest Payment Date occurring thereafter up to (and including) the relevant Extended Final Maturity Date *pro rata* and *pari passu* in respect of all Pass Through Covered Bonds, in accordance with and subject to the relevant Priority of Payments, subject to the Issuer having funds available for such purpose in accordance with the Priority of Payments and Condition 7.7 (*Early Redemption Amounts*).

(c) The Issuer shall use any amounts standing to the credit of the relevant Accumulation Sub-Ledger to redeem the relevant Series of Accumulation Covered Bonds on the Final Maturity Date.

(d) Following the occurrence of an Issuer Event and breach of the Amortisation Test all Series of Covered Bonds become Pass Through Covered Bonds and the Issuer shall redeem all Series of Covered Bonds on each Interest Payment Date, in accordance with and subject to the relevant Priority of Payments.

(e) The Issuer shall confirm to the Covered Bondholders (in accordance with Condition 17 (*Notices*)), the Rating Agencies, any relevant Hedging Counterparty, the Trustee, the Registrar (in the case of a Registered Covered Bond) and the Principal Paying Agent as soon as reasonably practicable and in any event at least four Business Days prior to the Final Maturity Date of any inability of the Issuer to pay in full the Final Redemption Amount in respect of a Series of Covered Bonds on the Final Maturity Date. Any failure by the Issuer to notify such parties shall not affect the validity or effectiveness of the extension nor give rise to any rights in any such party.

(f) Where the applicable Final Terms for a relevant Series of Covered Bonds provides that such Covered Bonds are subject to an Extended Final Maturity Date, such failure to pay by the Issuer on the Final Maturity Date shall not constitute a default in payment (but, for the avoidance of doubt, such failure to pay shall constitute an Issuer Event).

7.2 Redemption for taxation reasons

Subject to Condition 7.7 (*Early Redemption Amounts*) the Covered Bonds may be redeemed at the option of the Issuer in whole, but not in part, at any time (if the relevant Covered Bond is not a Floating Rate Covered Bond) or on any Interest Payment Date (if the relevant Covered Bond is a Floating Rate Covered Bond), on giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the Trustee and, in accordance with Condition 17 (*Notices*), the Covered Bondholders (which notice shall be irrevocable), if the Issuer satisfies the Trustee immediately before the giving of such notice that on the occasion of the next date for payment of interest on the relevant Covered Bonds, the Issuer is or would be required to pay additional amounts as provided or referred to in Condition 8 (*Taxation*). Covered Bonds redeemed pursuant to this Condition 7.2 (*Redemption for taxation reasons*) will be redeemed at their Early Redemption Amount referred to in Condition 7.7 (*Early Redemption Amounts*) together (if appropriate) with interest accrued to (but excluding) the date of redemption.

7.3 Redemption at the option of the Issuer (Issuer Call)

If an issuer call is specified in the applicable Final Terms (**Issuer Call**), the Issuer may (to the extent funds are available for such purpose), having given not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Trustee, the Principal Paying Agent, the Registrar (in the case of the redemption of Registered Covered Bonds) and, in accordance with Condition 17 (*Notices*), the Covered Bondholders (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Covered Bonds then outstanding on any Optional Redemption Date specified in the applicable Final Terms and at the Optional Redemption Amount(s) specified in the applicable Final Terms together, if applicable, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount (if any) as specified in the applicable Final Terms.

In the case of a partial redemption of Covered Bonds, the Covered Bonds to be redeemed (the **Redeemed Covered Bonds**) will be selected individually by lot, in the case of Redeemed Covered

Bonds represented by Definitive Covered Bonds, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) in the case of Redeemed Covered Bonds represented by a Global Covered Bond, in each case, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**). In the case of Redeemed Covered Bonds represented by Definitive Covered Bonds, a list of the serial numbers of such Redeemed Covered Bonds will be published in accordance with Condition 17 (*Notices*) not less than 15 days (or such shorter period as may be specified in the applicable Final Terms) prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Covered Bonds represented by Definitive Covered Bonds or represented by Global Covered Bonds shall, in each case, bear the same proportion to the aggregate nominal amount of all Redeemed Covered Bonds as the aggregate nominal amount of Definitive Covered Bonds or Global Covered Bonds outstanding bears, in each case, to the aggregate nominal amount of the Covered Bonds outstanding on the Selection Date, provided that such nominal amounts shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination. No exchange of the relevant Global Covered Bond will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 7.3 and notice to that effect shall be given by the Issuer to the Covered Bondholders in accordance with Condition 17 (*Notices*) at least five days (or such shorter period as is specified in the applicable Final Terms) prior to the Selection Date.

7.4 Redemption at the option of the Covered Bondholders (Investor Put)

(a) If an investor put is specified as being applicable in the Final Terms (the **Investor Put**), then if and to the extent specified in the applicable Final Terms, upon the holder of this Covered Bond giving to the Issuer, in accordance with Condition 17 (*Notices*), not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms, the Issuer will, upon the expiry of such notice provided that the Servicer has notified the Trustee in writing that there will be sufficient funds available to pay any termination payment due to the relevant Covered Bond Swap Provider(s), redeem in whole (but not in part), such Covered Bond on the Optional Redemption Date as specified in the applicable Final Terms and at the relevant Optional Redemption Amount together, if applicable, with interest accrued to (but excluding) the relevant Optional Redemption Date.

(b) If this Covered Bond is in definitive form, to exercise the right to require redemption of this Covered Bond, the holder of this Covered Bond must deliver such Covered Bond, on any Business Day (as defined in Condition 5.5 (*Business Day, Business Day Convention, Day Count Fractions and other adjustments*)) falling within the above-mentioned notice period at the specified office of any Paying Agent, accompanied by a duly signed and completed notice of exercise of the Investor Put in the form (for the time being current) obtainable from any specified office of any Paying Agent (a **Put Notice**) and in which the holder must specify a bank account (or, if payment is by cheque, an address) to which payment is to be made under this Condition 7.4.

(c) If this Covered Bond is represented by a Global Covered Bond or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Covered Bond the holder of this Covered Bond must, within the notice period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear or Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear, Clearstream, Luxembourg or any depositary for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

(d) Any Put Notice given by a Covered Bondholder of any Covered Bond pursuant to this Condition shall be irrevocable.

It may be that before an Investor Put can be exercised, certain conditions and/or circumstances will need to be satisfied. Where relevant, the provisions will be set out in the applicable Final Terms.

7.5 Repurchase by the Issuer at the option of the Covered Bondholders (Investor Repurchase Put)

(a) If an Investor Repurchase Put is specified in the Final Terms (the **Investor Repurchase Put**), then if and to the extent that the Issuer does not redeem the Covered Bonds in full on the Final Maturity Date (taking into account any applicable grace periods), upon the holder of this Covered Bond giving to the Issuer not less than 30 nor more than 60 days' notice (which notice shall be irrevocable), the Issuer will, upon the expiry of such notice, be required to purchase such Covered Bond on the date specified on such notice (the **Repurchase Date**) and at the relevant Optional Redemption Amount as specified in, or determined in the manner specified in, the applicable Final Terms, together, if applicable, with interest accrued to (but excluding) the relevant Repurchase Date.

(b) If this Covered Bond is in definitive form, to exercise the right to require redemption of this Covered Bond, the holder of this Covered Bond must deliver such Covered Bond, on any Business Day (as defined in Condition 5.5 (*Business Day, Business Day Convention, Day Count Fractions and other adjustments*)) falling within the above-mentioned notice period at the specified office of any Paying Agent, accompanied by a duly signed and completed notice of exercise of the Investor Repurchase Put in the form (for the time being current) obtainable from any specified office of any Paying Agent (a **Repurchase Put Notice**) and in which the holder must specify a bank account (or, if payment is by cheque, an address) to which payment is to be made under this Condition 7.5.

(c) Any Repurchase Put Notice given by a Covered Bondholder of any Covered Bond pursuant to this Condition 7.5 shall be irrevocable.

Any failure by the Issuer to repurchase Covered Bonds pursuant to this Condition 7.5 shall not constitute an Event of Default.

7.6 General

Prior to the publication of any notice of redemption pursuant to Condition 7.2 (*Redemption for taxation reasons*) or Condition 7.3 (*Redemption at the option of the Issuer (Issuer Call)*), the Issuer shall deliver to the Trustee a certificate signed by two directors (at the relevant time) of the Issuer stating that the Issuer is entitled or required to effect such redemption and setting forth a statement of facts showing that the conditions set out in Condition 7.2 (*Redemption for taxation reasons*) or Condition 7.3 (*Redemption at the option of the Issuer (Issuer Call)*) for such right or obligation (as applicable) of the Issuer to arise have been satisfied and that the Issuer will have the funds, not subject to the interest of any other persons, required to fulfil its obligations hereunder in respect of the Covered Bonds and any amounts required under the Servicing and Cash Management Deed and/or the Deed of Charge to be paid *pari passu* with, or in priority to, the Covered Bonds and the Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions set out above, in which event it shall be conclusive and binding on all Covered Bondholders and Couponholders.

7.7 Early Redemption Amounts

For the purpose Condition 7.2 (*Redemption for taxation reasons*) and Condition 10 (*Events of Default and Enforcement*):

(a) each Covered Bond (other than a Zero Coupon Covered Bond) will be redeemed at its Early Redemption Amount; and

(b) each Zero Coupon Covered Bond will be redeemed at an amount (the **Amortised Face Amount**) equal to the sum of:

(c) the Reference Price; and

(d) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date of the first Tranche of the Covered Bonds to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Covered Bond becomes due and repayable.

Where such calculation in paragraph (b) above is to be made for a period which is not a whole number of years, it shall be made (A) in the case of a Zero Coupon Covered Bond payable in a Specified Currency other than euro, on the basis of a 360-day year consisting of 12 months of 30 days each, or (B) in the case of a Zero Coupon Covered Bond payable in euro, on the basis of the actual number of days elapsed divided by 365 (or, if any of the days elapsed falls in a leap year, the sum of (x) the number of those days falling in a leap year divided by 366 and (y) the number of those days falling in a non leap year divided by 365) or (C) on such other calculation basis as may be specified in the applicable Final Terms.

7.8 Purchases

The Issuer or any Subsidiary of the Issuer may at any time purchase or otherwise acquire Covered Bonds (provided that, in the case of Bearer Definitive Covered Bonds, all unmatured Coupons and Talons appertaining thereto are attached thereto or surrendered therewith) at any price in the open market either by tender or private agreement or otherwise. If purchases are made by tender, tenders must be available to all Covered Bondholders alike. Such Covered Bonds may be held, reissued, resold or, at the option of the Issuer or the relevant Subsidiary, surrendered to any Paying Agent and/or the Registrar for cancellation.

Subsidiary means, with respect to any person, any corporation or other business entity of which such person owns or controls (either directly or through another subsidiary or other subsidiaries) 50 per cent. or more of the issued share capital or other ownership interest having ordinary voting power to elect directors, managers or trustees of such corporation or other business entity (other than capital stock or other ownership interest of any other classes which have voting power on the occurrence of any contingency).

7.9 Cancellation

All Covered Bonds which are redeemed will forthwith be cancelled (together with, in the case of Bearer Definitive Covered Bonds, all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Covered Bonds so cancelled and any Covered Bonds purchased and surrendered for cancellation pursuant to Condition 7.8 (*Purchases*) and cancelled (together with, in the case of Bearer Definitive Covered Bonds, all unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold.

7.10 Late Payment

If any amount payable in respect of any Covered Bond is improperly withheld or refused upon its becoming due and repayable or is paid after its due date, the amount due and repayable in respect of such Covered Bond (the **Late Payment**) shall itself accrue interest (both before and after any judgment or other order of a court of competent jurisdiction) from (and including) the date on which such payment was improperly withheld or refused or, as the case may be, became due, to (but excluding) the Late Payment Date in accordance with the following provisions:

(a) in the case of a Covered Bond other than a Zero Coupon Covered Bond at the rate determined in accordance with Condition 5.1 (*Interest on Fixed Rate Covered Bonds*) or 5.2 (*Interest on Floating Rate Covered Bond*), as the case may be; and

(b) in the case of a Zero Coupon Covered Bond, at a rate equal to the Accrual Yield,

in each case on the basis of the Day Count Fraction specified in the applicable Final Terms or, if none is specified, on a 30/360 basis.

For the purpose of this Condition 7.9, the Late Payment Date shall mean the earlier of:

(i) the date which the Principal Paying Agent determines to be the date on which, upon further presentation of the relevant Covered Bond, payment of the full amount (including interest as aforesaid) in the relevant currency in respect of such Covered Bond is to be made; and

(ii) the seventh day after notice is given to the relevant Covered Bondholder (whether individually or in accordance with Condition 17 (*Notices*)) that the full amount (including interest as aforesaid) in the relevant currency in respect of such Covered Bond is available for payment,

provided that in the case of both (i) and (ii), upon further presentation thereof being duly made, such payment is made.

7.11 Portfolio Manager

If within one calendar month of the First Refinance Date or, if applicable, within one calendar month of the further Refinance Date (if applicable), the Servicer has not completed the appointment of a Portfolio Manager in accordance with the Servicing and Cash Management Deed and provided that no Portfolio Manager has already been appointed in respect of another Series of Covered Bonds where that appointment is continuing, then following notice from the Servicer (pursuant to Clause 6.4(e) of the Servicing and Cash Management Deed) that no Portfolio Manager has been appointed (the **Servicer's Notice**), Covered Bondholders holding not less than one-tenth of the aggregate Principal Amount Outstanding of all Series of Covered Bonds may within 10 Athens Business Days of receipt of a Servicer's Notice, nominate a Portfolio Manager in writing (such nomination to contain evidence to the reasonable satisfaction of the Trustee to verify the relevant Covered Bondholder's holdings (which could include a screenshot of the Covered Bondholder's holdings) to the Trustee and Servicer for appointment by the Servicer. The Trustee shall notify the Covered Bondholders of each nomination it receives within five Athens Business Days of receipt. Following receipt of that notice and provided that no Portfolio Manager has already been appointed in respect of another Series of Covered Bonds, Covered Bondholders holding more than 50 per cent. of the aggregate Principal Amount Outstanding of a Series of Covered Bonds may jointly within three Athens Business Days of receipt of a notice of a Portfolio Manager nomination from the Trustee object to that nomination provided that the objection is made in writing to the Trustee and Servicer and includes a nomination of an alternative Portfolio Manager to the Trustee and Servicer for appointment by the Servicer. The Trustee shall notify the Covered Bondholders of each alternative nomination it receives within five Athens Business Days of receipt. Provided that no Portfolio Manager has already been appointed in respect of another Series of Covered Bonds (and provided that appointment is continuing) the Servicer shall appoint the Portfolio Manager nominated in the most recent Portfolio Manager nomination received from Covered Bondholders holding not less than one-tenth of the aggregate Principal Amount Outstanding of all Series of Covered Bonds and to which no objection has been received in accordance with this Condition 7.11 or, should any such objection be received, the Portfolio Manager nominated from more than 50 per cent. of the aggregate Principal Amount Outstanding of a Series of Covered Bonds. For the purposes of this Condition 7.11, if Covered Bonds of any Series are held by or on behalf of the

Issuer or any of its Subsidiaries as beneficial owner, then those Covered Bonds shall be deemed not to remain outstanding for the purposes of voting under this Condition 7.11, except if the Issuer or any of its Subsidiaries hold all outstanding Covered Bonds under the Programme. For the avoidance of doubt, the Trustee shall not be obliged to appoint a Portfolio Manager should the Servicer fail to do so (and shall have no liability for such failure) and shall not be responsible for determining the identity of the Portfolio Manager to be appointed by the Servicer following a nomination or determining or approving the terms of appointment of a Portfolio Manager.

8. Taxation

(a) All payments of principal and interest in respect of the Covered Bonds and the Coupons (if any) by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by the Hellenic Republic or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. Neither the Issuer, nor any other entity shall be obliged to pay any additional amount to any Covered Bondholder on account of such withholding or deduction.

(b) If the Issuer becomes subject at any time to any taxing jurisdiction other than the Hellenic Republic, references in the Conditions to the Hellenic Republic shall be construed as references to the Hellenic Republic and/or such other jurisdiction.

9. Issuer Events

Prior to, or concurrent with the occurrence of an Event of Default, if any of the following events (each, an **Issuer Event**) occurs:

(a) an Issuer Insolvency Event;

(b) the Issuer fails to pay any principal on the Final Maturity Date or interest in respect of any Series of Covered Bonds within a period of seven Athens Business Days from the due date thereof;

(c) default is made by the Issuer in the performance or observance of any obligation, condition or provision binding on it (other than any obligation for the payment of amounts due under the Covered Bonds or Coupons of any Series) under the Trust Deed, the Deed of Charge or any other Transaction Document to which the Issuer is a party which, in the opinion of the Trustee, would have a materially prejudicial effect on the interests of the Covered Bondholders of any Series and (except where such default is or the effects of such default are, in the opinion of the Trustee, not capable of remedy when no such continuation and notice as is hereinafter mentioned will be required), such default continues for 30 days (or such longer period as the Trustee may permit) after written notice has been given by the Trustee to the Issuer requiring the same to be remedied;

(d) any present or future Indebtedness in respect of moneys borrowed or raised in an amount of €15,000,000 or more (other than Indebtedness under this Programme) of the Issuer becomes due and payable prior to the stated maturity thereof as extended by any grace period originally applicable thereto; or if any present or future guarantee of, or indemnity given by the Issuer in respect of such Indebtedness is not honoured when called upon or within any grace period originally applicable thereto;

(e) if there is a breach of a Statutory Test on a Calculation Date and such breach is not remedied within five Athens Business Days; or

(f) if it is or will (in the opinion of the Trustee, having taken legal advice from a reputable firm of lawyers or a reputable legal expert) become unlawful or illegal for the Issuer to comply with any of its obligations under or in respect of the Covered Bonds or any of the Transaction Documents where such unlawfulness or illegality cannot be remedied and, in the case of an unlawfulness or illegality which can be remedied, is not covered within 30 days after written notice has been given by the Trustee to the Issuer requiring the same to be remedied,

then (for as long as such Issuer Event is continuing) (i) no further Covered Bonds will be issued, (ii) the Servicer will procure that any and all payments due under the Cover Pool Assets are effected henceforth directly to the Transaction Account or the Third Party Collection Account (as applicable) in accordance with the Servicing and Cash Management Deed, (iii) all collections of principal and interest on the Cover Pool Assets will be dedicated exclusively to the payment of interest and repayment of principal on the Covered Bonds and to the fulfilment of the obligations of the Issuer vis-à-vis the Secured Creditors in accordance with the relevant Priority of Payments, (iv) if Alpha Bank S.A. is the Servicer, its appointment as Servicer will be terminated and a new servicer (the **Replacement Servicer**) will be appointed pursuant to the terms of the Servicing and Cash Management Deed and the Greek Covered Bond Legislation and (v) the Servicer or, as applicable, the Replacement Servicer appointed pursuant to the Servicing and Cash Management Deed and the Greek Covered Bond Legislation will have the option to sell in whole or in part the Loan Assets in accordance with the provisions of the Servicing and Cash Management Deed until one year prior to the Extended Final Maturity Date of the Earliest Maturing Covered Bonds, and thereafter will be obliged to sell in whole or in part the Loan Assets in accordance with the provisions of the Servicing and Cash Management Deed.

Issuer Insolvency Event means, in respect of the Issuer:

(a) an order is made or an effective resolution passed for the liquidation or winding up of the Issuer, except for the purposes of a reconstruction, amalgamation or merger or following the transfer of all or substantially all of the assets of the relevant entity;

(b) the Issuer stops or shall be unable to, or shall admit inability to, pay its debts as they fall due, or shall be adjudicated or found bankrupt or insolvent by a court of competent jurisdiction;

(c) a receiver, trustee or other similar official shall be appointed in relation to the Issuer or in relation to the whole or over half of the assets of the Issuer or an encumbrancer shall take possession of the whole or over half of the assets of the Issuer, or a distress or execution or other process shall be levied or enforced upon or sued out against the whole or (in the opinion of the Trustee) a substantial part of the assets of the Issuer and in any of the foregoing cases it or he shall not be discharged within 60 days;

(d) the imposition on the Issuer of resolution measures in accordance with articles 37ff of Greek law 4335/2015; or

(e) a supervisor (Epitropos) of the Issuer is appointed in accordance with article 137 of Greek law 4261/2014 or Issuer is placed in liquidation in accordance with article 145 of Greek law 4261/2014;

10. Events of Default and Enforcement

10.1 Events of Default

If any of the following events occurs, and is continuing:

(a) on the Final Maturity Date (if the relevant Series of Covered Bonds are not subject to an Extended Final Maturity Date) or, if such series of Covered Bonds are subject to an Extended Final Maturity Date, the Extended Final Maturity Date, in respect of any Series of Covered Bonds, there is a failure to pay any amount of principal due on such Covered Bonds on such date and such default is not remedied within a period of seven Athens Business Days from the due date thereof; or

(b) on any Interest Payment Date, a default in the payment of the amount of interest due on any Series of Covered Bonds occurs and such default is not remedied within a period of 14 Athens Business Days from the due date thereof, or

then the Trustee shall, upon receiving notice in writing from the Principal Paying Agent or any Covered Bondholder serve a notice (a **Notice of Default**) on the Issuer.

Following the service of a Notice of Default, the Covered Bonds of each Series shall become immediately due and payable.

10.2 Enforcement

The Trustee may at any time, at its discretion and without further notice, take such proceedings or steps or exercise rights or powers under or in connection with the Deed of Charge, the Trust Deed, the Covered Bonds or any other Transaction Document against the Issuer and/or any other person as it may think fit to enforce the provisions of the Deed of Charge, the Trust Deed, the Covered Bonds or any other Transaction Document in accordance with its or their terms and the pledge created under the Greek Covered Bond Legislation and may, at any time after the Security has become enforceable, take such proceedings or steps or exercise such rights or powers as it may think fit to enforce the Security, but it shall not be bound to take any such proceedings or steps or exercise such rights or powers unless (i) it shall have been so directed by (A) an Extraordinary Resolution of all the Covered Bondholders of all Series (with the Covered Bonds of all Series taken together as a single Series and converted into Euro at the relevant Covered Bond Swap Rate) or (B) a request in writing by the holders of not less than 25 per cent. of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series then outstanding (with the Covered Bonds of all Series taken together as a single Series and converted into Euro at the relevant Covered Bond Swap Rate), and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

In exercising any of its powers, trusts, authorities and discretions under this Condition 10.2 the Trustee shall only have regard to the interests of the Covered Bondholders of all Series taken together and shall not have regard to the interests of any individual Covered Bondholders (whatever their number) or any other Secured Creditors.

No Covered Bondholder or Couponholder shall be entitled to proceed directly against the Issuer or to take any action with respect to the Trust Deed, any other Transaction Document, the Covered Bonds, the Coupons, or the Security unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and such failure shall be continuing.

11. Prescription

Claims against the Issuer for payment of principal and interest in respect of the Covered Bonds (whether in bearer or registered form) will be prescribed and become void unless made, in the case of principal, within ten years or, in the case of interest, five years after the Relevant Date.

The Issuer shall be discharged from its obligation to pay principal on a Registered Covered Bond to the extent that the relevant Registered Covered Bond certificate has not been surrendered to the Registrar by, or a cheque which has been duly despatched in the Specified Currency remains uncashed at, the end of the period of ten years from the Relevant Date for such payment.

The Issuer shall be discharged from its obligation to pay interest on a Registered Covered Bond to the extent that a cheque which has been duly dispatched in the Specified Currency remains uncashed at the end of the period of five years from the Relevant Date in respect of such payment.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for paying in respect of which would be void pursuant to this Condition 11 or Condition 6 (*Payments*).

As used herein, the **Relevant Date** means the date on which payment in respect of the Covered Bond or Coupon first becomes due and payable but, if the full amount of the moneys payable on such date has not been received by the Principal Paying Agent on or prior to such date, the Relevant Date shall be the date on which such moneys shall have been so received and notice to that effect has been given to Covered Bondholders in accordance with Condition 17 (*Notices*).

12. Replacement of Covered Bonds, Coupons and Talons

If any Covered Bond, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent (in the case of Bearer Covered Bonds or Coupons) or the Registrar (in the case of Registered Covered Bonds), or any other place approved by the Trustee, of which notice shall be given to the Covered Bondholders in accordance with Condition 17 (*Notices*) (and, if the Covered Bonds are then listed on any stock exchange which requires the appointment of an Agent in any particular place, the Paying Agent having its specified office in the place required by such stock exchange), subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Covered Bonds, Talons or Coupons must be surrendered before replacements will be issued.

13. Exchange of Talons

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Bearer Covered Bond to which it appertains) a further Talon, subject to the provisions of Condition 11 (*Prescription*). Each Talon shall, for the purposes of these Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relevant Coupon sheet matures.

14. Trustee and Agents

(a) In acting under the Agency Agreement and in connection with the Covered Bonds and the Coupons, the Agents act solely as agents of the Issuer and, in certain circumstances specified therein, of the Trustee and do not assume any obligations towards or relationship of agency or trust for or with any of the Covered Bondholders or Couponholders.

(b) The initial Agents and their initial specified offices are set forth in the Base Prospectus and in the Master Definitions and Construction Schedule. If any additional Agents are appointed in connection with any Series, the names of such Agents will be specified in Part B of the applicable Final Terms. The initial Calculation Agent (if any) is specified in the relevant Final

Terms. The Issuer reserves the right at any time, with the prior written approval of the Trustee, to vary or terminate the appointment of any Agent and to appoint a successor Principal Paying Agent or Calculation Agent and additional or successor Agents *provided, however, that*:

(i) there will at all times be a Principal Paying Agent and a Registrar;

(ii) it will maintain a Paying Agent (which may be the Principal Paying Agent) having a specified office in a city in Europe;

(iii) so long as the Covered Bonds are listed on any Stock Exchange or admitted to listing by any other relevant authority there will at all times be a Paying Agent (in the case of Bearer Covered Bonds) and a Transfer Agent (in the case of Registered Covered Bonds) with a specified office in such place as may be required by the rules and regulations of such stock exchange or other relevant authority;

(iv) if a Calculation Agent is specified in the relevant Final Terms, the Issuer (or following the occurrence of an Issuer Event, the Servicer) shall at all times maintain a Calculation Agent; and

(v) if and for so long as the Covered Bonds are listed on any stock exchange which requires the appointment of an Agent in any particular place, the Issuer (or following the occurrence of an Issuer Event, the Servicer) shall maintain an Agent having its specified office in the place required by such stock exchange;

Notice of any variation, termination, appointment or change in any of the Agents or in their specified offices shall promptly be given to the Covered Bondholders by the Issuer in accordance with Condition 17 (*Notices*).

Under the Trust Deed and the Deed of Charge, the Trustee is entitled to be indemnified and/or secured and/or prefunded to its satisfaction and relieved from responsibility in certain circumstances and to be paid its remuneration, costs and expenses and all other liabilities in priority to the claims of the Covered Bondholders and the other Secured Creditors.

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, inter alia, (a) to enter into business transactions with the Issuer and/or any of its Subsidiaries and affiliates and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any of its Subsidiaries and affiliates, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the holders of the Covered Bonds, Couponholders or the other Secured Creditors and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

The Trustee will not be responsible for any loss, expense or liability, which may be suffered as a result of any Cover Pool Asset, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by organisations or their operators or by intermediaries such as banks, brokers or other similar persons on behalf of the Trustee. The will not be responsible for (a) supervising the performance by the Issuer, the Servicer or any other party to the Transaction Documents of their respective obligations under the Transaction Documents and the Trustee will be entitled to assume, until they each have written notice to the contrary, that all such persons are properly performing their duties; (b) considering the basis on which approvals or consents are granted by the Issuer or any other party to the Transaction Documents under the Transaction Documents; (c) monitoring the Cover Pool, including, without limitation, whether the Cover Pool is in compliance with the Statutory Tests or the Amortisation Test; or (d) monitoring whether Loan Assets satisfy the Eligibility Criteria. The Trustee will not be liable to any holder of the Covered Bonds or other Secured Creditor for any failure to make

or to cause to be made on their behalf the searches, investigations and enquiries which would normally be made by a prudent chargee in relation to the Security and have no responsibility in relation to the legality, validity, sufficiency and enforceability of the Security, the Covered Bonds and the Transaction Documents.

15. Meetings of Covered Bondholders, Modification and Waiver

(a) *Meetings of Covered Bondholders*: The Trust Deed contains provisions for convening meetings of Covered Bondholders of each Series to consider matters relating to the Covered Bonds, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution of Covered Bondholders of the relevant Series. Such a meeting may be convened by the Issuer or the Trustee and shall be convened by the Issuer upon the request in writing signed by Covered Bondholders holding not less than one-tenth of the aggregate principal amount of the outstanding Covered Bonds of the relevant Series. The quorum at any meeting convened to vote on an Extraordinary Resolution will be one or more persons holding or representing not less than a clear majority of the aggregate principal amount of the outstanding Covered Bonds of the relevant Series or, at any adjourned meeting, one or more persons being or representing Covered Bondholders of such Series whatever the principal amount of the Covered Bonds of such Series held or represented; *provided, however, that* Series Reserved Matters (as defined below), may only be sanctioned by an Extraordinary Resolution passed at a meeting of Covered Bondholders of the relevant Series at which one or more persons holding or representing not less than two-thirds or, at any adjourned meeting, not less than one-third of the aggregate principal amount of the outstanding Covered Bonds of the relevant Series form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Covered Bondholders and Couponholders of the relevant Series, whether present or not.

Notwithstanding the provisions of the immediately preceding paragraph, any Extraordinary Resolution to direct the Trustee to take any enforcement action pursuant to Condition 10.2 (*Enforcement*) (each a **Programme Resolution**) shall only be capable of being passed at a single meeting of the holders of the Covered Bonds of all Series then outstanding. Any such meeting to consider a Programme Resolution may be convened by the Issuer or the Trustee or by Covered Bondholders holding at least 25 per cent. of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series then outstanding. The quorum at any such meeting for passing a Programme Resolution is one or more persons holding or representing a clear majority of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing Covered Bonds whatever the nominal amount of the Covered Bonds of all Series then outstanding. A Programme Resolution passed at any meeting of the Covered Bondholders of all Series shall be binding on all Covered Bondholders of all Series, whether or not they are present at the meeting, and on all Couponholders in respect of such Covered Bonds.

In connection with any meeting of the holders of Covered Bonds of more than one Series where such Covered Bonds are not denominated in Euro, the nominal amount of the Covered Bonds of any Series not denominated in Euro shall be deemed, for the purposes of such meeting, to be an amount in Euro equal to the Principal Amount Outstanding of such Covered Bonds converted to Euro using the relevant Covered Bond Swap Rate.

(b) *Rating Agency Confirmation and Notification*: Any such modification referred to in paragraph (a) above may only be effected provided that each of the Rating Agencies has been notified.

(c) *Modification*: The Trustee may, without the consent or sanction of any of the Covered Bondholders or Couponholders of any Series or any of the other Secured Creditors (other than any Secured Creditor that is a party to the relevant document(s) and the Swap Providers in

respect of a modification to the Pre Event of Default Priority of Payments, the Post Event of Default Priority of Payments, these Conditions, the Eligibility Criteria or the Servicing and Cash Management Deed (such consent or sanction not to be unreasonably withheld or delayed)) at any time and from time to time concur with the Issuer and any other party, to:

(i) any modification (other than in respect of a Series Reserved Matter) of the terms and conditions applying to the Covered Bonds of one or more Series (including these Conditions), the related Coupons or any Transaction Document provided that in the sole opinion of the Trustee such modification is not materially prejudicial to the interests of any of the Covered Bondholders of any Series, or

(ii) any modification of the terms and conditions applying to Covered Bonds of any one or more Series (including these Conditions), the related Coupons or any Transaction Document which is in the sole opinion of the Trustee of a formal, minor or technical nature or is to correct a manifest error,

any such modification may be made on such terms and subject to such conditions (if any) as the Trustee may determine, shall be binding upon the Covered Bondholders, the related Couponholders and, unless the Trustee otherwise agrees, shall be notified by the Issuer to (i) the Covered Bondholders in accordance with Condition 17 (*Notices*) and (ii) to the Rating Agencies as soon as practicable thereafter as soon as practicable thereafter.

Series Reserved Matter means in relation to Covered Bonds of a Series:

(i) reduction or cancellation of the amount payable or, where applicable, modification of the method of calculating the amount payable or modification of the date of payment or, where applicable, modification of the method of calculating the date of payment in respect of any principal or interest in respect of the Covered Bonds other than in accordance with the terms thereof (other than in the case of a Base Rate Modification);

(ii) alteration of the currency in which payments under the Covered Bonds and Coupons are to be made other than in accordance with Condition 6.8 (*Redenomination*);

(iii) alteration of the quorum or majority required to pass an Extraordinary Resolution;

(iv) the sanctioning of any such scheme or proposal for the exchange or sale of the Covered Bonds for or the conversion of the Covered Bonds into, or the cancellation of the Covered Bonds in consideration of, shares, stock, covered bonds, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, bonds, covered bonds, debentures, debenture stock and/or other obligations; and

(v) alteration of this proviso or the proviso to paragraph 6 of Schedule 3 (Provisions for meetings of Covered Bondholders) of the Trust Deed; and

(vi) alteration of this definition of Series Reserved Matter.

(d) *Breach/ waiver*: The Trustee may without the consent of any of the Covered Bondholders of any Series and/or Couponholders and any Secured Creditors and without prejudice to its rights in respect of any subsequent breach, Issuer Event, Potential Event of Default, or Event of Default from time to time and at any time but only if in so far as in its opinion the interests of the Covered Bondholders of any Series shall not be materially prejudiced thereby, waive or authorise any breach or proposed breach by the Issuer of any of the covenants or provisions contained in the Trust Deed or the other Transaction Documents or determine that any Issuer

Event, Potential Event of Default or Event of Default shall not be treated as such for the purposes of the Trust Deed PROVIDED ALWAYS THAT the Trustee shall not exercise any powers conferred on it by this Condition 15(d) in contravention of any express direction given by Extraordinary Resolution or by a request under Condition 10 (*Events of Default and Enforcement*) but so that no such direction or request shall affect any waiver, authorisation or determination previously given or made. Any such waiver, authorisation or determination may be given or made on such terms and subject to such conditions (if any) as the Trustee may determine, shall be binding on the Covered Bondholders and/or the Couponholders and shall be notified by the Issuer (i) (if, but only if, the Trustee shall so require) to the Covered Bondholders in accordance with Condition 17 (*Notices*) and (ii) to the Rating Agencies as soon as practicable thereafter.

(e) Notwithstanding the provisions of this Condition 15, the Trustee shall be obliged, without any consent or sanction of the Covered Bondholders of any Series, the related Couponholders and without the consent of the Secured Creditors, to concur with the Issuer in making any modification (other than in respect of a Series Reserved Matter), for the avoidance of doubt, irrespective of whether such modification is materially prejudicial to the interests of the Covered Bondholders of any Series, to:

(i) the terms and conditions applying to the Covered Bonds of one or more Series (including the Conditions), the related Coupons or any Transaction Document for the purpose of complying with, or implementing or reflecting, any change in the criteria of one or more of the Rating Agencies which may be applicable from time to time, provided that in relation to any amendment under this Condition 15(e)(i), the Issuer certifies in writing to the Trustee that such modification is necessary to comply with such criteria or, as the case may be, is solely to implement and reflect such criteria and the Issuer either:

(A) has obtained from each of the Rating Agencies written confirmation (or certifies in writing to the Trustee that it has been unable to obtain written confirmation, but has received oral confirmation from an appropriately authorised person at each of the Rating Agencies) that such modification would not result in a downgrade, withdrawal or suspension of the then current ratings assigned to the Covered Bonds by such Rating Agency and would not result in any Rating Agency placing any Series of Covered Bonds on rating watch negative (or equivalent) and, if relevant, delivers a copy of each such confirmation to the Trustee; or

(B) certifies in writing to the Trustee that the Rating Agencies have been informed of the proposed modification and none of the Rating Agencies has indicated that such modification would result in a downgrade, withdrawal or suspension of the then current ratings assigned to the Covered Bonds by such Rating Agency or such Rating Agency placing any Covered Bonds on rating watch negative (or equivalent); or

(ii) the terms and conditions applying to the Covered Bonds of one or more Series (including the Conditions), the related Coupons or any Transaction Document for the purpose of complying with, or implementing or reflecting, any change that is requested by the Issuer in order to enable the Issuer to comply with any requirements which apply to it (i) Regulation (EU) 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories as amended and as it forms part of UK domestic law by virtue of the EUWA (**UK EMIR**) and/or (ii) Regulation (EU) 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central

counterparties and trade repositories as amended (**EU EMIR**), as applicable, subject to receipt by the Trustee of a certificate of the Issuer (upon which the Trustee may rely without further enquiry or liability to any person) certifying to the Trustee that the requested amendments are to be made solely for the purpose of enabling the Issuer to satisfy any requirements which apply to it under EU EMIR or UK EMIR;

(iii) the terms and conditions applying to the Covered Bonds of one or more Series (including the Conditions), the related Coupons or any Transaction Document for the purpose of changing the Screen Rate or the base rate that then applies in respect of any Covered Bonds to an alternative base rate (any such rate, which may include an alternative Screen Rate, an **Alternative Base Rate**) and making such other amendments as are necessary or advisable in the commercially reasonable judgment of the Issuer (or the Independent Adviser on its behalf) to facilitate such change (a **Base Rate Modification**), provided that the Issuer (or an Independent Adviser on its behalf), certifies to the Trustee:

(A) that such Base Rate Modification is being undertaken due to:

I. a material disruption to EURIBOR or SONIA, an adverse change in the methodology of calculating SONIA or EURIBOR or either of SONIA or EURIBOR ceasing to exist or be published;

II. the insolvency or cessation of business of the SONIA administrator or EURIBOR administrator (in circumstances where no successor administrator has been appointed);

III. a public statement by the relevant administrator that it will cease publishing EURIBOR or SONIA as the case may be permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of EURIBOR or SONIA as the case may be);

IV. a public statement by the supervisor of the relevant administrator that EURIBOR or SONIA has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner;

V. a public announcement of the permanent or indefinite discontinuation of the relevant Screen Rate or base rate that applies to the Covered Bonds;

VI. public statement by the supervisor of the relevant administrator that means EURIBOR or SONIA may no longer be used or that its use is subject to restrictions or adverse consequences;

VII. a public announcement of the permanent or indefinite discontinuation of the relevant Screen Rate or base rate that applies to the Covered Bonds at such time; or

VIII. the reasonable expectation of the Issuer (or an Independent Adviser on its behalf) that any of the events specified in sub-paragraphs I, II, III, IV, V, VI or VII above will occur or exist within six months of the proposed effective date of such Base Rate Modification; and

(B) such Alternative Base Rate is:

I. a base rate published, endorsed, approved or recognised by the Federal Reserve or the Bank of England, any regulator in the United States, the United Kingdom or the European Union or any stock exchange on which the Covered Bonds are listed (or any relevant committee or other body established, sponsored or approved by any of the foregoing);

II. the Broad Treasuries Repo Financing Rate (or any rate which is derived from, based upon or otherwise similar to either of the foregoing);

III. a base rate utilised in a material number of publicly-listed new issues of Sterling-denominated or Euro-denominated (as applicable) asset backed floating rate notes prior to the effective date of such Base Rate Modification; or

IV. such other base rate as the Issuer (or the Independent Adviser on its behalf) reasonably determines.

(iv)

(A) subject to compliance with Clause 6.2(a)(i) of the Servicing and Cash Management Deed, the definitions of Cover Pool, Cover Pool Asset, Eligibility Criteria, Statutory Test and Amortisation Test as a consequence of the inclusion in the Cover Pool of Additional Cover Pool Assets that are New Asset Types and/or changes to the hedging policies or servicing and collection procedures of Alpha and/or as a result of any updates, amendments or supplements to the Covered Bond Legislation provided that Moody's has provided confirmation in writing that the ratings on the Covered Bonds would not be adversely affected by, or withdrawn as a result of such amendment; and

(B) notwithstanding the provisions of the Deed of Charge and the Trust Deed (including, for the avoidance of doubt, clause 19 (Modification) of the Trust Deed) and subject to receipt of a certificate from the Issuer confirming that the then current ratings of the Covered Bonds will not be downgraded or withdrawn by reason of such change, the percentage figure in Clause 7.1(f) of the Servicing and Cash Management Deed,

provided that in relation to any amendment under this Condition 15(e)(iv), the Issuer certifies in writing to the Trustee that such modification (1) is required as a consequence of the inclusion in the Cover Pool of Additional Cover Pool Assets that are New Asset Types and/or changes to the hedging policies or servicing and collection procedures of Alpha and/or as a result of any updates, amendments or supplements to the Covered Bond Legislation and (2) shall be in compliance with the provisions of Clause 6.2(a)(i) of the Servicing and Cash Management Deed,

provided further that the Trustee shall not be obliged to concur with the Issuer in making any modification that may impact on the Trustee's rights, duties and obligations under the Trust Deed, the Conditions or any other Transaction Document.

(f)

(i) The Issuer shall use reasonable endeavours to appoint and consult with an Independent Adviser with a view to the Issuer determining an Alternative Base Rate

(in accordance with Condition 15(e)(iii)) and such appointment shall be done in a timely manner.

(ii) An Independent Adviser appointed pursuant to this Condition 15(f) shall act in good faith as an expert and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Principal Paying Agent, any other party responsible for determining the Rate of Interest specified in the applicable Final Terms, or the Covered Bondholders or Couponholders for any determination made by it or for any advice given by it to the Issuer in connection with any determination made by the Issuer pursuant to Condition 15(e)(iii).

In this Condition 15, an **Independent Adviser** means an independent financial institution of international repute or an independent adviser of recognised standing with appropriate expertise appointed by the Issuer at its own expense.

16. Further Issues

The Issuer may from time to time, without the consent of the Covered Bondholders or the Couponholders or any other Secured Creditors, create and issue further Covered Bonds having the same terms and conditions as the Covered Bonds in all respects (or in all respects except for the first payment of interest thereon, issue date and/or issue price) so as to form a single series with the Covered Bonds provided that (i) no Issuer Event or Event of Default has occurred which is continuing and that such issuance would not cause an Issuer Event or Event of Default, (ii) such issuance would not result in a breach of any of the Statutory Tests, (iii) each Rating Agency has been notified of such issuance, (iv) such issuance has been approved by the Bank of Greece in accordance with Article 20(4) of the Covered Bond Law and (v) if applicable, in respect of such Series or Tranche, a Hedging Agreement is entered into.

17. Notices

All notices regarding the Bearer Covered Bonds will be valid if published in one leading English language daily newspaper of general circulation in London or any other daily newspaper in London approved by the Trustee and, (for so long as any Bearer Covered Bonds are listed on the official list of the Luxembourg Stock Exchange) if published in a daily newspaper of general circulation in Luxembourg or on the website of the Luxembourg Stock Exchange https://www.luxse.com. It is expected that such publication will be made in the Financial Times in London and (in relation to Bearer Covered Bonds listed on the official list of the Luxembourg Stock Exchange) in the *Luxemburger Wort* or the *Tageblatt* in Luxembourg. The Issuer or, in the case of a notice given by the Trustee, the Trustee shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or any other relevant authority on which the Bearer Covered Bonds are for the time being listed. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers or where published in such newspapers on different dates, the last date of such first publication). If publication as provided above is not practicable, notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

All notices regarding the Registered Covered Bonds will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Covered Bonds are listed, quoted or traded on a stock exchange or are admitted to listing or trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the relevant website or published in a daily newspaper of general circulation in the place or places

required by those rules. Any such notice will be deemed to have been given on the date of such publication. If the giving of notice as provided above is not practicable, notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Bearer Covered Bondholders.

So long as the Covered Bonds are represented in their entirety by any Global Covered Bonds held on behalf of Euroclear and/or Clearstream, Luxembourg, there may be substituted for such publication in such newspaper(s) or such mailing, the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the Covered Bondholders provided that, in addition, for so long as any Covered Bonds are listed on a stock exchange or admitted to listing or trading by any other relevant authority and the rules of the stock exchange, or as the case may be, other relevant authority so require, such notice will be published on the relevant website or published in a daily newspaper of general circulation in the place or places required by that stock exchange or, as the case may be, any other relevant authority. Any such notice shall be deemed to have been given to the Covered Bondholders on the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg, as appropriate.

Notices to be given by any Covered Bondholder shall be in writing and given by lodging the same, together (in the case of any Covered Bond in definitive form) with the relevant Covered Bond or Covered Bonds, with the Principal Paying Agent (in the case of Bearer Covered Bonds) or the Registrar (in the case of Registered Covered Bonds). Whilst the Covered Bonds are represented by Global Covered Bonds, any notice may be given by any Covered Bondholder to the Principal Paying Agent or the Registrar through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Principal Paying Agent, the Registrar, Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

18. Substitution of the Issuer

(a) If so requested by the Issuer, the Trustee may, without the consent of any Covered Bondholder or Couponholder or any other Secured Creditor, agree with the Issuer to the substitution in place of the Issuer of any other body incorporated in any country in the world as the debtor in respect of the Covered Bonds, any Coupons and the Trust Deed and each other Transaction Document (the **New Company**) upon notice by the Issuer and the New Company to be given to the Covered Bondholders and the other Secured Creditors in accordance with Condition 17 (*Notices*), *provided that*:

(i) the Issuer is not in default in respect of any amount payable under the Covered Bonds;

(ii) the Issuer and the New Company have entered into such documents (the **Documents**) as are necessary, in the opinion of the Trustee, to give effect to the substitution and in which the New Company has undertaken in favour of the Trustee and each Covered Bondholder to be bound by the Trust Deed, these Conditions and each other Transaction Document as the principal debtor in respect of the Covered Bonds in place of the Issuer (or of any previous substitute under this Condition 18);

(iii) if the New Company is resident for tax purposes in a territory (the **New Residence**) other than that in which the Issuer prior to such substitution was resident for tax purposes (the **Former Residence**), the Documents contain an undertaking and/or such other provisions as may be necessary to ensure that the Trustee and each Covered Bondholder has the benefit of an undertaking in terms corresponding to the provisions of Condition 8 (*Taxation*), with the substitution of references to the Former Residence with references to the New Residence;

(iv) the New Company and the Issuer have obtained all necessary governmental approvals and consents for such substitution and for the performance by the New Company of its obligations under the Transaction Documents;

(v) legal opinions shall have been delivered to the Trustee (with a copy of such legal opinions also to be provided to the Rating Agencies) from lawyers of recognised standing in the jurisdiction of incorporation of the New Company, in England and in Greece as to matters of law relating to the fulfilment of the requirements of this Condition 18 and that the Covered Bonds and any Coupons and/or Talons are legal, valid and binding obligations of the New Company;

(vi) if Covered Bonds issued or to be issued under the Programme have been assigned a credit rating by Moody's (the **Rating Agency**), Moody's have confirmed, within 30 days of receiving such notice, that the then current rating of the then outstanding Covered Bonds would not be downgraded as a result of such substitution;

(vii) each stock exchange on which the Covered Bonds are listed shall have confirmed that, following the proposed substitution of the New Company, the Covered Bonds will continue to be listed on such stock exchange;

(viii) if applicable, the New Company has appointed a process agent in England to receive service of process on its behalf in relation to any legal proceedings arising out of or in connection with the Covered Bonds, the Trust Deed and/or any other Transaction Document;

(ix) without prejudice to the rights of reliance of the Trustee under the immediately following paragraph (x), the Trustee is satisfied that the relevant transaction is not materially prejudicial to the interests of the Covered Bondholders of any Series; and

(x) if two directors of the New Company (or other officers acceptable to the Trustee) have certified that the New Company is solvent both at the time at which the relevant transaction is proposed to be effected and immediately thereafter (which certificate the Trustee can rely on absolutely), the Trustee shall not be under any duty to have regard to the financial conditions, profits or prospect of the New Company or to compare the same with those of the Issuer.

(b) Upon such substitution the New Company shall succeed to, and be substituted for, and may exercise every right and power, of the Issuer under the Covered Bonds, any Coupons and the Trust Deed with the same effect as if the New Company has been named as the Issuer herein, and the Issuer shall be released from its obligations under the Covered Bonds, any Coupons and/or Talons and under the Trust Deed.

(c) After a substitution pursuant to Condition 18(a) the New Company may, without the consent of any Covered Bondholder or Couponholder, effect a further substitution. All the provisions specified in Conditions 18(a) and 18(b) shall apply *mutatis mutandis*, and references in these Conditions to the Issuer shall, where the context so requires, be deemed to be or include references to any such further New Company.

(d) After a substitution pursuant to Condition 18(a) or 18(c) any New Company may, without the consent of any Covered Bondholder or Couponholder, reverse the substitution, *mutatis mutandis*.

(e) The Transaction Documents shall be delivered to, and kept by, the Principal Paying Agent. Copies of the Transaction Documents will be available free of charge during normal business hours at the specified office of the Principal Paying Agent.

19. Renominalisation and Reconventioning

If the country of the Specified Currency becomes or, announces its intention to become, a participating Member State, the Issuer may, without the consent of the Covered Bondholders and Couponholders, on giving at least 30 days' prior notice to the Covered Bondholders and the Paying Agents, designate a date (the **Redenomination Date**), being an Interest Payment Date under the Covered Bonds falling on or after the date on which such country becomes a Participating Member State to redenominate all, but not some only, of the Covered Bonds of any series.

20. Governing Law and Jurisdiction

The Covered Bonds and any non-contractual obligations arising out of or in connection with the Covered Bonds shall be governed by, and shall be construed in accordance with, English law, save that the security under the Statutory Pledge referred to in Condition 3 (*Status of the Covered Bonds*) above, shall be governed by, and construed in accordance with Greek law.

21. Submission to jurisdiction

(a) Subject to Condition 21(c) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Covered Bonds and the Coupons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Covered Bonds and the Coupons (a **Dispute**) and accordingly each of the Issuer and the Trustee and any Covered Bondholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.

(b) For the purposes of this Condition 21, the Issuer waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

(c) To the extent allowed by law, the Trustee, the Covered Bondholders and the Couponholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions.

22. Appointment of Process Agent

The Issuer irrevocably appoints Alpha Bank London Limited at Capital House, 85 King William Street, London EC4N 7BL (Attn.: Lindsay Mackay (Managing Director)/Graham Ballantyne (General Manager), Email: lindsaym@alpha-bank.co.uk/grahamb@alpha-bank.co.uk, Fax: 00 44 207 332 0010), as its agent for service of process in any proceedings before the English courts in relation to any Dispute, and agrees that, in the event of Alpha Bank London Limited being unable or unwilling for any reason so to act, it will immediately appoint another person approved by the Trustee as its agent for service of process in England in respect of any Dispute. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing herein shall affect the right to serve process in any other manner permitted by law.

23. Third Parties

No person shall have any right to enforce any term or condition of this Covered Bond under the Contracts (Rights of Third Parties) Act 1999.

FORMS OF THE COVERED BONDS

The Covered Bonds of each Series will be in either bearer form, with or without interest coupons and/or talons attached or registered form, without interest coupons and/or talons attached. Bearer Covered Bonds will be issued outside the United States in reliance on Regulation S and Registered Covered Bonds may be issued outside the United States in reliance on Regulation S.

Bearer Covered Bonds

Each Tranche of Bearer Covered Bonds will initially be issued in the form of a temporary global covered bond without interest coupons attached (a **Temporary Global Covered Bond**) which will:

(a) if the Bearer Global Covered Bonds (as defined below) are issued in new global covered bond (**NGCB**) form, as stated in the applicable Final Terms, be delivered on or prior to the issue date of the relevant Tranche to a common safekeeper (the **Common Safekeeper**) for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking, *société anonyme* (**Clearstream, Luxembourg**); and

(b) if the Bearer Global Covered Bonds are not issued in NGCB form, be delivered on or prior to the issue date of the relevant Tranche to a common depositary (the **Common Depositary**) for Euroclear and Clearstream, Luxembourg.

Bearer Covered Bonds will only be delivered outside the United States and its possessions.

Where the Global Covered Bonds issued in respect of any Tranche are in NGCB form, the applicable Final Terms will also indicate whether such Global Covered Bonds are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Global Covered Bonds are to be so held does not necessarily mean that the Covered Bonds of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for NGCBs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg, as indicated in the applicable Final Terms.

Whilst any Bearer Covered Bond is represented by a Temporary Global Covered Bond, payments of principal, interest (if any) and any other amount payable in respect of the Bearer Covered Bonds due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Global Covered Bond if the Temporary Global Covered Bond is not issued in NGCB form) only outside the United States and its possessions and to the extent that certification (in a form to be provided by Euroclear and/or Clearstream, Luxembourg) to the effect that the beneficial owners of interests in such Bearer Covered Bond are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

On and after the date (the **Exchange Date**) which is 40 days after a Temporary Global Covered Bond is issued, interests in such Temporary Global Covered Bond will be exchangeable (free of charge) upon a request as described therein either for (a) interests in a permanent global covered bond without interest coupons attached (a **Permanent Global Covered Bond** and, together with the Temporary Global Covered Bonds, the **Bearer Global Covered Bonds** and each a **Bearer Global Covered Bond**) of the same Series or (b) for Bearer Definitive Covered Bonds of the same Series with, where applicable, interest coupons and talons attached (as indicated in the applicable Final Terms and subject, in the case of Bearer Definitive Covered Bonds, to such notice period as is specified in the applicable Final Terms), in each case against certification of non-U.S. beneficial ownership as described above unless such certification has already been given. Purchasers in the United States and certain United States persons will not be able to receive Bearer Definitive Covered Bonds or interests in the Permanent Global Covered Bond. The holder of a Temporary Global Covered Bond will

not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Covered Bond for an interest in a Permanent Global Covered Bond or for Bearer Definitive Covered Bonds is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Global Covered Bond will be made outside the United States and its possession and through Euroclear and/or Clearstream, Luxembourg against presentation or surrender (as the case may be) of the Permanent Global Covered Bond (if the Permanent Global Covered Bond is not issued in NGCB form) without any requirement for certification.

The applicable Final Terms will specify that a Permanent Global Covered Bond will be exchangeable (free of charge), in whole but not in part, for Bearer Definitive Covered Bonds with, where applicable, interest coupons and talons attached upon either (a) provided the Covered Bonds have a minimum Specified Denomination, or integral multiples thereof, not less than 60 days' written notice from Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Covered Bond) to the Principal Paying Agent as described therein or (b) upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (i) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, whether statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system acceptable to the Trustee is available or (ii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Bearer Global Covered Bond (and any interests therein) exchanged for Bearer Definitive Covered Bonds. The Issuer will promptly give notice to Covered Bondholders of each Series of Bearer Global Covered Bonds in accordance with Condition 17 (*Notices*) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Covered Bond) or the Trustee may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (b) above, the Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

Bearer Global Covered Bonds, Bearer Definitive Covered Bonds and any Coupons or Talons attached thereto will be issued pursuant to the Trust Deed.

The following legend will appear on all Bearer Covered Bonds (other than Temporary Global Covered Bonds) talons and interest coupons relating to such Bearer Covered Bonds where TEFRA D is specified in the applicable Final Terms:

"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The sections referred to provide that United States persons (as defined for U.S. federal tax purposes), with certain exceptions, will not be entitled to deduct any loss on Bearer Covered Bonds, talons or interest coupons and will not be entitled to capital gains treatment in respect of any gain on any sale or other disposition in respect of such Bearer Covered Bonds, talons or interest coupons.

Covered Bonds which are represented by a Bearer Global Covered Bond will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

Registered Covered Bonds

Registered Global Covered Bonds will be (a) if the applicable Final Terms specify the Registered Global Covered Bonds are intended to held in a manner which would allow Eurosystem eligibility (being the new safekeeping structure (**NSS**)), deposited on the relevant Issue Date with the Common Safekeeper; or (b) if the

applicable Final Terms specify the Registered Global Covered Bonds are not intended to be held in a manner which would allow Eurosystem eligibility, deposited on the relevant Issue Date with a nominee or Common Depositary for Euroclear or Clearstream, Luxembourg, as applicable.

Any indication that the Registered Global Covered Bonds are to be held in a manner which would allow Eurosystem eligibility does not necessarily mean that the Registered Global Covered Bonds of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria.

Payments of principal, interest and any other amount in respect of the Registered Global Covered Bonds will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 6.4 (*Payments in respect of Registered Covered Bonds*)) as the registered holder of the Registered Global Covered Bonds. None of the Issuer, the Trustee, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Covered Bonds or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Covered Bonds in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 6.4 (*Payments in respect of Registered Covered Bonds*)) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Covered Bond will be exchangeable (free of charge), in whole but not in part, for Registered Definitive Covered Bonds without Coupons or Talons attached only upon the occurrence of an Exchange Event. For these purposes, Exchange Event means that (a) in the case of a Registered Global Covered Bond registered in the name of the Common Depositary or its nominee, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, whether statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (b) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Registered Global Covered Bond (and any interests therein) exchanged for Registered Definitive Covered Bonds. The Issuer will promptly give notice to Covered Bondholders of each Series of Registered Global Covered Bonds in accordance with Condition 17 (*Notices*) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any registered holder of an interest in such Registered Global Covered Bond) or the Trustee may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (b) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

General

Pursuant to the Agency Agreement (as defined under "*Terms and Conditions of the Covered Bonds*"), the Principal Paying Agent shall arrange that, where a further Tranche of Covered Bonds is issued which is intended to form a single Series with an existing Tranche of Covered Bonds, the Covered Bonds of such further Tranche shall be assigned a common code and ISIN and, where applicable, CINS number which are different from the common code, ISIN and CINS number assigned to Covered Bonds of any other Tranche of the same Series until at least the Exchange Date applicable to the Covered Bonds of such further Tranche.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any successor operator and/or successor clearing system and/or additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer, the Principal Paying Agent and the Trustee.

No Covered Bondholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become so bound to proceed, fails so to do within a reasonable period and the failure shall be continuing.

[**IMPORTANT – PROHIBITION OF SALES TO EEA RETAIL INVESTORS** - The Covered Bonds are not intended, to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or (ii) a customer within the meaning of Directive EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **Prospectus Regulation**). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, the **PRIIPs Regulation**) for offering or selling the Covered Bonds or otherwise making the Covered Bonds available to retail investors in the EEA has been prepared and therefore offering or selling the Covered Bonds or otherwise making the Covered Bonds available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation. [3]

[**IMPORTANT – PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a **retail investor** means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the **EUWA**); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the **FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No. 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No. 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Covered Bonds or otherwise making the Covered Bonds available to retail investors in the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making the Covered Bonds available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

MIFID II PRODUCT GOVERNANCE/PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, **MiFID II**); and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a **distributor**) should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

UK MiFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (**COBS**), and professional clients, as defined in Regulation (EU) No. 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (**UK MiFIR**); and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a distributor) should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance**

[3] Legend to be included on front of the Final Terms if the Covered Bonds potentially constitute "packaged" products and no key information document will be prepared or the issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable".

Rules) is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

APPLICABLE FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Covered Bonds issued under the Programme.

[*Date*]

ALPHA BANK S.A.

Legal Entity Identifier (LEI): 213800DBQIB6VBNU5C64

Issue of [Aggregate Nominal Amount of Tranche] [Title of Covered Bonds]
Under the €8 billion
Direct Issuance Global Covered Bond Programme II

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the Base Prospectus dated 21 February 2023 [and the supplement to the Base Prospectus dated [*date*]] which [together] constitute[s] a base prospectus (the **Base Prospectus**) for the purposes of Regulation (EU) 2017/1129 (the **Prospectus Regulation**). This document constitutes the final terms of the Covered Bonds described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus [as so supplemented] in order to obtain all the relevant information. Copies of the Base Prospectus has been published on the Luxembourg Stock Exchange website (https://www.luxse.com).

(The following alternative language applies if the first Tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.)

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the **Terms and Conditions**) set forth in the Base Prospectuses dated [29 November 2017][5 June 2019] which are being incorporated by reference in the Base Prospectus dated [21] February 2023. This document constitutes the final terms of the Covered Bonds described herein for the purposes of Regulation (EU) 2017/1129 (the **Prospectus Regulation**) and must be read in conjunction with the Base Prospectus dated [29 November 2017][5 June 2019] [and the supplement to it dated [date]], which [together] constitute[s], a base prospectus for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus [as so supplemented] in order to obtain all the relevant information. Copies of the Base Prospectus [as so supplemented] are available for viewing, free of charge, at the registered office of the Issuer and on the website of the Luxembourg Stock Exchange website (https://www.luxse.com).]

[*Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Final Terms*]

1.	(a)	Series Number:	[ ]
	(b)	Tranche Number:	[ ]

	(c)	Series which Covered Bonds will be consolidated and form a single Series with:	The Covered Bonds will be consolidated and form a single Series with [*provide issued amount/ISIN/maturity date/issue date of earlier Tranches*]
	(d)	Date on which the Covered Bonds will be consolidated and form a single Series:	[ ][the Issue Date/exchange of the Temporary Global Covered Bond for interests in the Permanent Global Covered Bond, as referred to in paragraph [●] below, which is expected to occur on or about [*date*]][Not Applicable]
2.	**Specified Currency or Currencies:**		[ ]
3.	**Aggregate Nominal Amount of Covered Bonds:**		[ ]
	(a)	Series:	[ ]
	(b)	Tranche:	[ ]
4.	Issue Price:		[ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
5.	(a)	Specified Denominations:	[ ] (*N.B. Covered Bonds must have a minimum denomination of €100,000 (or equivalent*)) (*Note – where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed:* *"[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Covered Bond in definitive form will be issued with a denomination above [€199,000]."*)
	(b)	Calculation Amount:	[ ] (*If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. N.B. There must be a common factor in the case of two or more Specified Denominations*.)
6.	(a)	Issue Date:	[ ]
	(b)	Interest Commencement Date:	[ ] (*NB An Interest Commencement Date will not be relevant for certain Covered Bonds, for example Zero Coupon Covered Bonds*)

7.	(a)	Final Maturity Date:	[*Fixed rate - specify date / Floating rate - Interest Payment Date falling in or nearest to [specify month and year*]
	(b)	Extended Final Maturity Date	[ ] *[Fixed rate – specify date / Floating rate – Interest Payment Date falling in or nearest to [specify month and year, in each case falling 47 years after the Final Maturity Date]]*
8.		**Interest Basis:**	[[ ] per cent. Fixed Rate] [[Compounded Daily SONIA/EURIBOR] +/- [ ] per cent floating rate] [Zero Coupon] [From and including the date on which the Covered Bonds became Pass Through Covered Bonds [[Compounded Daily SONIA/EURIBOR] +/- [●] per cent.]].
9.		**Redemption/Payment Basis:**	Subject to any purchase and cancellation or early redemption, the Covered Bonds will be redeemed on the Final Maturity Date at [ ] per cent of their nominal amount
10.		**Change of Interest Basis:**	[*Specify the date when any fixed to floating rate change occurs or cross refer to paragraphs 13 and 14 below and identify there*][Not Applicable]
11.		**Put/Call Options:**	[Not Applicable] [Investor Put] [Issuer Call] [(further particulars specified below)]
12.		**[Date [Board] approval for issuance of Covered Bonds obtained:]**	[ ] (*N.B Only relevant where Board (or similar) authorisation is required for the particular tranche of Covered Bonds*)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13.		**Fixed Rate Covered Bond Provisions**	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a)	Rate[(s)] of Interest:	[ ] per cent. per annum payable in arrear on each Interest Payment Date

	(b)	Interest Payment Date(s):	[[ ] in each year up to and including the Final Maturity Date, or the Extended Final Maturity Date, if applicable] (*Amend appropriately in the case of irregular coupons*)
	(c)	Business Day Convention:	[Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[Not applicable]]
	(d)	Additional Business Centre(s):	[ ]
	(e)	Fixed Coupon Amount[(s)]: (*Applicable to Covered Bonds in definitive form*)	[ ] per Calculation Amount
	(f)	Broken Amount(s): (*Applicable to Covered Bonds in definitive form*)	[[ ] per Calculation Amount payable on the Interest Payment Date falling [in/on] [ ]][Not applicable]
	(g)	Day Count Fraction:	[30/360/Actual/Actual [(ICMA/ISDA)]] [adjusted/not adjusted]
	(h)	[Determination Date	[[ ] in each year][Not applicable] (*N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA)*) [*Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon*]
14.	**Floating Rate Covered Bond Provisions**		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a)	Interest Period(s)	From and including the Issue Date to and including the Final Maturity Date, prior to the Covered Bonds becoming Pass Through Covered Bonds. Following the Covered Bonds becoming Pass Through Covered Bonds, [●] of each month up to but excluding the Extended Final Maturity Date.
	(b)	Specified Interest Payment Dates	[●], [●], [●] and [●] in each year up to and including the Final Maturity Date. Following the Covered Bonds becoming Pass-Through Covered Bonds, [●] of each month up to but excluding the Extended Final Maturity Date.

(c)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention] [Not applicable]
(d)	Additional Business Centre(s):	[ ]
(e)	Manner in which the Rate(s) of Interest and Interest Amount is/are to be determined:	[Screen Rate Determination / ISDA Determination]
(f)	Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent):	[ ]
(g)	Screen Rate Determination:	
	– Reference Rate:	[From and including the Issue Date to but excluding the Specified Interest Payment Date prior to the Covered Bonds becoming Pass Through Covered Bonds: [ ] month [Compounded Daily SONIA /EURIBOR]] Following the Specified Interest Payment Date after to the Covered Bonds becoming Pass Through Covered Bonds to but excluding the Extended Final Maturity Date: [ ] month [Compounded Daily SONIA /EURIBOR]]
	– Relevant Financial Centre:	[London/Brussels]
	– Interest Determination Date(s):	[ ] [[●] [TARGET2/[●]] Business Days [in [●]] prior to the [●] day in each Interest Accrual Period/each Interest Payment Date][5 London Business Days prior to the end of each Interest Period] [●] (*N.B. Specify the Interest Determination Date(s) up to and including the Extended Final Maturity Date, if applicable*)
	– Relevant Screen Page:	[ ] *(In the case of EURIBOR, if not Reuters EURIBOR or in the case of SONIA, if not Reuters Screen SONIA, then ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
	– SONIA Lag Period (p):	[5 / [●] London Business Days] [Not Applicable]
	– Observation Method:	[Lag][Lock-Out][Shift]

	–	Index Determination:	[Applicable]/[Not Applicable] [*Where Index Determination is applicable, "Shift" should be specified as the Observation Method*]
(h)	ISDA Determination:		
	–	Floating Rate Option:	[ ]
	–	Designated Maturity:	[ ]
	–	Reset Date:	[ ] (*In the case of a EURIBOR based option, the first day of the Interest Period).* *(N.B. The fall-back provisions applicable to ISDA Determination under the 2006 ISDA Definitions are reliant upon the provision by reference banks of offered quotations for SONIA and/or EURIBOR which, depending on market circumstances, may not be available at the relevant time)*
(i)	Linear Interpolation		[Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period)*]
(j)	Margin(s):		[+/-][ ] per cent. per annum
(k)	Minimum Rate of Interest:		[ ] per cent. per annum
(l)	Maximum Rate of Interest:		[ ] per cent. per annum
(m)	Day Count Fraction:		[Actual/ Actual [(ICMA)/(ISDA)] Actual/365 (Fixed) Actual/365 (Sterling) Actual/360 [30/360][360/360][Bond Basis] [30E/360][Eurobond Basis] 30E/360 (ISDA) [adjusted/not adjusted]
15.	**Zero Coupon Covered Bond Provisions**		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(a)	Accrual Yield:		[ ] per cent. per annum
(b)	Reference Price:		[ ]

	(c)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention/[Not Applicable]]
	(d)	Day Count Fraction in relation to Early Redemption Amounts and Late Payments:	[30/360] [Actual/Actual [(ICMA)/(ISDA)]] [adjusted/not adjusted]

PROVISIONS RELATING TO REDEMPTION

16.	**Notice periods for Condition 7.2 (*Redemption for taxation reasons*):**		Minimum period: [30] days Maximum period: [60] days
17.	**Issuer Call**		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a)	Optional Redemption Date(s):	[ ]
	(b)	Optional Redemption Amount(s):	[ ] per Calculation Amount
	(c)	(If redeemable in part:	
		(i) Minimum Redemption Amount:	[ ] per Calculation Amount
		(ii) Maximum Redemption Amount:	[ ] per Calculation Amount
	(d)	Notice Periods:	Minimum period: [15] days Maximum period: [30] days (*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee*)
18.	**Investor Put**		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a)	Optional Redemption Date(s):	[ ]
	(b)	Optional Redemption Amount(s)	[ ] per Calculation Amount

	(c) Notice periods:	Minimum period: [15] days Maximum period: [30] days (*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee*)
19.	**Investor Repurchase Put:**	[Applicable/Not Applicable]
20.	**Final Redemption Amount:**	[ ] per Calculation Amount
21.	**Early Redemption Amount payable on redemption for taxation reasons or on event of default:**	[ ] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS

22.	**Form of Covered Bonds:**	[Bearer Covered Bonds: Temporary Global Covered Bond exchangeable for a Permanent Global Covered Bond which is exchangeable for Bearer Definitive Covered Bonds [on 60 days' notice given at any time/only upon an Exchange Event]] [Permanent Global Covered Bond which is exchangeable for Bearer Definitive Covered Bonds [on 60 days' notice given at any time/only after an Exchange Event]] (*N.B. The exchange upon notice should not be expressed to be applicable if the Specified Denomination of the Covered Bonds in paragraph 5 includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]."*)] [Registered Covered Bonds: Registered in the name of a nominee of the [[common safekeeper]/[common depositary for Euroclear and Clearstream, Luxembourg]]
23.	**[New Global Covered Bond][New Safekeeping Structure]:**	[Yes/No]

24.	**Additional Financial Centre(s) or other special provisions relating to payment dates:**	[Not Applicable/*give details*]. (*Note that this item relates to the date of payment and not the end dates of Interest Periods for the purposes of calculating the amount of interest to which paragraph* [*13(d) relates*])
25.	**Talons for future Coupons to be attached to Bearer Definitive Covered Bonds:**	[Yes, as the Covered Bonds have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]

THIRD PARTY INFORMATION

[[Relevant third party information] has been extracted from [*specify source*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of Alpha Bank S.A.

By:

Duly Authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(a)	Admission to trading and admission to listing:	[Application has been made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to trading on [*Specify relevant regulated market and, if relevant, listing on an official list*] [on the Regulated Market of the Luxembourg Stock Exchange] with effect from [ ]. *(NB Where documenting a fungible issue need to indicate that original Covered Bonds are already admitted to trading.)*
(b)	Estimate of total expenses related to admission to trading:	[ ]

2. RATINGS

Ratings:	The Covered Bonds to be issued [[have been/are expected to be] rated]/[The following ratings reflect ratings assigned to Covered Bonds of this type issued under the Programme generally]: [*insert details*]] by [*insert legal name of the relevant credit rating agency entity(ies) and associated defined terms*]. [Each of [*defined terms*] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**) *[To include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]* *(The above disclosure should reflect the rating allocated to Covered Bonds of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Covered Bonds has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business. – *Amend as appropriate if there are other interests*]

[*(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)*]

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

(a)	Reasons for the offer:	[ ]
(b)	[Estimated net proceeds:	[ ]
(c)	[Estimated total expenses:	[ ]

5. YIELD (Fixed Rate Covered Bonds only)

Indication of yield: [ ] [Not Applicable]

6. HISTORIC INTEREST RATES (Floating Rate Covered Bonds only)

Details of historic [SONIA/EURIBOR] rates can be obtained from [Reuters].

7. OPERATIONAL INFORMATION

ISIN Code:	[ ]
Common Code:	[ ]
CFI:	[*include code*], as updated, as set out on the website of the Association of National Numbering Agencies (**ANNA**) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
FISN:	[*include code*], as updated, as set out on the website of the Association of National Numbering Agencies (**ANNA**) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available] *(If the CFI and/or FISN is not required, requested or available, it/they should be specified to be "Not Applicable")*
[(*insert here any other relevant codes such as CINS codes*):	[ ]]
Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, *société anonyme* and the relevant identification number(s):	[Not Applicable/give name(s), number(s) and address(es)]

Delivery:	Delivery [against/free of] payment
Names and addresses of initial Paying Agent(s):	[ ]
Names and addresses of additional Paying Agent(s) (if any):	[ ][Not Applicable]
Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the Covered Bonds are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)] [include this text for Registered Covered Bonds] and does not necessarily mean that the Covered Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] / [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Covered Bonds are capable of meeting them the Covered Bonds may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)] [include this text for Registered Covered Bonds]. Note that this does not necessarily mean that the Covered Bonds will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

8. DISTRIBUTION

Method of distribution:	[Syndicated/Non-syndicated]
If syndicated, names of managers:	[Not Applicable/*give names*]
Date of [Subscription] Agreement:	[ ]
Stabilisation Manager(s) (if any):	[Not Applicable/*give name*]
If non-syndicated, name of relevant Dealer:	[Not Applicable/*give name*]

U.S. Selling Restrictions:	[Reg S Compliance Category [1/2/3]; TEFRA D/TEFRA C/TEFRA not applicable]]
Prohibition of Sales to EEA Retail Investors	[Applicable/Not Applicable] *(If the Covered Bonds clearly do not constitute "packaged" products or the Covered Bonds do constitute "packaged" products and a key information document will be prepared in the EEA, "Not Applicable" should be specified. If the offer of the Covered Bonds may constitute "packaged" products, "Applicable" should be specified.*)
Prohibition of Sales to UK Retail Investors:	[Applicable][Not Applicable] *(If the Covered Bonds clearly do not constitute "packaged" products or the Covered Bonds do constitute "packaged" products and a key information document will be prepared in the UK, "Not Applicable" should be specified. If the Covered Bonds may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified)*
Relevant Benchmark[s]:	[[*specify benchmark*] is provided by [*administrator legal name*]]. As at the date hereof, [[*administrator legal name*][appears]/[does not appear]] in the register of administrators and benchmarks established and maintained by [ESMA/the Financial Conduct Authority] pursuant to [Article 36 (Register of administrators and benchmarks) of the][Article 2] of the [EU][UK] Benchmarks Regulation]]/[As far as the Issuer is aware, as at the date hereof, [specify benchmark] does not fall within the scope of the [EU][UK] Benchmarks Regulation]/[Not Applicable]
European Covered Bonds (Premium)	[Yes][No]

INSOLVENCY OF THE ISSUER

The Greek Covered Bond Legislation contains provisions relating to the protection of the Covered Bondholders and other Secured Creditors upon the insolvency or rehabilitation of the Issuer.

In the event of insolvency or rehabilitation of the Issuer, the Greek Covered Bond Legislation provides that the Cover Pool will at all times remain segregated from the insolvency estate of the Issuer until payment of any amounts due to the Covered Bondholders has been made in full. Upon registration of the Registration Statements with the public registry, the issue of the Covered Bonds, the creation of the Statutory Pledge and the security governed by foreign law (including pursuant to the Deed of Charge), the payments to Covered Bondholders and other Secured Creditors and the entry into of any agreement relating to the issue of Covered Bonds will not be affected by the commencement of insolvency or rehabilitation proceedings in respect of the Issuer. All collections from the Cover Pool Assets shall be applied solely towards payment of amounts due to the Covered Bondholders and other Secured Creditors.

Pursuant to the Greek Covered Bond Legislation, both before and after the commencement of insolvency or rehabilitation proceedings in respect of the Issuer, the Cover Pool may be autonomously managed until full payment of the amounts due to the Covered Bondholders and the other Secured Creditors has been made. To ensure continuation of the servicing in the event of insolvency or rehabilitation of the Issuer acting as the Servicer, the Greek Covered Bond Legislation provides that the Transaction Documents may provide for the substitution of the Servicer upon the insolvency or rehabilitation of the Issuer.

In the event of the Issuer's insolvency under Greek law 4261/2014 or rehabilitation, a special administrator shall be appointed by the Trustee, subject to a positive opinion of the Bank of Greece, in order to monitor the process and ensure that the bondholders' interests are not affected. The Trustee can be also appointed as special administrator. The Bank of Greece shall appoint the special administrator, if the Trustee does not do so. Such person shall be obliged to service the Cover Pool in accordance with the terms of the Servicing and Cash Management Deed.

The special liquidator that will be appointed by the Bank of Greece to undertake the management of the Issuer in the event of insolvency of the latter, will be required to treat the Cover Pool as a segregated pool of assets on the basis of the segregation provisions of Article 14 of the Covered Bond Law and in accordance with the Servicing and Cash Management Deed, the terms of which, including, *inter alia*, the termination, substitution and replacement provisions, will at all times apply.

In the event of insolvency of the Issuer, the Covered Bondholders and the other Secured Creditors shall be satisfied in respect of the portion of their claims that is not paid off from the Cover Pool from the remaining assets of the Issuer as unsecured creditors in accordance with Article 6 of the Covered Bond Law (i.e. after satisfaction of preferred creditors in accordance with article 145A (a)-(k) of Greek law 4261/2014 (added through par. 1 of article 120 of Greek law 4335/2015, as amended and currently in force).

Further to the above, the covered bonds are excluded from the liabilities which are subject to the bail-in tool of article 44 of Greek law 4335/2015 (which transposed into Greek law article 44 of Directive 2014/59/EU) to the extent that they are secured. In particular, all secured assets relating to a covered bond cover pool should remain unaffected and segregated. However, the resolution authority may exercise its power of conversion or write down, where appropriate, in relation to any part of a secured liability to the extent that exceeds the value of the security.

USE OF PROCEEDS

The net proceeds from each issue of Covered Bonds will be applied by the Issuer for its general corporate purposes.

OVERVIEW OF THE GREEK COVERED BOND LEGISLATION

The following is a summary of the provisions of the Greek Covered Bond Legislation relevant to the transactions described in this Base Prospectus and of which prospective Covered Bondholders should be aware. The summary does not purport to be, and is not, a complete description of all aspects of the Greek legislative and regulatory framework pertaining to covered bonds and prospective Covered Bondholders should also read the detailed information set out elsewhere in this Base Prospectus.

Introduction - Framework

The transactions described in this Base Prospectus are the subject of specific legislation, the Greek Covered Bond Legislation. As mentioned elsewhere in the Base Prospectus, the Greek Covered Bond Legislation includes Law 4920/2022 (the **Covered Bond Law**), which replaced the previous Greek legal framework on covered bonds (consisting of Article 152 of law 4261/2014, as supplemented by Act nr. 2620/28.8.2009 of the Governor of the Bank of Greece) and transposed the Directive (EU) 2019/2162 of the European Parliament and of the Council of 27 November 2019 on the issue of covered bonds and covered bond public supervision (which amended Directives 2009/65/EC and 2014/59/EU) (the **Covered Bonds Directive**). The Covered Bond Law entered into force on 8 July 2022, while covered bonds issued prior to such date continue in principle to be governed by Article 152 of law 4261/2014.

The Covered Bond Law supersedes general provisions of law contained in the Civil Code, the Code of Civil Procedure and the Insolvency Code. The legislative framework in Greece is supplemented by Law 3156/2003 "*On Bond Loans, Securitization of Claims and of Claims from Real Estate and Other Provisions*" (the **Bond Loan and Securitization Law**) and Law 4548/2018 "*Reform of law on sociétés anonymes*" (the **Greek Company Law**), to the extent that the Covered Bond Law cross-refers to these laws. The Greek Covered Bond Law has been enacted, with a view, inter alia, to complying with the standards of the Covered Bonds Directive and Regulation (EU) 575/2013 (the **Capital Requirements Regulation** or the **CRR**) and strengthening the conditions for granting preferential capital treatment to covered bonds by adding further requirements and entitles credit institutions to issue covered bonds with preferential rights in favour of the holders thereof and certain other creditors over a cover pool comprised by certain assets discussed in further detail below.

It should be noted that the Covered Bond Law in many occasions authorizes the Bank of Greece to issue rules supplementing the provisions of the Covered Bond Law. Based on this authorisation the Executive Committee of the Bank of Greece issued decision nr. 215/03.02.2023 (the **Secondary Greek Covered Bond Legislation**), which together with the Covered Bond Law, shall constitute the Greek Covered Bond Legislation.

The provisions of the Greek Covered Bond Legislation that are relevant to the Programme may be summarised as follows:

Structure of the issuer – bondholder agent

Contrary to the previously applicable framework on covered bonds (Art. 152 law 4261/2014), which permitted the issuance of covered bonds in two ways, either directly by a credit institution, or indirectly by a subsidiary of a credit institution, the Covered Bond Law only allows the direct issuance of covered bonds by credit institutions. The segregation of the cover pool is achieved through a statutory pledge over the cover pool assets.

The bondholder agent may be a credit institution or an affiliated company of a credit institution entitled to provide services in the European Economic Area, in accordance with the provisions of Articles 64-67 of the Greek Company Law (Art. 5). The covered bond programme may also provide that more than one bondholder agents are appointed (separate bondholder agent per series of covered bonds or per issuance under the covered bond programme). Unless otherwise set out in the terms and conditions of the bonds the bondholder agent is liable towards bondholders for wilful misconduct and gross negligence (Art. 14(3)).

Prerequisites for the issuance of covered bonds

According to the Covered Bond Law (Art. 20), covered bonds may be issued by credit institutions that meet the following requirements:

- an adequate programme of operations setting out the issue of covered bonds; adequate and documented policies, processes and methodologies for the approval, amendment, renewal and refinancing of loans included in the cover pool;

- management and staff dedicated to the covered bond programme which have adequate qualifications and knowledge regarding the issue of covered bonds and the administration of the covered bond programme;

- sufficient organization and IT infrastructure for the management and monitoring of the cover pool assets, so as to meet the requirements of the Covered Bond Law and any secondary legislation issued pursuant to the Covered Bond Law;

- a risk mitigation policy and appropriate mechanisms to monitor and manage risks arising from the issuance of covered bonds; and

- a detailed description of the competence of the service units and the committees involved in the issuance of covered bonds.

The prior approval of the Bank of Greece is required for the issuance of a covered bond programme.

Cover Pool – composition of assets and valuation

The type of assets that may form part of the cover pool is regulated by Article 8 of the Covered Bond Law (transposing Article 6 of the Covered Bond Directive), as supplemented by the Secondary Greek Covered Bond Legislation. Specifically, the Covered Bond Law provides for two categories of cover pool assets, i.e. (i) assets that are eligible pursuant to Article 129(1) of the CRR and (ii) other high-quality cover assets that meet the conditions of the Covered Bond Law and in addition belong to categories of assets that are specified as eligible in a decision of the Bank of Greece. The Secondary Covered Bond Legislation has not set conditions for other high-quality cover assets and consequently it is currently only permitted that the cover pool assets are assets that are eligible pursuant to Article 129(1) of the CRR. It is worth noting that Article 8 of the Covered Bond Law has not transposed subparagraph (c) of Article 6(1) of the Covered Bond Directive and consequently cover assets do not include assets in the form of loans to or guaranteed by public undertakings. Further, the Bank of Greece may also limit the eligibility of certain cover assets under 129(1) of the CRR and designate the specific classes of cover assets that will be permitted to form part of the cover assets pool and be included in covered bond programme under the Covered Bond Law. In this respect, the Secondary Greek Covered Bond Legislation provides loans secured by residential and commercial real estate assets are only included in the cover assets if the real estate is located in Greece. Furthermore, real estate assets under construction may not exceed 10 per cent. of the cover assets.

Cover assets considered eligible according to Article 129(1) of the CRR are primarily residential mortgage loans, loans secured by a mortgage on commercial properties, loans secured by a mortgage on ships and exposures to or guaranteed by state entities. The loans may be secured by mortgage prenotations instead of full mortgages (as is the practice for cost reasons in Greece). In addition, exposures to credit institutions may be included in the cover pool up to an aggregate limit of 15 per cent. of the nominal value of the outstanding covered bonds. According to Article 13 of the Covered Bond Law, derivatives may also be included in the cover pool, subject to certain conditions, including the requirements that the derivative contracts are included in the cover pool exclusively for risk hedging purposes, they are sufficiently documented and can be segregated by the issuer in accordance with Article 12 of the Covered Bond Law and that the derivative contracts cannot be terminated upon the insolvency or reorganisation of the issuer.

Loans secured by residential mortgages are required to have a loan-to-value (LTV) ratio of 80 per cent., whereas loans secured by mortgages over commercial properties and ships are required to have an LTV ratio of 60 per cent. Loans with a higher LTV ratio may be included in the cover pool, but they are taken into account for the calculation of the statutory tests and other requirements of Articles 17 and 18 of the Covered Bond Law and Chapter III of the Secondary Greek Covered Bond Legislation described below only up to the amount indicated by the LTV ratio. The evaluation of properties must be performed by an independent valuer at or below the market value and must be repeated on an annual basis . The Secondary Greek Covered Bond Legislation provides that the value of real estate assets and ships securing cover assets must be monitored at least annually.

The Bank of Greece has been authorised by the Covered Bond Law (Art. 8(4)(7)&(8)) to also set out specific rules for the valuation process of the cover pool assets and generally for the implementation of the Covered Bond Law, including in particular rules in relation to the risk diversification (especially in terms of granularity and material concentration) of the cover pool assets. The Secondary Greek Covered Bond Legislation provides that derivative contracts are valued with the method of net present value.

Benefit of a prioritised claim by way of statutory pledge – segregation of cover assets

The cover assets are segregated from the remaining estate of the credit institution through a pledge constituted by operation of law (*statutory pledge*). In case of assets governed by a foreign law (which will typically include *inter alia* claims from derivative contracts), a security interest must be created in accordance with such foreign law. The statutory pledge and the foreign law security interest secure claims of the holders of covered bonds and may also secure (in accordance with the terms of the covered bonds) other claims connected with the issuance of the covered bonds, such as derivative contracts used for hedging purposes. The statutory pledge and any foreign law security interest are held by a bondholder agent for the account of the secured parties.

The claims constituting cover assets are identified by being listed in a document signed by the issuer and the bondholder agent. A summary of such document signed by the issuer and the bondholder agent must be registered in the pledge registry of the seat of the issuer in accordance with Article 3 of Greek law 2844/2000. The form of the Registration Statement has been defined by Ministerial Decree No. 95630/08-09-2008 (published in the Government Gazette No 1858/B/12-09-2008) of the Minister of Justice. Such summary document includes within its content a description of the assets that constitute the cover pool. Claims may be substituted and additional ones may be added to the cover pool through the same procedure.

Article 14 of the Covered Bonds Law creates an absolute priority of holders of covered bonds and other secured parties over the cover pool. Upon registration of the summary of the document listing the claims included in the cover pool, the issuance of the covered bonds, the establishment of the statutory pledge and the foreign law security interest and the entering into of all contracts connected with the issuance of the covered bonds are not affected by the commencement of any insolvency proceedings against the issuer.

It is worth noting that according to the Covered Bond Law the cover assets may not be attached. This has the indirect result that the Greek law claims constituting cover assets are no longer subject to set-off, because, according to Article 451 of the Civil Code, claims which are not subject to attachment are not subject to set-off. This is important because under generally applicable law borrowers the loans to whom become cover assets would have had a right to set-off, which would reduce the value of the cover pool, for all counterclaims (including notably deposits) predating the creation of the pledge of the claims. Also, the issuer cannot dispose without the written consent of the bondholder agent any assets included in the cover pool, unless otherwise set out in the terms and conditions of the covered bonds.

No specific provisions exist in relation to voluntary over-collateralisation. As a result, the segregation applies to all assets of the cover pool, even if their value exceeds the minimum required by law. The remaining creditors of the credit institution will only have access to any remaining assets of the cover pool after the holders of the covered bonds and other creditors secured by the cover pool have been satisfied in full. On the other hand, in the event of bankruptcy of the issuer, covered bondholders and other creditors secured by the

statutory pledge shall be satisfied in respect of the portion of their claims that is not paid off from the cover pool in the same manner as unsecured creditors from the remaining assets of the issuer.

Bankruptcy remoteness of and impact of insolvency proceedings on covered bonds

According to Article 7 the Covered Bond Law, covered bonds do not automatically accelerate upon insolvency or rehabilitation of the issuer.

Pursuant to Article 21 of the Covered Bond Law, in case of insolvency or rehabilitation of the issuer, a special administrator shall be appointed by the bondholder agent, subject to a positive opinion of the Bank of Greece, in order to monitor the process and ensure that the bondholders' interests are not affected. The bondholder agent can be also appointed as special administrator. The Bank of Greece shall appoint the special administrator, if the bondholder agent does not do so.

Article 21 of the Covered Bond Law also provides that the special administrator may sell and transfer the cover assets and use the net proceeds of such sale in order to discharge the obligations under the covered bonds and the other obligations which are secured by the legal pledge, according to the terms of the covered bond programme. The special administrator may also transfer the cover pool assets, together with the obligations under the covered bonds, to another credit institution that issues covered bonds. According to Article 6(1) of the Covered Bond Law, in case of insolvency or rehabilitation of the issuer, holders of covered bonds have dual recourse both to the cover pool as secured creditors and to the remaining assets of the credit institution ranking as unsecured and unsubordinated creditors.

Asset-liability management

Article 17 of the Covered Bond Law provides coverage requirements that must be met for the full duration of the covered bonds, including that all liabilities of the Covered Bonds shall be covered by claims for payment attached to the cover assets. More particularly, the Covered Bond Law provides that the nominal value of the cover assets must exceed, together with all accrued but unpaid interest thereon, by at least 5 per cent. the nominal value of the outstanding covered bonds.

The Covered Bond Law authorizes the Bank of Greece to issue decisions specifying the coverage requirements (and potentially rendering them stricter, only in case of cover pool assets that consist of high-quality cover assets of Article 8(1)(ab). The Secondary Greek Covered Bond Legislation (Chapter III, Section G) introduces two additional coverage requirements:

(a) The net present value of the liabilities deriving from the Covered Bonds and the other liabilities secured through the cover assets must not exceed for the duration of the issuance the net present value of the cover assets including derivatives contracts used to hedge risks of such assets. This requirement must be satisfied even in the hypothesis of a parallel movement of the yield curve by 200 basis points.

(b) The amount corresponding to the payments of interest to the Covered Bondholders must not exceed the amount of interest that is expected to be collected during a period of twelve (12) months from the cover assets.

Liquidity Buffer Reserve

Article 18 of the Covered Bond Law provides that the cover pool shall include at all times a liquidity buffer composed of liquid assets available to cover the net liquidity outflow of the covered bond programme. Such cover pool liquidity buffer shall cover the maximum cumulative net liquidity outflow over the next one hundred eighty (180) days.

Transparency

Currently, the issuer's reporting obligations and the disclosure of the cover pool as conducted via the summary registered with the competent pledge registry for the establishment of a statutory pledge are the basic transparency tools provided under applicable covered bonds legislation. The label 'European Covered Bond' may be used only for covered bonds which meet the requirements of the Covered Bond Law. Furthermore, the label 'European Covered Bond (Premium)' may be used only for covered bonds which also meet the requirements of Article 129 of the CRR.

Asset monitor

The compliance of cover pool assets with the requirements of the Covered Bond Law and of the Secondary Greek Covered Bond Legislation is monitored by an asset monitor that is an auditor independent from the issuer of the covered bonds and from the issuer's auditor (Art. 15). In case the asset monitor finds that the cover pool assets do not comply with the requirements of the Covered Bond Law and of the secondary legislation to be issued by the Bank of Greece, it shall immediately notify that issuer who must take action to remedy the default without delay. The Secondary Greek Covered Bond Legislation (Chapter III, Section I) provides that the asset monitor shall monitor:

(a) the observance of the limits of the cover assets and the coverage requirements for the duration of the issuance of Covered Bonds;

(b) the accuracy and completeness of the coverage requirements of Article 17 of the Covered Bond Law and of Section H of Chapter III of the Secondary Greek Covered Bond Legislation;

(c) the accuracy of the cover assets and the observance of the provisions regarding valuation of such cover assets; and

(d) the observance of maximum percentages, as determined at the issuance of the Covered Bonds, regarding the composition of the cover assets.

The Asset Monitor shall compose an annual report regarding, inter alia, the control procedures undertaken, the findings regarding the calculation of cover assets, an analysis of the cover assets verifying the observance of the coverage ratios, the re-valuation of real estate assets securing loans that are part of the cover assets and other information detailed in the Secondary Greek Covered Bond Legislation. This report is submitted to the Bank of Greece by 31 March of each year.

Reporting duties of the issuer to the supervisor concerning covered bonds and cover pool

Credit institutions that issue covered bonds shall provide reports to the Bank of Greece containing information on the eligibility of assets and cover pool requirements, the segregation of cover assets, the functioning of the asset monitor, the coverage requirements, the cover pool liquidity buffer and the conditions for extendable maturity structures (Art. 22).

Risk-weighting & compliance with European legislation

The risk-weighting of covered bonds (both Greek and foreign) is regulated by Article 129 of the CRR. According to this, as currently in force, bonds falling within the provisions of Article 52(4) of the UCITS Directive, as amended and in force, are eligible for preferential treatment, provided that the cover pool consists of the assets enumerated in paragraph 1 of Article 129 of the CRR and the provisions of paragraph 7 of the same article regarding the information provided to holders of covered bonds are met.

Greek covered bonds issued under the Covered Bond Law comply with both the UCITS Directive, as amended and in force, and the CRR and, therefore, have the reduced risk-weighting mentioned above in Greece.

After 28 June 2023, according to article 129 of the CRR covered bonds as defined in point (1) of Article 3 of the Covered Bond Directive shall be eligible for the preferential treatment, provided they are collateralised by assets deemed eligible pursuant to that article and meet certain requirements set out in that Article. Since, the Covered Bond Law faithfully transposes the Covered Bond Directive, covered bonds issued pursuant to it shall have the preferential treatment of article 129 CRR, provided they also meet the remaining conditions set by that article.

The Secondary Covered Bond Legislation

The Secondary Greek Covered Bond Legislation was issued by the Bank of Greece on the basis of authorisations given by the Covered Bond Law, and adopted detailed and specific implementation rules of the Covered Bond Law, including rules, among others, in connection with the supervisory recognition of covered bonds; the requirements as to the issuer's risk management and internal control systems; the eligibility criteria as to the initial cover pool and the substitution and replacement of cover pool assets; the requirements in respect of the ratio between the value of the cover pool assets and the value of covered bonds, the ratio between the net present value of liabilities under the covered bonds and the net present value of the cover assets, the ratio between interest payments on covered bonds and interest payments on cover pool assets and the revaluation of the value of the real estate property mortgaged; the requirements for the performance of reviews and audits by the asset monitor; specific provisions regarding measures to be taken in the event of insolvency or rehabilitation procedures in respect of the issuer; specific procedures for the submission of documents to obtain approval by the Bank of Greece in respect of the issuance of covered bonds; data reporting and disclosure requirements.

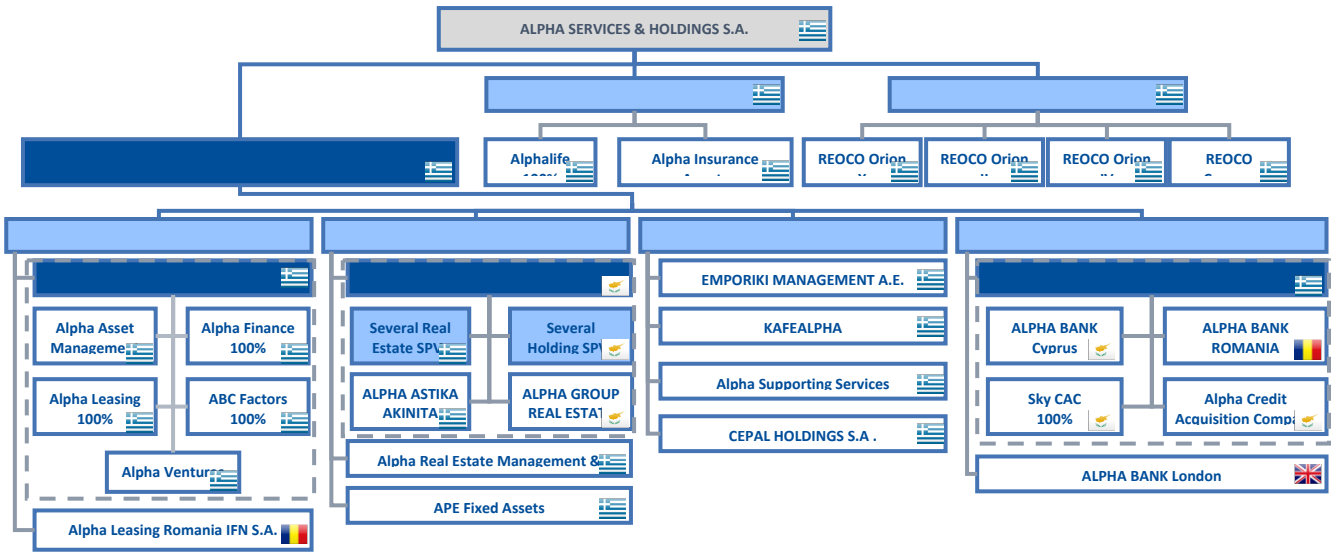
THE ISSUER AND THE GROUP

The Group

The Group is one of the leading banking and financial services groups in Greece, offering a wide range of services including retail banking, corporate banking, asset management and private banking, insurance distribution, investment banking and brokerage, treasury and real estate management. The Group is active in Greece, its principal market, and in markets in South Eastern Europe (Cyprus and Romania). The Group also maintains a presence in the United Kingdom (through its wholly-owned subsidiary Alpha Bank London Limited, although its United Kingdom branch office was moved to Luxembourg in line with the ECB/SSM Guidelines on the United Kingdom's withdrawal from the EU), Bulgaria, Jersey and Luxembourg. Following the Hive Down (as described below), the Issuer is the operating company of the Group and its principal bank. The Group forms part of the wider Holdings Group. The Holdings Group consists of the Group and additionally Alpha Holdings, Alpha Group Jersey, Alphalife, Alpha Insurance Agents, REOCO Orion X, REOCO Galaxy II and REOCO Galaxy IV, all as more particularly described below.

A structure chart explaining the organisational structure of the Holdings Group and the Group is set out below:

Alpha Bank Group's Organizational Structure



Notes/Clarifications:

(1) The stated percentages correspond to Alpha Bank Group's aggregate participation

(2) Dormant subsidiaries and entities under liquidation are not included in the organizational structure

(3) Regarding Alpha Bank SA, its detailed shareholder structure is as follows: Alpha Services & Holdings S.A. 99,99999998% & Alphalife 0100000002%

The Group has a strong market share in each of its four domestic lines of business (retail banking, corporate banking, asset management and insurance, and investment banking and treasury). Its client base comprises retail clients, small and medium-sized enterprises, self-employed professionals, large corporations, high net worth individuals, private and institutional investors and the Greek government.

The Group, through a national and international branch and ATM network, in combination with advanced online and telephone channels, offers banking and financial services to its individual and corporate customers. These features extend the Group's presence in the domestic Greek market, as well as in the international markets in which it operates.

Management considers other competitive strengths of the Group as being its large customer base, its highly motivated and trained personnel, its advanced IT systems and its reorganised and modernised branch network, which has extended its ability in product innovation and in offering a wide range of services and opportunities for cross-selling products of the Group through its traditional and alternative distribution channels.

As of 30 September 2022, the Group's total assets increased by €4.1 billion, or 6 per cent. compared to 31 December 2021 amounting to €76.6 billion (from €72.5 billion as at 31 December 2021). The Group's due to banks amounted to €14.4 billion, an increase of €0.4 billion compared to 31 December 2021. The Group's due to customers amounted to €50.1 billion at 30 September 2022, an increase of €3.1 billion or 7 per cent. compared to 31 December 2021.

The balance of cash and balances to central banks as of 30 September 2022 amounted to €12.2 billion, an increase of €0.4 billion, compared to 31 December 2021.

The Group has committed to specific objectives for the period 2021-2024 through the announcement of the Updated Strategic Plan. The main objectives for 2022, that will allow to remain aligned with the priorities set through the updated Strategic Plan (**Project Tomorrow**) for the period up to 2024, are to:

- support business growth in Greece with net new loan originations of more than €2.0 billion,
- direct excess liquidity towards AuMs and new loans,
- achieve double digit growth in net commission income mainly driven by loan growth (also supported by the RRF), higher AuMs and commercial activity pickup,
- continue with the NPE reduction program executing the remaining inorganic transactions of more than €1.0 billion and organic deleveraging through targeted management actions and
- conclude the remaining planned capital transactions.

The inflationary pressures (in conjunction with the increase in energy costs) that persisted at the end of 2021, have been amplified by the invasion of Russia in Ukraine, thus creating uncertainty in relation to the economic activity of both the domestic and global economy. For this reason the Group assesses on a continuous basis its policy mix to ensure the achievement of the profitability and return on equity targets set by 2024.

On 23 July 2021, the Extraordinary General Meeting of the Issuer resolved the increase of its share capital in the amount of €1,000,000,000 with cash payment and the issuance of 1,000,000,000 new common, registered, voting shares with a nominal value of €0.10 each and offer price at €1.00 per new share. The difference between the nominal value of the new shares and their offer price amounting to €900,000,000 was credited to the special account "Share premium".

On 25 October 2021, the Extraordinary General Meeting of the Issuer resolved the decrease by way of distribution in kind by the amount of €10,825,250 through cancellation of 108,252,500 common, nominal shares with voting rights, of a nominal value of €0.10 each and the distribution in kind to the sole shareholder of 2,042.5 mezzanine and 14,285.15 junior securitisation notes owned by the Issuer and issued on 8 October 2021 by 'COSMOS SECURITISATION DESIGNATED ACTIVITY COMPANY', based in Ireland (1-2 Victoria Buildings Haddington Road Dublin, Dublin 4, D04 XN32, Ireland), with company registration number 700585 of a total value equal to the amount of the reduction of the Issuer's share capital.

On 23 December 2021, the Extraordinary General Meeting of the Issuer approved the increase of the share capital of the Issuer in the amount of €160,000, with cash and the issuance of 160,000,000 new common nominal voting shares, with a nominal value of €0.10 each and a sale price of €1.00 per share. As a result the share capital of the Issuer as of 31 December 2021 amounted to €5.2 billion divided into 51,889,992,461 common, nominal shares with voting rights of a nominal value of €0.10 each.

On 10 November 2022, the Extraordinary General Meeting of the Issuer approved the increase of the share capital of the Issuer in the amount of €90,000,000 with cash and the issuance of 90,000,000 new common nominal voting shares, with a nominal value of €0.10 each and a sale price of €1.00 per share. As a result the share capital of the Issuer the share capital was increased by €9,000,000 and the difference between the nominal value of the new shares and their offer price amounting to €81,000,000 was credited to the special account "Share premium".

On 7 December 2022, the Extraordinary General Meeting of the Issuer approved the decrease of the share capital of the Issuer by the amount of €519,799,924.61, through the decrease of the nominal value per share by €0.01 from €0.10 to €0.09, and the formation of a Special Reserve of an equal amount. As a result of the above the share capital of Issuer as of 31 December 2022 amounted to €4.7 billion divided into 51,979,992,461 common, nominal shares with voting rights of a nominal value of €0.09 each.

Hive Down

On 16 April 2021, the demerger of the credit institution under the name "Alpha Bank S.A." (under G.E.MI. number 223701000 and Tax Identification Number 094014249, which has been renamed "Alpha Services and Holdings S.A.") was approved pursuant to the Decision of the Ministry of Development and Investments under prot. no 45089/16.4.2021 by way of hive-down of the banking business sector with the incorporation of a new company - credit institution under the name "ALPHA BANK S.A." (under G.E.MI. number 159029160000 and Tax Identification Number 996807331), in accordance with the provisions of article 16 of Greek Law 2515/1997, as well as articles 54 par. 3, 57 par. 3, 59-74 and 140 par. 3 of Greek Law 4601/2019 and article 145 of Greek Law 4261/2014, as in force. The approval of the Hive Down was registered with the General Commercial Registry (**G.E.MI.**) on 16 April 2021 under the registration code number 2528634. As a consequence of the Hive Down, the Issuer substituted Alpha Holdings by operation of Greek law, as universal successor, in all the assets and liabilities, rights and obligations and in general legal relationships of the banking business sector of Alpha Holdings. Moreover, the Issuer continues its operation through the existing organisational structure, network of branch offices and premises.

Alpha Holdings, which ceased, on 19 April 2021, to operate as a credit institution but holds a licence from the ECB as a financial holding company, maintains the assets and activities not related to the banking business sector. Its shares remain listed on the Main Market of ATHEX. Alpha Holdings maintains direct and indirect participation in all companies that are included in the consolidated financial statements of Alpha Holdings, while it retains the insurance intermediary activity ("*bancassurance*") and the provision of accounting and tax services to affiliates and third parties. Furthermore, Alpha Holdings may proceed with the issuance of instruments (such as the notes) in order to raise regulatory capital.

Alpha Holdings is the parent of the Issuer and owns all of its shares.

Financial crisis in the Hellenic Republic

Greece experienced an unprecedented financial crisis from 2008 to 2016. During this period, the Hellenic Republic faced significant pressure on its public finances and committed to certain Stabilisation Programmes, agreed initially with the IMF, the EU and the ECB (together, the **Institutions**) and in 2015 with the Institutions and the ESM.

Under the first two Stabilisation Programmes the Hellenic Republic received €141.8 billion in loans from the European Financial Stability Fund (the **EFSF**) between 2012 and 2015. Further, from 2010 to 2012 the Hellenic Republic received €59 billion in bilateral loans under the so-called Greek Loan Facility from EU Member States (Source: *ESM Press Release 20 August 2018*).

The first two Stabilisation Programmes, however, failed to stabilise the Greek economy, notwithstanding the reforms and measures implemented thereunder, although during 2014 the economic indicators had shown signs of improvement.

However, in 2015 uncertainty over the Greek economy and the implementation of the second Stabilisation Programme, resulting from the prolonged negotiations between the new government and the Institutions, reappeared. Late in June 2015, a bank holiday was declared in the Greek banking sector for three weeks and capital movement restrictions were imposed because of further deterioration of the financial situation in Greece and liquidity shortfall in the Greek banking system. These were caused by the expiration of the second Stabilisation Programme, a payment default by the Greek government under its IMF facility and the failure of the Greek government to reach an agreement with the IMF and the rest of the Eurozone members for a third Stabilisation Programme.

In August 2015 and following prolonged negotiations, the Greek government managed to reach an agreement with the EU and the ECB, with input from the IMF, for a Stabilisation Programme of approximately €86 billion granted by the ESM (the **ESM Programme**).

The impact of the implementation of the ESM Programme on the Greek economy contributed to the decrease of uncertainty and the stabilisation of private sector deposit withdrawals, resulting also in the gradual relaxation of the capital movement restrictions. Thus, after eight years of recession, the economic and business environment in Greece began to improve in 2017. Additionally, GDP increased further in 2017, despite the tighter-than-initially-expected fiscal conditions. Finally, on 28 August 2019 the capital movement restrictions were repealed by virtue of art. 86 of Greek Law 4624/2019.

Moreover, on 23 January 2017, the respective boards of directors of the ESM and the EFSF formally adopted rules on short-term debt relief measures for Greece. These measures aimed to reduce interest rate risk for Greece, including by changing some debt rates from floating to fixed, and to make the burden of debt repayment easier. As part of these measures the ESM and the EFSF, in collaboration with the Hellenic Republic, launched an exchange programme for the four systemic Greek banks, under which the €42.7 billion EFSF notes that had been previously applied through the HFSF for the recapitalisation and resolution of Greek credit institutions were exchanged for long term newly issued ESM notes and ultimately cash in 2017. During the period of 2017 and under this agreement, Alpha Holdings (then operating as a credit institution under the company name Alpha Bank S.A.) exchanged floating rate bonds of nominal value €2,522 million issued by EFSF, with equal in nominal value bonds, of fixed coupon, issued by the EFSF, with a maturity of 30 years. Of those, the EFSF repurchased bonds at a nominal value of €2,349 million whilst a remaining bond with a nominal value of €173 million was classified as available for sale which was repurchased by EFSF in January 2018. As at 31 December 2018 the book value of such bonds stood at €0.

In August of 2018, the Hellenic Republic concluded the ESM Programme with a successful exit. This followed the disbursement of €61.9 billion by the ESM over three years in the context of the ESM Programme in support of macroeconomic adjustment and bank recapitalisation in 2015. The remaining €24.1 billion available under the maximum €86 billion programme volume was not needed (Source: *ESM Press release 20 August 2018*).

No fourth Stabilisation Programme was requested by the Hellenic Republic. Nevertheless, as part of the post-Stabilisation Programme period, the Hellenic Republic made specific policy commitments to complete key structural reforms initiated under the ESM Programme, against agreed deadlines and made a general commitment to continue the implementation of all key reforms adopted under the ESM Programme. These include commitments to achieve demanding fiscal targets such as a primary budget surplus of 3.5 per cent. of GDP in 2018-2022 and 2.2 per cent. of GDP, on average, in the longer term.

These commitments were made against the Eurogroup's agreement to implement certain medium- and long-term debt relief measures (which were in addition to the aforesaid short-term measures), namely:

- the abolition of the step-up interest rate margin related to the debt buy-back tranche of the second Stabilisation Programme as of 2018;

- the use of 2014 Securities Market Programme (**SMP**) profits from the ESM segregated account and the restoration of the transfer of the Agreement on Net Financial Assets (ANFA) and SMP income equivalent amounts to the Hellenic Republic; and

- a further deferral of EFSF interest and amortisation by 10 years and an extension of the maximum weighted average maturity by 10 years, respecting the programme authorised amount (*Eurogroup statement on Greece of 22 June 2018*).

The implementation of these measures was approved by the EFSF Board of Directors on 22 November 2018.

Further the Board of the EFSF:

- at its meeting of 9 January 2020 decided to reduce to zero the step-up margin due from the Hellenic Republic for the period between 17 June 2019 and 31 December 2019; and

- at its meeting of 7 July 2020 decided to reduce to zero the step-up margin accrued by the Hellenic Republic for the period between 1 January 2020 and 17 June 2020.

On 11 July 2018 the European Commission activated the enhanced surveillance procedure for monitoring the implementation of the aforesaid commitments by the Hellenic Republic. Fourteen enhanced surveillance reports have since been published by the European Commission on the Hellenic Republic, with the final one being published on 23 May 2022, as Greece exited the enhanced surveillance framework on 20 August 2022. On 5 December 2022, the Eurogroup announced that it had approved the release of the eighth and final tranche of policy-contingent debt measures for Greece valued at €725 million as well as the abolition of the step-up interest rate margin (2 per cent.) from 2023.

With respect to liquidity, by the end of the ESM Programme, the Hellenic Republic had created a sizeable cash buffer, while increasing its liquidity through the issuance of government bonds. The Hellenic Republic entered the COVID-19 pandemic in a relatively favourable fiscal position, with a strong primary surplus, and low medium-term refinancing needs on its public debt. The Hellenic Republic in 2019 reached its agreed primary surplus target of 3.5 per cent. (Source: *European Commission sixth Enhanced Surveillance Report, May 2020*) and issued €2.0 billion 7-year, €3.0 billion 10-year, €2.5 billion 10-year (reopening), €2.5 billion 15-year and €2.5 billion 15-year (reopening) Greek government bonds (**GGB**) (at yields of 2.013 per cent., 1.568 per cent., 1.187 per cent., 1.911 per cent. and 1.152 per cent., respectively) in 2020, a total of €12.0 billion. In 2021, GGB issuance amounted to €14 billion (€3 billion 5-year at 0.172 per cent., €3.5 billion 10-year at 0.807 per cent., €2.5 billion 10-year at 0.888 per cent. (reopening), €2.5 billion 30-year at 1.956 per cent., €1.5 billion 5-year at 0.020 per cent. (reopening) and €1 billion 30-year at 1.675 per cent. (reopening)). From the beginning of 2022 to 30 September 2022, a total of €8.3 billion was raised, through GGB issuances, including €5.5 billion through syndicated transactions (10-year new issue, five-year tap, five-year floating-rate note new issue) and €2.8 billion through auctions (five-year floating-rate note, 10-year, 11-year, 15-year and 20-year taps). The Hellenic Republic's cash buffer is an important asset in view of the impact on revenues and extraordinary spending needed to tackle the COVID-19 pandemic. Including the cash reserves of general government entities already on the treasury single account, the Hellenic Republic's reserves are currently sufficient to cover, if necessary, sovereign gross financing needs for more than three years (Source: *Hellenic Republic Funding Strategy for 2023, PDMA*), even without additional issuance of GGBs. The Hellenic Republic has secured fiscal flexibility similar to that applied to all Eurozone Member States in order to deal with the consequences of the COVID-19 pandemic and was not bound to the 3.5 per cent. primary surplus target for 2020 or 2021. According to the fiscal policy guidance of the European Commision for 2023 (issued in March 2022), and based on the 2022 Winter Economic Forecast, "transitioning from an aggregate supportive fiscal stance in 2020-2022 to a broadly neutral aggregate fiscal stance appears appropriate in 2023, while standing ready to react to the evolving economic situation".

Reflecting many of the developments described above:

- On 24 January 2020, Fitch upgraded the Hellenic Republic's sovereign rating from BB- to BB with a positive outlook, and on 23 April 2020 changed the outlook to stable in order to reflect the impact of the COVID-19 pandemic on economic activity. On 22 January 2021, Fitch affirmed the Hellenic Republic's BB rating with a stable outlook. On 14 January 2022, Fitch revised the outlook to positive.

On 27 January 2022, Fitch upgraded the Hellenic Republic's sovereign rating from BB to BB+ with a stable outlook.

- On 6 November 2020, Moody's upgraded the Hellenic Republic's sovereign rating from B1 to Ba3 with a stable outlook.

- On 24 April 2020, S&P retained the Hellenic Republic's sovereign rating at BB-, while it changed the outlook to stable due to the COVID-19 pandemic. On 23 April 2021, S&P upgraded the Hellenic Republic's sovereign rating to BB with positive outlook. On 22 April 2022, S&P proceeded to upgrade the Hellenic Republic's sovereign rating to BB+ with stable outlook.

The Hellenic Republic's sovereign ratings have been improving steadily, although they are still below investment grade. Nevertheless, recent ratings upgrades, the successful graduation from the third economic adjustment programme, the successful conclusion of fourteen consecutive Enhance Post Programme Surveillance (EPPS) reviews, fiscal developments, the ECB's Pandemic Emergency Purchase Programme (PEPP) and the pro-reform government formed after the 7 July 2019 general elections have all contributed to an improvement in the yield spread of 10-year GGBs relative to the equivalent German government bonds of approximately 190 basis points between the end of August 2018 and 30 September 2022.

The Acquisition of Emporiki

On 1 February 2013 Alpha Holdings completed the acquisition of Emporiki from Crédit Agricole. As of the date of acquisition Emporiki was consolidated in the financial statements of the Group. On 28 June 2013, Emporiki was merged into Alpha Holdings.

As a result of the acquisition of Emporiki, in 2013 Alpha Holdings recognised negative goodwill of €3,283 million resulting from the difference between the fair value of the net assets acquired and the purchase price. The negative goodwill recognised is not subject to income tax. Emporiki offered a large variety of banking products and services to individuals, small and medium-sized enterprises ("**SMEs**") and large companies and enjoyed a strong market presence in Greece and Cyprus through an extensive network of branches in both countries. The transaction represented a major step in the restructuring of the Greek banking sector and strengthened the position of Alpha Holdings within the market, creating one of the largest financial groups in Greece and adding total assets of €19.1 billion to the Group's balance sheet as of 1 February 2013.

In addition, at the completion of the transaction, Crédit Agricole also subscribed for €150 million convertible bonds issued by Alpha Holdings. In February 2017, Crédit Agricole exercised its conversion option under the convertible bonds, which resulted in the allocation of 6,818,181 new ordinary shares in Alpha Holdings to Crédit Agricole. The transaction resulted in a net recapitalisation of the combined entity by an aggregate amount of approximately €2.9 billion and contributed towards Alpha Holdings' own recapitalisation plan.

2013 Capital Increase

On 16 April 2013, the second iterative meeting of the Extraordinary General Meeting of Alpha Holdings' shareholders convened and approved Alpha Holdings' €4,571 million Capital Strengthening Plan (announced on 2 April 2013) and granted the power to the Board of Directors to implement, assessing the financial conditions, the General Meeting's resolutions (the **Capital Strengthening Plan**). On 3 June 2013, Alpha Holdings announced the successful completion of its €457.1 million rights issue (the **Rights Issue**), and the allotment of all of the shares offered in the €92.9 million private placement to institutional and other qualified private investors. As a consequence, Alpha Holdings was the first among the Greek banks to raise more than 10 per cent. of its total recapitalisation amount and thus to meet successfully the required private sector contribution test set by Greek Law 3864/2010. The remaining part of the €4,571 million Capital Strengthening Plan was covered by the HFSF through direct subscription to shares. The Rights Issue was fully underwritten by a syndicate of international investment banks.

For each new share subscribed for in the capital increase by private sector investors, the HFSF issued on 10 June 2013 separately traded warrants which allow their holders to purchase shares subscribed by the HFSF at selected intervals over the four and a half years that follow the share capital increase, at the subscription price of €0.44 per share, increased by an annual margin.

2014 Capital Increase

On 28 March 2014 the Extraordinary General Meeting of the shareholders of Alpha Holdings approved the raising of capital by Alpha Holdings, up to the amount of €1.2 billion through a private placement with qualified investors, with the issuance of 1,846,153,846 new, ordinary, registered shares offered at €0.65 each. The offering, which was fully underwritten by a syndicate of international banks, was priced on 25 March 2014, while the new shares commenced trading on ATHEX on 4 April 2014.

The proceeds from the capital increase were used to strengthen Alpha Holdings' capital base with high-quality common equity capital and allow for the redemption of Greek state preference shares in issuance of €940 million, whereas the remaining amount of the capital raised was directed to cover the €262 million capital needs assessed in the 2014 stress test (as described under "*ECB's Comprehensive Assessment*" below). The Greek state preference shares of €940 million were subsequently redeemed on 17 April 2014.

Acquisition of Citibank's Greek retail operations

On 13 June 2014, Alpha Holdings announced that it had entered into a definitive agreement with Citibank for the acquisition of Citibank's Greek retail banking business, including Diners Club of Greece. Under the agreement, the acquired operations comprised Citibank's wealth management unit with customers' assets under management of approximately €2.0 billion, out of which deposits amounted to approximately €0.9 billion and net loans, mainly credit card balances, amounted to €0.4 billion, as well as a retail branch network of 20 units serving around 480,000 clients. The acquisition was completed on 30 September 2014. As a result of the acquisition, the personnel working in the retail banking network of Citibank joined Alpha Holdings.

In June 2015 Diners Club Greece was merged into Alpha Holdings by way of absorption and, in September 2015, the migration of Citibank's retail banking operations and Diners Club Greece operations into Alpha Holdings' operating systems was completed.

ECB's Comprehensive Assessment

On 26 October 2014 the ECB and the EBA announced the outcome of their Comprehensive Assessment (the **ECB Comprehensive Assessment**). The assumptions and methodological approach of the ECB Comprehensive Assessment were established to assess banks' capital adequacy against an 8 per cent. and a 5.5 per cent. CET1 capital benchmark under the baseline and adverse scenarios respectively. The stress test period covered a three-year time horizon (2014-2016). In the static scenario, the stress test was carried out using a static balance sheet assumption as at 31 December 2013 and did not take into account any business actions implemented after 31 December 2013, which would have impacted the capital position and/or the financial standing of Alpha Holdings.

Alpha Holdings completed the ECB Comprehensive Assessment successfully and was the only Greek systemic bank that registered no capital shortfall for the baseline and adverse scenarios under both the static and the dynamic assumptions, producing excess capital, without taking into account developments with direct capital impact realised post December 2013.

Alpha Holdings exceeded the hurdle rates of 5.5 per cent. and 8 per cent. for the adverse and baseline scenarios for both static and dynamic assumptions with a (safe) margin ranging between €1.3 billion and €3.2 billion. More specifically, Alpha Holdings concluded the adverse scenarios with a CET1 ratio of 8.07 per cent. and a capital surplus of €1.3 billion in the static assumption and a CET1 ratio of 8.45 per cent. with a capital surplus of €1.8 billion under the dynamic assumption.

The quality and level of Alpha Holdings' capital were further strengthened due to the capital issuance of €1,200 million, which took place in the first quarter of 2014, and the repayment of Greek state preference shares of €940 million (as described in "*2014 Capital Increase*" above). This net capital impact, amounting to €260 million, which was not included in the "join-up" result due to the methodology applied, led to a CET1 capital ratio of 8.6 per cent. (representing a surplus of 3.1 per cent.) in the static adverse scenario.

Asset Quality Review (AQR)

During the third quarter of 2015 the negotiations of the Hellenic Republic for the coverage of the financing needs of the Greek economy were completed on the basis of the announcements at the Euro Summit on 12 July 2015, resulting in an agreement for new financial support by the ESM. The agreement with the ESM that was signed on 19 August 2015 provided for the assessment of the four Greek systemic credit institutions (including Alpha Holdings) by the SSM in order to determine the impact from the deterioration of the Greek economy on their financial positions as well as any capital needs (the **2015 Comprehensive Assessment**).

The 2015 Comprehensive Assessment comprised the AQR and a forward-looking stress test, including a baseline and an adverse scenario, in order to assess the specific recapitalisation needs of the individual banks under the third economic adjustment programme for Greece.

On 31 October 2015 the ECB announced that the 2015 Comprehensive Assessment revealed a total capital shortfall of €262.6 million and €2,743 million for Alpha Holdings under the baseline and the adverse scenarios respectively, including an AQR adjustment (€1.7 billion), after comparing the projected solvency ratios against the thresholds defined for the exercise. On 13 November 2015 in connection with its approval of Alpha Holdings' capital raising plans, the ECB recognised internal capital measures of €180 million, thus reducing the remaining adverse scenario capital shortfall that had to be addressed by Alpha Holdings to €2,563 million.

2015 Capital Increase

By virtue of the resolution of the Extraordinary General Meeting of the shareholders of Alpha Holdings that took place on 14 November 2015 the following items (among other things) were resolved: (i) the increase of the nominal value of each share by way of a reverse split from €0.30 to €15.00 along with a decrease of the total number of the existing shares (including the capitalisation of an amount of €42.60 in order to create an integral number of shares) from 12,769,059,858 to 255,381,200 ordinary, dematerialised, registered shares, with voting rights (each an **Ordinary Share**), by a ratio of one new share to 50 old shares and the subsequent decrease of the nominal value of each Ordinary Share from €15.00 to €0.30 and credit of the amount arising from the decrease to the special reserve in accordance with article 4 par. 4a of Greek Law 2190/1920; and (ii) the share capital increase by payment in cash (including the equivalent to cash capitalisation of money claims), along with the abolition of pre-emption rights of the shareholders of Alpha Holdings, by the issuance of new, ordinary, registered, dematerialised shares, with voting rights to be specified by the Board of Directors of Alpha Holdings.

Alpha Holdings' Board of Directors at its meeting on 19 November 2015 specified the above resolution of the General Meeting regarding the share capital increase by the issuance of 1,281,500,000 new ordinary, registered, dematerialised shares of Alpha Holdings, of a nominal value of €0.30 per share at a €2.00 price per share (post reverse split) through: (i) payment in cash of an amount of €1,552,169,172.00 via a private placement through a book-building process, which commenced and was completed outside Greece, pursuant to the exception of article 3 par. 2 indent (α), to qualified investors, in accordance with article 2 par. 1 indent (στ) of Greek Law 3401/2005 and pursuant to article 3 par. 2 indent (γ) of Greek Law 3401/2005; and (ii) capitalisation of monetary claims of an amount of €1,010,830,828.00, in the context of the voluntary exchange of outstanding securities by their holders that participated in a liability management exercise. The proceeds from the capital increase were intended to strengthen Alpha Holdings' capital adequacy ratios.

Alpha Holdings was the first systemic bank in the Greek banking system in 2015 to be recapitalised by private funds, with its private placement having been subscribed by 1.72 times with no further HFSF participation, as the latter held approximately 11 per cent. in the share capital of Alpha Holdings with restricted voting rights.

Disposal of subsidiaries / branches

On 12 December 2014, Alpha Holdings announced the agreement to sell all of the shares held in its insurance subsidiary in Cyprus, Alpha Insurance Limited, in a transaction valued at €14.5 million. The transaction was completed on 16 January 2015.

On 23 January 2015, Alpha Holdings announced the sale of the entire share capital of Cardlink S.A., formerly held by Alpha Holdings and Eurobank Ergasias S.A. at 50 per cent. each, for a total transaction consideration of €15 million. Cardlink S.A. operates in the area of network service provision of point of sale terminals for electronic transactions with payment cards.

On 6 November 2015, Alpha Holdings concluded a definitive agreement regarding the acquisition of Alpha Holdings' branch in Bulgaria by Eurobank's subsidiary in Bulgaria, Postbank, subject to the receipt of regulatory and supervisory approvals. The sale was completed on 29 February 2016.

On 10 May 2016, Alpha Holdings announced the conclusion of the sale of 100 per cent. of Alpha Bank A.D. Skopje to Silk Road Capital, following receipt of all applicable regulatory approvals.

On 16 December 2016, Alpha Holdings concluded the sale and transfer to Home Holdings S.A., a joint venture formed by Tourism Enterprises of Messinia S.A. and D-Marine Investments Holding B.V., of its approximately 97.3 per cent. stake in the share capital of the ATHEX-listed company Ionian Hotel Enterprises S.A. (**IHE**). The total proceeds from the transaction amounted to €143.3 million, including the refinancing of the existing debt of IHE.

On 30 January 2017, it was announced that an agreement had been signed with the Serbian MK Group of companies on the sale of Alpha Holdings' 100 per cent. stake in the share capital of Alpha Bank Srbija A.D. The transaction was completed on 11 April 2017.

On 31 May 2019, the Group, through its subsidiary Alpha Group Investments Limited, following an open tender process, sold 100 per cent. of the shares of AEP Chanion S.A. to Pangaea REIC and Pavalia Enterprises Limited, an entity owned by Dimand S.A. for a total consideration of €8.7 million. AEP Chanion S.A. was the sole owner of a prominent land plot in the city of Chania.

On 11 June 2019, Alpha Holdings completed the sale of all its shares in its subsidiary Alpha Investment Property I A.E. to Mavani Holdings Limited, an entity owned by Brook Lane Special Situations Fund for consideration of €91.9 million. Alpha Investment Property I A.E. held a portfolio of prime office real estate assets and its sale was part of Alpha Holdings' strategy to deleverage non-core assets.

On 7 January 2020, the disposal of the Holdings Group's subsidiary, AGI-Cypre Alaminos Ltd, was completed.

On 30 June 2020, the sale of the Holdings Group's subsidiary, AGI-BRE Participations 3 E.O.O.D, was completed.

On 5 August 2020, the sale of the Holdings Group's subsidiary, ABC RE L1 Ltd., was completed.

On 6 October 2020, the disposal of Alpha Holdings' participation in V Telecom Investment S.C.A and V Telecom Investment General Partner S.A. based in Luxembourg was completed.

On 6 November 2020, the disposal of the total shares of the Holdings Group's subsidiary, AGI-Cypre Property 3 Ltd, was completed.

On 11 November 2020, the sale of Alpha Holdings' participation in Mastercard Incorporated was completed.

On 24 December 2020, the disposal of the total shares of the Group's subsidiary, Alpha Investment Property GI I SMSA, was completed.

On 31 January 2021, the disposal of the total shares of the Group's subsidiary, AGI-Cypre Property 10 Ltd, was completed.

On 2 February 2021, Alpha Holdings signed an agreement with a consortium of domestic and international investors for the sale of Alpha Holdings' 71.08 per cent. stake in APE Investment Property S.A.

On 12 February 2021, the disposal of the total shares of Alpha Holdings' subsidiary, Alpha Investment Property Attikis II SA, was completed.

On 15 February 2021, the disposal of the total shares of the Holdings Group's subsidiary, AGI-CYPRE Property 36 Ltd, was completed.

On 26 February 2021, the disposal of the total shares of the Holdings Group's subsidiary, ABC RE P1 Ltd, was completed.

On 17 March 2021, the disposal of the total shares of the Holdings Group's subsidiary, AGI RRE Cleopatra SRL, was completed. As a result of such disposal, AGI RRE Cleopatra SRL's subsidiary TH Top Hotels is no longer part of the Holdings Group's or the Group’s portfolio of participations.

On 18 June 2021, the disposal of 80 per cent. of the shares of New CEPAL (as defined below) was completed.

On 15 October 2021, the disposal of all of the shares of the Group's subsidiary, AGI-Cypre Property 11 Ltd, was completed.

On 18 July 2022, the Issuer announced that Alpha International Holdings Single Member S.A., a fully owned subsidiary of the Group, had completed the sale of its 100 per cent. stake in the share capital of Alpha Bank Albania SHA to OTP Bank Plc, following the issuance of the relevant regulatory approvals (Project Riviera).

Other material milestones and transactions

On 12 June 2014, Alpha Holdings successfully issued a €500 million senior unsecured bond, with a 3-year maturity and 3.5 per cent. yield to maturity, with the book being oversubscribed by four times.

On 9 July 2014, the European Commission announced its approval of Alpha Holdings' restructuring plan, as submitted to the European Commission by the Greek Ministry of Finance on 12 June 2014.

On 4 December 2014, Alpha Holdings completed a shipping securitisation transaction in excess of USD 500 million, the first such Greek transaction since 2008.

On 12 November 2015, Alpha Holdings concluded a liability management exercise launched on 28 October 2015. The total accepted amount of the validly tendered securities amounted to €1,010,845,000 and contributed to the 2015 share capital increase. The offer was voluntary and offered the exchange of specific series of notes for shares, achieving a high participation rate of 93 per cent.

On 26 November 2015, the European Commission's Director-General for Competition (**DGComp**) approved Alpha Holdings' revised restructuring plan, which was found to be in line with EU state aid rules and aims to enable Alpha Holdings to return to viability.

Further to Alpha Holdings' announcement on 24 December 2014, "Cepal Hellas Financial Services S.A. - Servicing of Receivables From Loans and Credits" (former Aktua Hellas) a Law 4354/2015 company was established on 24 February 2016 which is owned by the joint venture between Alpha Holdings and

Centerbridge Partners Europe, LLP. Such company was the first one, on 29 November 2016, to be granted a licence by the Bank of Greece to manage receivables from loans and credits, pursuant to Law 4354/2015, as in force.

On 14 September 2018, Alpha Holdings completed the disposal of a portfolio of non-performing and uncollateralised retail loans in Greece with a carrying amount of €64.6 million as of 31 December 2017 to a company of the Norwegian group B2Holding.

The EBA conducted further stress tests on the Greek systemic banks in 2018, the results of which were announced on 5 May 2018. Based on feedback received by the SSM, the stress test outcome, along with other factors, have been assessed by its Supervisory Board and points to no capital shortfall.

In May 2018, Alpha Holdings together with Alpha Bank Romania S.A. completed the disposal of a Romanian non-performing wholesale loans portfolio to entities financed by a consortium of international investors including Deutsche Bank AG, funds advised by AnaCap Financial Partners LLP and funds advised by APS Investments S.à.r.l. This transaction completed the actions carried out by Alpha Holdings to sell a significant part of its Romanian NPEs, which included the sale of a non-performing retail loans portfolio to the Norwegian group B2Holding, in the third quarter of 2017.

On 31 July 2018, the four systemic banks in Greece (the credit institution now known as Alpha Bank S.A., National Bank of Greece, Eurobank and Piraeus Bank) entered into an innovative servicing agreement with a credit institution specialised on servicing of NPLs, doBank S.p.A (**doBank**), in line with their strategic framework to reduce their NPEs by protecting the viability of small and medium enterprises and supporting the recovery of the Greek economy. doBank will support the four systemic banks in the exclusive management of common NPEs of more than 300 Greek SMEs with an approximate nominal value of €1.8 billion.

On 28 November 2018, Alpha Holdings entered into a binding agreement with a consortium comprised of funds managed by affiliates of Apollo Global Management, LLC, and IFC (International Finance Corporation), a member of the World Bank Group, for the disposal of a mixed pool (i) of NPLs to Greek SMEs mainly secured by real estate assets (the **NPL portfolio**) and, together with the wholly-owned Group company Alpha Leasing S.A., (ii) of repossessed real estate assets in Greece (the **REO portfolio**), with a total on-balance sheet gross book value of approximately €1.0 billion and €56 million respectively, as of 30 September 2018. The NPL portfolio transaction was completed on 24 December 2020, while the REO portfolio transaction was completed in the first quarter of 2020.

On 21 December 2018, the sale of a non-performing and uncollateralised retail loans portfolio in Greece was completed. The transaction price as incurred, taking into consideration the transaction costs and other liabilities, amounted to €62.6 million, whilst the gain amount of €7.8 million was recognised as "Gains less losses from discontinued recognition of financial instruments at amortised cost".

On 31 December 2018, Alpha Holdings successfully exited the restructuring plan approved by DGComp.

In 2018 Alpha Holdings initiated an action plan for the reorganisation of its key Holdings Group subsidiaries under three pillars, which was completed in December 2020. Pursuant to the reorganisation scheme Alpha Holdings' key subsidiaries were sold to the following three Group holding companies:

- Alpha Holdings Single Member S.A acquired the shares of the financial services companies based in Greece (ABC Factors Single Member S.A., Alpha Leasing S.A., Alpha Asset Management A.E.D.A.K., Alpha Finance Investment Services S.A and Alpha Ventures S.A.).

- Alpha International Holding SA (**International HoldCo**) acquired the shares of the Group's foreign credit institutions (Alpha Bank Romania S.A. and Alpha Bank Cyprus S.A.) and Alpha Credit Acquisition Company Ltd, a licensed credit acquisition company that the Group has established in Cyprus, in December 2020, whilst the acquisition of the shares of Alpha Bank Albania SHA was

completed in January 2021. International HoldCo also acquired convertible securities issued by Alpha Bank Cyprus S.A. and held by Alpha Holdings.

- Alpha Group Investments Ltd acquired the shares of subsidiaries undertaking real estate related business (Emporiki Venture Capital Developed Markets Limited, Emporiki Venture Capital Emerging Markets Limited and Alpha Investment Property Attikis SA).

As at the date of this Base Prospectus, all three holding companies are 100 per cent. (directly or indirectly) subsidiaries of the Issuer, following the Hive Down on 16 April 2021.

On 14 October 2019, the Group subsidiaries Alpha Bank Cyprus and AGI-Cypre Ermis signed a long-term partnership agreement with DoValue S.p.A. in order to manage NPEs and the real estate portfolio in Cyprus, with a gross book value of €3.2 billion.

On 6 February 2020, Alpha Holdings priced a €500 million Tier II bond issue with an initial coupon of 4.25 per cent. This represented Alpha Holdings' inaugural CRD/CRR-compliant Tier II transaction and its first public unsecured debt transaction since 2014, with the lowest initial coupon for a Tier II instrument issued by a Greek bank in the prior 13 years.

On 11 February 2020, Alpha Holdings completed the establishment of a branch in Luxembourg and on 19 June 2020 the transfer of its London Branch operations to the Luxembourg Branch was completed.

On 26 June 2020, part of the performing and non-performing loans portfolio was transferred from Alpha Bank Cyprus Ltd to the Holdings Group's subsidiary Alpha Credit Acquisition Company Limited.

On 17 July 2020, Alpha Holdings completed the disposal of a pool of NPLs to Greek SMEs mainly secured by real estate assets, of a total on-balance sheet gross book value of €1.1 billion.

On 17 July 2020, Alpha Bank Romania S.A. and SSIF Alpha Finance Romania S.A signed an agreement for the absorption of the business activity of SSIF Alpha Finance Romania S.A. by Alpha Bank Romania S.A., which was completed on 5 October 2020. On 18 March 2021, the Financial Supervisory Authority (FSA) of Romania approved the withdrawal of SSIF Alpha Finance Romania S.A.'s licence.

On 22 July 2020, Alpha Holdings acquired the remaining shares in Cepal Holdings S.A., taking its shareholding in Cepal Holdings S.A. to 100 per cent.

On 30 November 2020, the participation of Alpha Holdings in the B' Cycle of the COVID-19 Loan Guarantee Fund for Businesses of the Hellenic Development Bank was announced, aiming to actively support Greek businesses to face the consequences of the health crisis, mainly focusing on SMEs and very small enterprises.

On 1 December 2020, Alpha Holdings transferred its business of servicing NPEs to Cepal Hellas, a wholly-owned licensed servicing company for loan receivables under law 4354/2015.

On 30 December 2020, Alpha Holdings agreed to enter into a new exclusive distribution agreement with Assicurazioni Generali for the sale of non-life and health insurance products through its distribution channels. The agreement will have an initial term of twenty years.

On 30 December 2020, Alpha Holdings participated in the share capital increase of IHE by subscription of preferred shares. As a result, Alpha Holdings acquired a 7 per cent. participation in IHE's share capital.

As of 10 January 2021, Alpha Holdings was fully registered with the new infrastructure 24/7/365 of the interbank pan-European payment system SEPA, having successfully completed the necessary technical tests, in cooperation with the DIAS Interbanking Systems S.A. Such registration is now held by the Issuer as a result of the Hive Down. The Issuer is the first bank in the Greek market to apply to all its banking channels, and

with the utmost security, the innovative service of instant payments for transactions within the Hellenic territory.

The 2021 EBA EU-wide stress test launched on 29 January 2021 and its results were announced on 30 July 2021 (with a later announcement, in December 2021, that the next EU-wide stress test would be held in 2023). As per such results, Alpha Holdings successfully concluded the 2021 EU-wide stress test. In particular, the starting point of the exercise was 31 December 2020, when the Issuer had a CET1 transitional ratio of 17.1 per cent., a CET1 fully loaded ratio of 14.6 per cent. as well as a leverage ratio (transitional) of 12.5 per cent. and a leverage ratio (fully loaded) of 10.7 per cent.

- Under the baseline scenario, the capital generation for the 3-year period was 2.8 per cent. absorbing 2.4 per cent. IFRS 9 phase-in, resulting in a 2023 CET1 transitional ratio of 17.4 per cent. The 2023 CET1 fully loaded ratio reached 17.3 per cent. while the 2023 leverage ratio (fully loaded) came to 13.0 per cent.

- Under the adverse scenario, the 2023 CET1 transitional ratio stood at 8.4 per cent., largely driven by the negative impact of credit risk. The 2023 CET1 fully loaded ratio came to 8.3 per cent., while the 2023 leverage ratio (fully loaded) resulted in 6.1 per cent.

On 19 February 2021, a portfolio of both performing and non-performing loans, along with the real estate portfolio of AGI-Cypre Ermis Ltd and Umera Limited were transferred (accounting wise) to the Group's subsidiary Alpha Credit Acquisition Company Limited.

On 11 March 2021, Alpha Holdings successfully issued Tier II subordinated bonds with a nominal value of €500 million and a 10.25-year maturity. The bonds are listed on the Luxembourg Stock Exchange's Euro MTF market.

On 23 September 2021, the Issuer successfully issued €500,000,000 Fixed Rate Reset Senior Preferred Notes due 2028. The notes are listed on the Luxembourg Stock Exchange's Euro MTF market.

On 22 October 2021, Alpha Holdings announced that it had entered into a binding agreement with certain entities managed and advised by Davidson Kempner Capital Management LP in relation to the sale and transfer of 51 per cent. of the mezzanine and junior securitisation notes of a €3.4 billion gross book value portfolio consisting primarily of NPEs, known as Project Cosmos.

On 11 November 2021, Alpha Holdings and Nexi announced that they entered into a binding agreement for the establishment of a strategic partnership in respect of the Issuer’s merchant acquiring business unit in Greece (the "MA Business") through, inter alia: (i) the carve-out of the MA Business by the Issuer by way of a spin-off to a newly-incorporated entity ("Alpha Payment Services S.M.S.A." or "NewCo"); (ii) the sale to Nexi of a 90 per cent. stake in the NewCo, subject to the satisfaction of certain conditions precedent; and (iii) the execution of a long-term marketing and distribution agreement by the parties, providing the NewCo with access to the Issuer's network, in order to distribute payment acceptance products and services to business customers of the Bank in Greece. On 30 June 2022, following the satisfaction of conditions precedent, the strategic partnership was launched through the carve-out of the MA Business by way of a spin-off to Alpha Payment Services S.M.S.A. (which was renamed "Nexi Payments Greece S.A.") and the sale of a 51 per cent. stake in the latter entity to Nexi. A further 39 per cent. stake was sold in July 2022.

On 10 December 2021, the Issuer successfully issued €400,000,000 Fixed Rate Reset Senior Preferred Notes due 2024. The notes are listed on the Luxembourg Stock Exchange's Euro MTF market. On 13 December 2022 the Issuer proceeded to the repurchase of €368,773,000 of the notes, while the remaining notes were redeemed in full on 14 February 2023.

On 17 December 2021, the Issuer successfully concluded a synthetic securitisation of a €1.9 billion portfolio of performing SME and corporate loans, enabling the Issuer to obtain credit risk protection for the mezzanine

tranche of the securitisation. The transaction achieved simple, transparent and standardised (STS) designation for the purpose of Regulation (EU) 2017/2402, as amended by Regulation (EU) 2021/557.

On 28 December 2021, Alpha Holdings announced that the Issuer had entered into a binding agreement with Hoist Finance AB as part of Project Orbit. The transaction which included the disposal of a portfolio of retail unsecured NPLs of a total outstanding balance of €2.1 billion completed on 24 March 2022.

On 12 February 2022, Alpha Holdings announced that it had entered into a binding agreement with an affiliate of Cerberus Capital Managmeent L.P. as part of Project Sky.

On 29 June 2022, the Issuer completed the second synthetic securitization transaction of performing small, medium and large corporates portfolio (Tokyo) amounting to € 0.63 billion. With this transaction, the Issuer is protected against junior tranche credit risk through a financial guarantee agreement with the European Investment Fund.

On 14 July 2022, the Issuer successfully concluded the sale of a €0.1 billion portfolio of non-performing shipping loans to Marlin Acquisitions DAC.

On 21 July 2022, the Issuer commenced the process for the sale of a portfolio of investment and owner-occupied properties with a net book value of €402,989 thousand (the **Skyline Transaction**). In the context of the Skyline Transaction, the Group will transfer to a third party investor the shares of a newly established SPV (Skyline) to which specific properties or specific investments in subsidiaries of the Group that own the Group's properties have been transferred. During the third quarter of 2022, the Executive Committee approved the selection of a preferred investor and the commencement of negotiations on the details of the transaction. The disposal group was valued at the lower of its book value and the fair value less cost to sell. The loss from said valuation amounted to €48,428 thousand.

On 1 November 2022, the Issuer successfully issued €400,000,000 Fixed Rate Reset Senior Preferred Notes due 2025.

On 16 December 2022, the Issuer successfully issued €450,000,000 Fixed Rate Reset Senior Preferred Notes due 2027.

On 8 February 2023, Alpha Holdings successfully issued €400,000,000 Fixed Rate Reset Additional Tier 1 Perpetual Contingent Temporary Write-Down Notes. The notes are listed on the Luxembourg Stock Exchange's Euro MTF market.

Russia’s invasion in Ukraine, which began on 24 February 2022, has created uncertainties in the markets in which the Group operates and in macroeconomic conditions, as have the resulting sanctions imposed by, amongst others, the United States, the European Union and the United Kingdom. The Group's direct exposure to Russia/Ukraine is relatively immaterial as is the amount of funds transferred from/to Ukraine and Russia. The Group has direct exposure to Russia and Ukraine from loans to customers of around €25.3 million as at 30 September 2022. Nevertheless, the Group is monitoring the unfolding crisis and continues to assess the impact on its business, financial position and profitability.

Variable remuneration for Group employees

Group companies may offer a variable component as part of an employee's total remuneration package (such as bonuses or other reward schemes). Offering remuneration of this type is at the discretion of the relevant Group company and will be based on both individual performance and fulfilment of the relevant Group company's goals. It is also subject to, amongst other things, regulatory requirements and various clawback and other adjustment mechanisms. There are two main performance incentive schemes in operation: (i) the Performance Incentive Programme (**PIP**) for central functions staff; and (ii) a Sales Incentive Programme (**SIP**) for branch network staff.

On 31 July 2020, the Ordinary General Meeting of Alpha Holdings approved the establishment and implementation of a five-year stock options plan (period 2020-2024) in the form of stock options rights by issuing new shares, in accordance with article 113 of law 4548/2018, to members of the management and of the personnel of Alpha Holdings and its affiliated companies, within the meaning of article 32 of law 4308/2014. On 30 December 2020, Alpha Holdings' Board of Directors approved the regulation of the stock options plan and awarded stock options rights under the PIP for the financial years 2018 and 2019 to identified material risk takers of Alpha Holdings and its affiliated companies.

On 11 February 2021, in the context of implementation of the approved PIP and following the exercise of the stock options rights during the first exercise period, Alpha Holdings proceeded to an increase of its share capital by the amount of €684,514.80 with payment in cash and the issuance of 2,281,716 new shares of a nominal value of €0.30 each and an exercise price of €0.30 per share as well.

On 16 December 2021, Alpha Holdings' Board of Directors awarded stock options rights under the PIP for the financial year 2020 to identified material risk takers of Alpha Holdings and its affiliated companies. Moreover, certain members of the senior management of Group companies falling within the ambit of the provisions of article 10 par. 3 of Law 3864/2010, as in force, on the establishment and operation of the Hellenic Financial Stability Fund, introducing a bonus ban and a salary cap for members of the board, general managers and deputy general managers of credit institutions having received state-aid from the HFSF (**In-scope Senior Managers**), were awarded a bonus. The exercise of the awarded stock options by In-scope Senior Managers is subject to the amendment or abolition of the HFSF Law provisions banning bonuses for In-scope Senior Managers, introduced by virtue of article 10 par. 3 of the HFSF Law. If such amendment or abolition has not taken effect by 15 January 2024 the exercise of the awarded stock options will not be possible.

On 3 February 2022, in the context of implementation of the approved PIP and following the exercise of the relevant stock options (deferred amounts for the financial years 2018 and 2019 and the first available exercise in respect of the financial year 2020), Alpha Holdings proceeded to an increase of its share capital by the amount of €429,050.40 with payment in cash and the issuance of the 1,430,168 new shares of a nominal value of €0.30 each and an exercise price €0.30 per share as well.

On 21 July 2022, Alpha Holdings' Board of Directors awarded stock options rights under the PIP for the financial year 2021 to identified material risk takers of Alpha Holdings and its affiliated companies.

On 2 November 2022, in the context of implementation of the approved PIP and following the exercise of the relevant stock options (the first available exercise in respect of the financial year 2021), Alpha Holdings proceeded to an increase of its share capital by the amount of €230,990.51 with payment in cash and the issuance of the 796,519 new shares of a nominal value of €0.29[4] each and an exercise price €0.29 per share as well.

Galaxy Transaction

On 22 June 2021, the Alpha Bank announced the completion of the Galaxy transaction (the **Galaxy Transaction**) with Davidson Kempner, pursuant to the signed definitive agreement signed between the parties on 22 February 2021. The Galaxy Transaction included:

[4] Pursuant to the resolution of the Ordinary General Meeting of Shareholders dated July 31, 2020, the offer price of each stock option right is equal to the nominal value of the share.

Pursuant to the resolution of the Ordinary General Meeting of Shareholders dated July 22, 2022 the reduction of Alpha Holdings share capital was approved by decreasing the nominal value of each common share by the amount of €0.01 (i.e. the nominal value of each share has been formed at €0.29), as well as, among others, the respective amendment of article 5 of the Articles of Incorporation of the Alpha Holdings, and the payment of the amount of the share capital reduction in kind by distributing to the Shareholders of the Alpha Holdings shares issued by the company under the corporate name Galaxy Mezz Ltd with a value corresponding to the value of the reduction of share capital.

(a) the sale of 80 per cent. of its loan servicing subsidiary, Cepal Services and Holdings S.A. (at that time doing business as "**Cepal Holding Single Members S.A.**") (**New CEPAL**); and

(b) the sale of 51 per cent. of the mezzanine and junior securitisation notes of the €10.8 billion NPEs portfolio (the **Galaxy Securitisations**),

to certain entities managed and advised by Davidson Kempner.

Upon the completion of the Galaxy Transaction, the Issuer entered into an exclusive long-term servicing agreement with New CEPAL for the management of its existing Retail and Wholesale NPEs in Greece, as well as any future flows of similar assets and early collections. The term of the servicing agreement, which includes market standard terms and conditions (including key performance indicators, indemnities, etc.), is 13 years, with an option to extend.

Following the Issuer's applications under HAPS pursuant to Law 4649/2019 for the inclusion of the Galaxy Securitisations SPVs (i.e. Orion X DAC, Galaxy II DAC and Galaxy IV DAC) to the Hellenic State's guarantees on the senior notes of such securitisations, Ministerial Decisions n. 2/47309/0025 /14.6.2021-Galaxy II DAC, 2/47306/0025/14.6.2021-Galaxy IV DAC and 2/47307/0025/14.6.2021-Orion X DAC (Governmental Official Gazette B2602/17.6.2021) approved the affiliation to the program. The HAPS guarantee entered into force on 20 July 2021, being the signing date of the government guarantee.

2021 Capital Increase of Alpha Holdings (Project Tomorrow)

Following the completion of an offering of shares of Alpha Holdings and pursuant to the resolution of the Board of Directors dated 30 June 2021, the offer price was set, at the recommendation of the global coordinators and bookrunners, at €1 per new share and the final number of new shares to be issued was set at 800,000,000. On 8 July 2021, the Board of Directors of Alpha Holdings verified the certification of payment of the subscription funds of the combined offering and the successful completion of the share capital increase.

2021 Share Capital Increase of the Issuer

The Self-Convened Extraordinary General Meeting of Shareholders of the Issuer that took place on 23 July 2021 approved, among other things, the raising of common share capital amounting to up to €1 billion, through payment in cash and the issuance of new common, registered, voting shares, each of nominal value of €0.10 (the **New Shares**) and set the offer price at €1.00 per New Share and the amendment of article 5 of the Articles of Incorporation of the Issuer, which was approved by virtue of decision no. 85152/28.7.2021 of the Ministry of Development and Investments. The said share capital increase was fully subscribed and paid for by Alpha Holdings, whilst the Board of Directors at its meeting of 26 August 2021 verified the certification of payment of the subscription funds.

2021 Share Capital Decrease of the Issuer

The Self-Convened Extraordinary General Meeting of Shareholders of the Issuer that took place on 25 October 2021 approved, among other things, the share capital decrease of the Issuer by way of distribution in kind by the amount of €10,825,250 through cancellation of 108,252,500 common, nominal shares with voting rights, of a nominal value of €0.10 each, that were held by the sole shareholder of the Issuer, Alpha Holdings, and the distribution in kind to the said shareholder of 2,042.5 mezzanine and 14,285.15 junior securitisation notes owned by the Issuer and issued on 8 October 2021 by COSMOS SECURITISATION DESIGNATED ACTIVITY COMPANY, based in Ireland (1-2 Victoria Buildings Haddington Road Dublin, Dublin 4, D04 XN32, Ireland), with company registration number 700585 of a total value equal to the amount of the reduction of the Issuer's share capital. The amendment of article 5 of the Articles of Incorporation of the Issuer was approved by virtue of decision no. 2473250/27.10.2021 of the Ministry of Development and Investments.

2022 Netting of Retained Losses of Alpha Holdings

The Ordinary General Meeting of Alpha Holdings which convened on 22 July 2022, among others (a) approved the netting-off of retained losses of the amount of €6,228,890,791.27 by order of priority against the statutory reserve for the amount of €420,425,146.18 and an amount of €5,808,465,645.09 from the special reserve of article 31 of Greek Law 4548/2018 (former article 4a of codified Greek Law 2190/1920) and the distinct recording of certain special reserves as of 1 January 2022 and (b) authorised the Board of Directors to proceed with the implementation of the above, taking into account the applicable legal and tax framework. Further it endorsed that according to article 31 par.2 of Greek Law 4548/2018, a share capital decrease is permitted for the formation of a special reserve. This special reserve can be used only for the purpose of its capitalisation or for absorbing accumulated losses of Alpha Holdings. Alpha Holdings had established in prior periods a special reserve of €6,104,890,048.60 resulting from share capital decreases. For the purpose of better presentation, this reserve is presented as a separate line in "Equity". Alpha Holdings can utilise this special reserve exclusively either for its recapitalisation or for off-setting losses.

2022 Share Capital Decrease of Alpha Holdings

On 20 October 2022, Alpha Holdings announced that, pursuant to the resolution of the Ordinary General Meeting of Shareholders dated 22 July 2022, the reduction in kind of its share capital was approved by decreasing the nominal value of each common share by the amount of €0.01 (i.e. the nominal value of each share has reached €0.29), as well as, among others, the respective amendment of article 5 of the Articles of Incorporation of Alpha Holdings, and the payment of the amount of the share capital reduction in kind by distributing to the shareholders of Alpha Holdings shares issued under the corporate name Galaxy Mezz Ltd with a value corresponding to the value of the reduction of share capital. Following such share capital reduction Alpha Holdings' total share capital amounted to €680,749,266.85 divided into 2,347,411,265 common, registered, dematerialised ordinary shares with voting rights of a nominal value of €0.29 each.

2022 Netting of Retained Losses of the Issuer

The Self-Convened Extraordinary General Meeting of the Shareholders of the Issuer that took place on 7 December 2022 resolved, among others, to offset the “retained earnings” account of the approved financial statements of 31 December 2021, following the resolution of the Ordinary General Meeting of Shareholders dated 31 August 2022 regarding the distributions of profits, by the amount of €274,160,207.14, against an equal amount of the special reserve of article 31 par. 2 of Greek Law 4548/2018, in order to take place, without prejudice to the provisions of article 30 par. 2 and 3 of Greek Law 4548/2018, after the following: (a) the completion of the share capital reduction and the creation of the special reserve of an equal amount in accordance with article 31 par. 2 of Greek Law 4548/2018, (b) the amendment of Article 5 of the Issuer’s Articles of Incorporation and (c) the registration of the relevant approval decisions in the General Commercial Registry (GEMI). Completion of the above offset is pending.

2022 Share Capital Increase of the Issuer

By the resolution of 10 November 2022 of the Self-Convened Extraordinary General Meeting of the shareholders of the Issuer, the share capital of the Issuer increased by the amount of €9 million through payment in cash in its entirety and the issuance of 90,000,000 new common, nominal shares with voting rights, of a nominal value of €0.10 each and an offer price of €1.00 each. The total difference between the nominal value and the offer price of the new shares, i.e., the amount of €81 million, was credited to the special account under the title "issuance of shares above par value".

2022 Share Capital Decrease of the Issuer

By the resolution of 7 December 2022 of the Self-Convened Extraordinary General Meeting of the shareholders of the Issuer, the share capital of the Issuer was reduced by the amount of €519,799,924.61 by reducing the nominal value of its shares from €0.10 to €0.09 and creating a special reserve of the same amount in accordance with par.2 of Article 31 of Greek Law 4548/2018.

BUSINESS OF THE GROUP

Introduction

Alpha Holdings was established in 1879 as the banking branch of "J.F. Costopoulos & Company".

Following the Hive Down (as further described in "*The Issuer and the Group – Hive Down*" above), Alpha Holdings (under G.E.MI. number 223701000 and Tax Identification Number 094014249) became the holding company of the Holdings Group and the Issuer was incorporated on 16 April 2021 and registered in the Hellenic Republic as a limited liability company (under G.E.MI. number 159029160000 and Tax Identification Number 996807331) as the operating company of the Group. Alpha Holdings is the parent of the Issuer and owns all of its shares.

The telephone number of the Issuer is 00 30 210 326 0000 and the website of the Issuer is https://www.alpha.gr/en/group/alpha-bank.

The registered address of the Issuer is 40 Stadiou Street, GR-105 64 Athens, Greece.

The Issuer Group is subject to supervision by the ECB/SSM, the Bank of Greece, the Hellenic Capital Market Commission (the **HCMC**), the Greek Ministry of Development and Investments and is subject, amongst other things, to banking, securities and accounting legislation in force.

The scope of business of the Issuer as set out in Article 4 of its Articles of Incorporation is the following:

(a) Taking deposits and other repayable funds.

(b) Lending loans or other forms of credit, including, inter alia, consumer credit, credit agreements relating to immovable property, factoring with or without recourse, financing of commercial transactions (including forfaiting).

(c) Financial Leasing.

(d) Payments and payment services.

(e) Issuing and administering other means of payment (such as credit cards, debit cards as well as traveler's checks and banker's drafts).

(f) Guarantees and commitments.

(g) Trading for own account or for account of its Customers in money market instruments (checks, bills, certificates of deposit, etc.), foreign exchange, financial futures and options exchange and interest-rate instruments, and transferable securities.

(h) Participation in securities' issues and provision of services related to such issues, including in particular securities' underwriting.

(i) Provision of advice to undertakings on capital structure, industrial strategy and related questions and advice as well as services relating to mergers and the purchase of undertakings.

(j) Money broking.

(k) Portfolio management or advice.

(l) Safekeeping and administration of securities.

(m) Credit reference services, including customer credit rating services.

(n) Safe custody services.

(o) Issuing electronic money.

(p) The provision of investment services and ancillary services – apart from the abovementioned – and the exercise of investment activities provided for in article 4 of Law 4514/2018.

(q) The exercise of other financial or ancillary activities and the provision of any other service related to the above or the exercise of activity in accordance with the applicable legislation.

The activities of the Issuer Group are divided into four business units, with enhanced management and administrative responsibilities. The management of its overall strategy and the coordination of activities between business units is undertaken by its executive committee. Furthermore, the Group has strengthened the distinction between retail and wholesale banking and extended this organisational principle across the Group to apply to its operations in South Eastern Europe (Cyprus and Romania (the Group stopped being active in Albania though following completion of the Alpha Bank Albania Sale in July 2022)). It also maintains a presence in the United Kingdom (through its wholly-owned subsidiary Alpha Bank London Limited, although its United Kingdom branch office was moved to Luxembourg in line with the ECB/SSM Guidelines on the United Kingdom's withdrawal from the EU), Bulgaria, Luxembourg, Ireland and Jersey.

At the income-generation level the Group operates the following business units:

(a) ***Retail Banking***

This unit includes all individuals (retail banking customers), self-employed professionals, small and very small companies operating in Greece and abroad, except for countries in South Eastern Europe. This unit also deals with the securitised loans of Galaxy III Funding Designated Activity Company and Cepal Hellas Financial Services Single Member S.A. The Group, through its extended branch network, offers all types of deposit products (deposits / savings accounts, working capital / current accounts, investment facilities / term deposits, repos, swaps), loan facilities (mortgages, consumer, corporate loans, letters of guarantee), debit and credit cards of the above customers and bancassurance products provided through affiliated companies.

(b) ***Corporate Banking***

This unit includes all medium-sized and large companies, corporations with international business activities, corporations that have a relationship with the Corporate Banking Division and shipping companies operating in Greece and abroad, except for those from South Eastern European countries. This unit offers working capital facilities, corporate loans, and letters of guarantee to the above mentioned corporations. This unit also offers leasing products through the Group's subsidiary, Alpha Leasing S.A., as well as factoring services which are provided by ABC Factors S.A., another Group subsidiary.

(c) ***Asset Management and Insurance***

This unit includes a wide range of asset management services offered through the Group's private banking units, its subsidiary Alpha Asset Management M.F.M.C., as well as dealing with the proceeds from the sale and the management of mutual funds. In addition, it includes income received from the sale of a wide range of insurance products through the Group's subsidiary Alphalife A.A.E.Z.

(d) ***Investment Banking / Treasury***

This unit includes stock exchange, advisory and brokerage services related to capital markets, and also investment banking facilities, which are offered either by the Issuer or specialised subsidiaries which provide the aforementioned services (Alpha Finance A.E.P.E.Y., Alpha Ventures S.A.). It also includes the activities of the Dealing Room in the interbank market (FX swaps, bonds, futures, IRS, interbank placements – loans, etc.) as well as securitisation transactions.

(e) ***International***

This unit consists of the Group's subsidiaries, which operate in South Eastern Europe (including Cyprus), the United Kingdom and Luxembourg.

(f) ***Other***

This segment includes the non-financial activities of the Group, as well as unallocated/non-recurring income and expenses and intersegment transactions.

A more detailed description of each business unit follows:

Retail Banking

The Issuer is a major participant in the retail banking sector in Greece and as at 30 September 2022 had a domestic network of 271 branches, seven private banking (customer service) centres and seven commercial centres. Each Greek branch network is supported by a nationwide network of 1,292 ATMs. It's retail banking activities and products include deposits, investment products, distribution of bancassurance and standard insurance products (most commonly, policies attached to mortgage sales), banking activities on commission (mutual funds, credit cards, capital transfers, brokerage activities and payroll services), loans to individuals (consumer and housing loans) and loans to small-sized firms.

Retail deposits

The retail deposits of the Greek private sector increased by €6.7 billion at the end of September 2022 on a year-on-year basis (Source: *Bank of Greece, Market Deposits of Individuals*). The Issuer's market share of retail deposits reached 21.55 per cent. at the end of December 2021, while the overall market share in Greek deposits at the end of September 2022 stood at 22.45 per cent. (Source: *Market Shares, Internal Report from Budgeting and Control Division*) Retail loans

Loans to customers measured at amortised cost (before provision for impairment losses) of retail lending (which includes loans to small businesses) on a consolidated basis amounted to €14.3 billion as of 30 September 2022, whereas for Greece they stood at €12.3 billion.

Lending to Individuals

Despite the challenging macroeconomic conditions, the upward trend in demand for consumer and housing loans continued in 2022. The Issuer has maintained its position as one of the leading banks in the retail credit market by offering a full range of products designed to cover all personal and housing needs.

The Issuer offers housing loans with variable or fixed rates that finance the purchase of a house or land, as well as construction, renovation, extension or repair works.

Regarding consumer loans, the Issuer offers a wide range of consumer finance solutions through a consumer loans product mix that has been designed to meet the needs of its retail banking customers. The Issuer's consumer loans are offered either with variable or fixed rate and finance either specific needs (car acquisition, educational purposes or home equipment) or other personal needs. In 2022, the launch of an end-to-end digital consumer loan emphasized the Issuer’s digital transformation and boosted consumer loans disbursements.

Additionally, within the context of ESG financing, the Issuer offers a full range of green products both for consumer or housing needs (**Green Solutions**) and participates in the Ministry of Environment and Energy programmes designed to incentivise residential properties owners to improve the energy efficiency of their homes. Those initiatives and associated risks are further addressed in the following section of the Base Prospectus titled *"Climate – Related, Environmental – Social and Governance (ESG) Risks"*.

The Group's carrying amount of consumer loans (before allowance for impairment losses) carried at amortised cost amounted to €1.6 billion as at 30 September 2022.

Payment cards

The Issuer has a leading position in the Greek cards market.

The Issuer's debit, credit and prepaid card portfolio exceeds four million cards. As regards credit cards, the Issuer maintains significant market share in terms of both, billings and balances. As regards the total cards portfolio, the sales volume for the 9 months of 2022, was approximately €9.5 billion, increased by 22 per cent. compared to 2021, whereas outstanding balances amounted to €713 million, on 30 September 2022.

In the acquiring sector, there were significant developments, for Alpha Bank, at the end of June 2022. More precisely, the Issuer, has carved out its merchants acquiring business unit, by way of spin-off to a new entity that received a payment services institution license and has successfully completed the closing of the transaction with Nexi. The signing of this agreement marked the initiation of Nexi Payments Greece and the willingness of the two entities to join forces to transform merchant solutions in Greece and pave the way for a new era of digital payments in the country.

Corporate Banking

Corporate Banking

The Issuer provides a full range of corporate banking services to Greek companies, foreign corporations active in Greece and, to a lesser degree, public sector entities. Corporate clients serviced by the Issuer's Corporate Banking division generally have an annual turnover of at least €75 million. The Issuer's credit portfolio is mainly composed of companies in the manufacturing, wholesale and retail trade, construction, real estate, energy, fuels and infrastructure sectors.

The Issuer offers a number of services to corporate customers, including acceptance of deposits, short-medium and long-term lending both in euro and foreign currencies, cashing cheques, foreign exchange transactions, transactions in treasury and money market instruments, letters of guarantee, factoring and leasing. Its services offered also include other cash and risk management services. The Issuer also provides certain other banking services to corporate customers, including arrangement and participation in syndicated loans to large-sized companies

Commercial Banking

The Issuer provides services to companies located on the Greek mainland and islands. The Issuer services hotel and hospitality enterprises with credit limits over €1.5 million and annual turnover over €5 million and additionally, all other companies operating outside the hotel and hospitality sectors and which abide by credit limits over €1.5 million and annual turnover between €5 million and €75 million.

In order to provide qualitative services and appropriate solutions to each client, customised expertise is divided between two divisions. The Commercial Centres Division serves the clients of the Greek mainland that operate in sectors outside of hospitality and tourism, whilst the Hospitality and Tourism Division provides services to all companies operating in tourism and hospitality sectors as well as to all clientele located specifically on Greek islands.

The Issuer's centralised customer relationship management system offers a wide spectrum of tailor made solutions to meet its clients' needs. In addition, the Issuer provides a wide range of other products and financing tools with the support of supranational organisations, the Entrepreneurship Fund and the Hellenic Development Bank.

Small Business Banking

Alpha Bank provides, with an integrated strategic framework to support entrepreneurship and bolster the competitiveness of small enterprises, promotes modern solutions, strengthening their prospects for development, focusing as well on adopting sustainability practices, having as vision to take advantage of green investment opportunities and sustainable development.

The above business strategy, is implemented in dynamically practice through the expertise of dedicated Officers, who have excellent knowledge and experience in managing new business development trends, enjoying as well the special support of Alpha Bank's ecosystem of partners, that helps them to discover the appropriate solutions for every business project, assuring to be profitable and sustainable.

The Issuer, provides dedicated financing solutions, across all entrepreneurship sectors, responded fully to challenges and market opportunities, Moreover, a rich pallet of competitive financing tools is provided, specially targeted to the enhancement of SMEs liquidity in cooperation with Hellenic Development Bank and European Investment Fund. The Issuer also offers a wide range of co-financing solutions under the framework of the RRF (National Recovery and Resilience Plan – Greece 2.0), the new Development Law 2022 and ESPA 2021-2027, effectively supporting productivity, extroversion, competitiveness and innovation in Greece.

Shipping Finance

The Issuer has been successfully involved in shipping finance since 1997, providing also various specialised products and services (fund transfers, branch operations, hedging solutions, etc.) to Greek-owned ocean-going shipping companies and coastal shipping companies.

Despite the fluctuations in the freight markets and world economy, Greek shipowners continue to demonstrate their commitment and strong position within the shipping industry. Bank lending remains the main means of raising funds and the Issuer will continue to aim for the best possible response to its customers' needs.

Alpha Leasing S.A.

Alpha Leasing S.A., established in 1981, is a wholly owned subsidiary of the Issuer, and provides a wide range of financial leasing services and products to its customers. Alpha Leasing S.A. is service-oriented, focusing on the selective implementation of its customers' investment plans (664 customers as at 30 September 2022), while securing low risk and acceptable return levels for its portfolio. As at 30 September 2022, total receivables from leasing (after allowance for impairment losses) amounted to €212 million[5] (compared with €384 million at 31 December 2021). As at 30 September 2022, Alpha Leasing S.A. had 34 employees.

ABC Factors Single Member S.A.

Through ABC Factors Single Member S.A., the Issuer provides a wide range of factoring services (domestic factoring with and without recourse, reverse factoring, invoice discounting, accounts receivables control, management and collection services, import and export factoring and forfaiting). Upon its establishment in 1995, ABC Factors Single Member S.A. was a pioneer of factoring services and has held a dominant position in the Greek factoring market based on the value of the assigned receivables and profit before taxes, according to a comparative analysis of the competition (Source: *Hellenic Factoring Association*). For the period from 1 January to 30 September 2022, the turnover of ABC Factors Single Member S.A. (amount of trade receivables)

[5] As of 30 June 2022, receivables amounting €71 million (after allowance for impairment losses), were designated as held for sale (€339 million gross amount).

amounted to €4.39 billion (compared to €3.29 billion for the same period of 2021). As at 30 September 2022, the company had 77 employees. ABC Factors Single Member S.A. is a full member of Factors Chain International (a global organisation for open accounts trade receivables financing) as well as of the International Trade and Forfaiting Association.

Asset Management & Insurance

The Asset Management & Insurance segment includes private banking, asset management, and insurance services.

Private Banking Unit

Since 1993, the Issuer has been providing a full range of portfolio management services as well as upgraded banking services to high net worth clients. The services are provided under the trade name "Alpha Private Bank" by a network of six exclusively designated Private Banking Market Areas, four service points at selected branches in Greece's largest cities and one Private Banking Market Area accommodating assets in Greece and abroad.

The unit, operating under the supervision of the General Manager – Wholesale Banking and with support from a team of portfolio counsellors and analysts, provides the Issuer's upper client segment with optimised portfolio management solutions under the Discretionary, Advisory, Transactional Advisory and Execution Only framework. The sales team consists of 50 specialised and certified private bankers.

As of 30 September 2022, the unit's total assets under management stood at €5.0 billion and 6,700 investment portfolios, contributing approximately €24.6 million in gross revenues.

Since 2018 and aiming at improving its Private Banking "Customer Journey" through the enhancement of investment services, the unit introduced the:

- "InvestoR" Electronic Platform which provides flexibility and automation of the advisory investment process, in full compliance with MiFID II;
- use of mobile devices (tablets) in the provision of private banking services, facilitating direct and personalised communication between the private banker and the customer;
- use of the electronic client signature (e-signature) that, combined with the utilisation of tablets for the completion of the InvestoR session and the remittance of investment orders, enhances transaction efficiency and client experience; and
- consolidation of the Alpha Private Bank Customer Phone Service, which provides swift and secure specialised banking services to Private Banking customers during extended working hours without visiting an Alpha Bank branch.

In recognition of the consistent high quality that defines the Issuer's Private Banking services, in 2022 Alpha Bank was named "Best Private Bank in Greece", for the 5th consecutive year, by the internationally acclaimed publications "Professional Wealth Management (PWM)" and "The Banker" of the Financial Times Group.

Alpha Asset Management M.F.M.C.

Alpha Asset Management M.F.M.C., established in 1989, is a Greek management company organised under Directive 2009/65/EC, duly authorised and supervised by the competent Greek supervisory authority, the HCMC. Alpha Asset Management M.F.M.C is involved in the management of mutual funds (UCITS), offered to retail and institutional investors, while it also offers asset management services (discretionary portfolio

management) to institutional investors, such as pensions funds, insurance companies and other entities. It is a wholly-owned subsidiary of the Issuer.

Alpha Asset Management M.F.M.C. holds a leading position in Greece in the areas of mutual fund management and discretionary portfolio management. As of 30 September 2022, it enjoyed a market share of 21.5 per cent. in the domestic mutual funds industry (Source: *Hellenic Fund & Asset Management Association*), offering 24 mutual funds (€2.18 billion, as of September 2022), domiciled in Greece and in Luxembourg, that cover all major asset classes and geographies. As of September 2022, total assets under management stood at €2.83 billion, of which €647 million refer to discretionary segregated accounts managed for institutional investors.

Alpha Asset Management M.F.M.C. actively supports the sustainable development of the economy and the promotion of responsible investment policy, having been included in the United Nations-endorsed "PRI Initiative". The Group's Environmental, Social and Governance (**ESG**) Policy contains guiding principles to be applied by Alpha Asset Management M.F.M.C. to ensure that information on ESG risks and opportunities is appropriately incorporated into the investment management process.

Alphalife Insurance Company S.A.

Alphalife Insurance Company S.A., a wholly owned subsidiary of Alpha Holdings, is a life insurance company (licensed and supervised by the Bank of Greece) and is active exclusively in the bancassurance market of investment and pension life insurance products, solely through the branch network of the Issuer.

Despite the fact that the commencement of its business in 2010 coincided with the economic recession in Greece, there has been an increase in premium production, in the portfolio of insurance contracts and in reserves and assets under the management of Alphalife Insurance Company S.A. during the period between 2010 and 30 September 2022. Key figures for the period ended 30 September 2022 are: insurance premiums received of €127.5 million, assets under management of €725 million and profits before income tax of €23.8 million.

Investment Banking and Treasury

Investment Banking

The Investment Banking unit includes the activities of Corporate Finance, Structured Finance and Real Estate Investments, as these are described below.

The Corporate Finance Division is comprised of three units (Capital Markets, Financial Advisory Services and Real Estate Investment Services), whose main activities are outlined below:

Capital Markets and Financial Advisory Services

The Capital Markets and Financial Advisory Services arm offers services relating to mergers and acquisitions, restructurings, privatisation projects, valuations, capital markets transactions in equity and corporate bonds, public tenders and concessions and holds a leading position among the local investment banking units.

On the Capital Markets side, the Corporate Finance Division provided, in 2021, underwriting advisory services to Motor Oil S.A., Costamare Participations Plc, Prodea REIC, CPLP Shipping Holdings Plc, ElvalHalcor S.A., Noval Property REIC and GEK Terna S.A. for the listing of corporate bonds on ATHEX. Moreover, the unit acted as lead underwriter on the €0.8 billion share capital increase of Alpha Holdings.

It also acted as co-lead underwriter on the €1.35 billion share capital increase of PPC S.A. and completed a share capital increase of €75 million for Premia Properties S.A. (part in cash and part in asset contribution).

The division also acted as an advisor to Belterra Investments Ltd for the tender offer of Thessaloniki Port Authority's shares.

Furthermore, up to 30 September 2022, the Corporate Finance Division provided underwriting advisory services to Premia Properties S.A., SafeBulkers Participations Plc, Lamda Development S.A. and CPLP Shipping Holdings Plc. for the issuing and listing of corporate bonds on ATHEX. It also acted as issue advisor and co-lead underwriter on the initial public offering of Dimand S.A. in which €113 million (including the over-allotment option) were raised. Additionally during 2022, the division acted as a financial advisor to Panagiotis G. Nikas S.A. Industrial and Commercial Company, preparing a valuation report in order for the board of directors of the company to provide its reasoned opinion in connection to the mandatory tender offer of Cryred Investments Limited and as an advisor to Allianz SE for the voluntary tender offer of European Reliance SA shares. It also acted as an advisor for the share capital increase with in kind contribution to IDEAL Holdings SA.

Furthermore, advisory services were also offered to private companies trading on ATHEX in connection with share capital increases, corporate bond issuances and tender offers, which are expected to close in 2023.

With respect to Financial Advisory Services, in 2021, the Corporate Finance Division provided, among other things, financial advisory services to Unilever S.A. for the sale of its tomato product retail sector (Pummaro line) in Greece.

On the privatisation side, the unit advised the Hellenic Republic Asset Development Fund (HRADF) on the award of a concession to operate, maintain and commercially exploit Egnatia Motorway.

The Corporate Finance Division continued to provide financial advice to Hellenic Petroleum S.A. with respect to the privatisation of DEPA Infrastructure S.A. and DEPA Commercial S.A. The DEPA Infrastructure S.A. privatization was completed in September 2022.

Additionally, the division acted as buy side financial advisor to an energy group for a contemplated transaction in the electricity and renewable energy sector, as sell side financial advisor to an FMCG company for a contemplated disposal of certain assets, as financial advisor for a merger of two listed companies, as by side financial advisor to a Greek listed company for a cross border acquisition and as by side financial advisor to a consortium for the Attica Ring Road privatization.

Real Estate Investments Services

Real Estate Investments Services undertakes the management, operation, formulation and execution of related strategic and business plans for real estate assets in Greece and South Eastern Europe acquired as a result of the enforcement of security under loan facility agreements. The aim of the Real Estate Investments Services unit is to safeguard and maximise recovery value of those assets, as well as to secure their efficient and risk-fenced management through the establishment of SPVs. The Real Estate Investments Services unit acts as one of the internal real estate commercialisation channels in close collaboration with Alpha Real Estate Management and Investments SA, Alpha Astika Akinita S.A., the Issuer's subsidiaries in South Eastern Europe and other external partners.

In 2021, the Real Estate Investments Services unit concluded sales of real estate assets under management in Greece and Romania totalling €54.7 million. These included the sale of:

- a SPV holding a portfolio of prime commercial real estate assets in Athens, for a total consideration of €27.5 million;
- a SPV holding an industrial asset in Athens, for a total consideration of €15.2 million;
- a SPV holding a hotel portfolio in Romania, for a total consideration of €9.5 million; and

- one land plot in Bucharest, Romania, for a total consideration of €2.5 million.

In addition to the above, another €2.6 million of sales concluded until 30 September 2022, as follows:

- a commercial asset in Bistrita, Romania for a total consideration of €2.6 million.

Structured Finance

The Issuer holds a leading position in the Greek structured finance market, offering project financing on a non-recourse basis for large projects in infrastructure (motorways, airports, ports, etc.) and energy (renewables, cogeneration and thermal power plants), either on a bilateral or a syndicated basis, in Greece and abroad. The Issuer is also active in commercial real estate finance through structured financing of projects in Greece and South Eastern Europe.

In 2022, the Structured Finance Division was actively involved in arranging new structured financings on a syndicated or bilateral basis in the power sector, with a focus on renewable energy sources and wind farms and in public-private partnerships.

In the field of advisory services, the Structured Finance Division acts as adviser to the Hellenic Republic Asset Development Fund (TAIPED) for privatisations.

In the real estate sector, the Structured Finance Division successfully completed a number of selective transactions in Greece and Romania.

On the basis of existing mandates regarding the arrangement of financing for various projects, the volume and the performance of the loan portfolio are expected to increase in the following years, with business growth driven primarily by projects in the renewable energy sector, infrastructure projects, public-private partnerships and the development of income-producing properties.

Alpha Finance Investment Services Single Member S.A.

Established in 1989, Alpha Finance Investment Services Single Member S.A. is one of the oldest members of ATHEX. As an investment services provider regulated by the HCMC, it offers, *inter alia*, brokerage services in domestic and international equities and derivatives, as well as equity research. Alpha Finance Investment Services Single Member S.A. acts as a market maker for the stock and derivatives markets of ATHEX and is also a member of the Cyprus Stock Exchange and of ENEX.

For the nine month period ended on 30 September 2022, Alpha Finance Investment Services Single Member S.A. reported profit after tax of €0.8 million compared to €2.5 million for the respective period ended on 30 September 2021. Revenues as of 30 September 2022 stood at €7.9 million, down by 7 per cent when compared to the respective 9 month period of 2021. Shareholder's equity as of 30 September 2022 stood at €30.4 million compared to €29.5 million on 31 December 2021.

Treasury

The Issuer participates in the interbank spot, money, bond and derivatives markets. Its use of sophisticated systems to measure risk, along with the Issuer's conservative trading profile, have contributed to risk limitation, enhancement of flexibility in adapting to changing market conditions, and improved performance. The Treasury Division is particularly active in both the Greek primary and secondary bond markets as well as in the primary and secondary European and international debt capital markets.

International

The Group is active in South Eastern Europe and has a presence in Cyprus and Romania It has a presence in the United Kingdom through the Issuer's subsidiary Alpha Bank London Limited and, following relevant ECB/SSM guidelines driven by Brexit, the Issuer in June 2020 established a branch in Luxembourg to which the activities of the Issuer's branch in London were transferred, following which the London branch ceased its operations. The Group also has a presence in Jersey, Bulgaria and Luxembourg. As at 30 September 2022, the Group had a total of 151 branches and 2,474 employees in South Eastern Europe and Luxembourg. As at 30 September 2022, loans and advances to customers (before allowance for impairment losses) reported under the segment of South Eastern Europe (Romania and Cyprus) amounted to €3.8 billion corresponding to 9.6 per cent. of total loans and advances to customers (before allowance for impairment losses) of the Group on a consolidated basis, while due to customers amounted €5.1 billion corresponding to 10.1 per cent. of total due to customers of the Group on a consolidated basis.

Other Activities

Alpha Astika Akinita A.E.

Alpha Astika Akinita S.A. was founded in 1942 and since 1999 the company's shares have been listed on ATHEX. The company operates mainly in the Greek real estate market. It also extends its activities to the markets of Romania, Bulgaria and Cyprus through its subsidiaries, Alpha Real Estate Services S.R.L., Alpha Real Estate Bulgaria E.O.O.D., Chardash Trading E.O.O.D. and Alpha Real Estate Services L.L.C.

The main objective of Alpha Astika Akinita S.A. is to manage and value real estate properties as well as the rights relating to real estate owned by the Group. Furthermore, the company provides property management services, brokerage services, appraisals, technical consultations and comprehensive services for enhancing real estate exploitation owned by third parties. Regarding its property management services, brokerage, property valuation, investment appraisals, project management and evaluation of property development projects, Alpha Astika Akinita S.A. has been certified with ISO 9001.

On June 2022 Alpha Astika Akinita S.A. acquired the Business of Management of Real Estate Property carried on by Alpha Real Estate Management and Investments SA in order to be able to enhance its service portfolio and to be able to provide in a single company unit complete services to the market and, amongst others, to capitalise, on operating efficiencies.

Moreover, the company owns 18.42 per cent. of the share capital of Propindex S.A., a company which creates, calculates and produces indicators related to the real estate market.

Custodial Services

The Issuer has a specialised organisational unit that performs custodial functions servicing local and foreign institutional investors and retail clients. As at 30 September 2022, total assets under the Issuer's custody were approximately €7.6 billion as follows:

- the value of the institutional clientele's portfolio amounted to approximately €4.1 billion, while the fee and commission income from 1 January 2022 to 30 September 2022 amounted to approximately €2.3 million. The main categories of institutional clients under custody are insurance companies, institutions for occupational retirement provision (IORPs), banks and asset management companies;

- the value of the retail clientele's portfolio amounted to approximately € 2.5 billion while the portfolio maintenance commissions earned between 1 January 2022 to 30 September 2022 amounted to approximately €1.26 million; and

- the value of Alpha Holdings' portfolio amounted to approximately €1 billion while the fee and commission income from 1 January 2022 to 30 September 2022 amounted to approximately €0.05 million.

NPE Management

The Group has set as paramount objective the effective management of NPEs, as this will lead not only to the improvement of the Group's financial strength but also to the restoration of liquidity in the real economy, households and productive business sectors, contributing to the development of the Greek economy in general.

In this context, the Group further accelerated the NPE reduction effort in H1 2022 even compared with the revised NPE Business Plan (submitted on April 2021), reaching also a single digit NPE Ratio (8.2 per cent.).

Total reduction within the first half of 2022 amounted to €1.9 billion and this was the result of a dedicated effort towards achieving more than the initial NPE reduction target of €0.9 billion.

The further successful implementation of the Group's NPE Strategy within 2022 is also affected by a number of external/systemic factors that include, among others, the following:

- The economic environment at post COVID -19 era.
- The developments of the macroeconomic environment as a result of the war in Ukraine and the increased cost of energy.
- Acceleration of implementation of the new out of court mechanism.

The Group's full commitment towards the active management and reduction of NPEs over the Business Plan period is reinforced through the constant review and calibration of the Group's strategies, products, and processes to the evolving macroeconomic environment

Distribution Network

Branch Networks

The Issuer's presence in Greece and other countries in which it operates is supported by a network comprising 436 branches as at 30 September 2022, which includes approximately 271 retail branches in Greece, seven commercial centres in Greece, seven Private Banking customer service centres in Greece and 151 retail branches outside Greece.

myAlpha

The Issuer's pillar "myAlpha" includes all digital products and services, for Individual and Business users, such as "myAlpha Web", "myAlpha Mobile" and "myAlpha Phone", the digital wallet "myAlpha wallet", as well as digital products like "myAlpha Quick Loan".

e-Banking

Following enrolment to e-Banking, Alpha Bank customers can access their banking products and carry out transactions via a computer and myAlpha Web or their mobile phone and the myAlpha Mobile app.

In 2022, new e-Banking registrations increased by 38.14 per cent. (compared to 2021), thus exceeding 417,965 new subscribers, while seven out of ten new customers chose to register for e-Banking remotely. Similarly, the number and value of transactions via e-Banking also increased by 16.55 per cent. and 19.47 per cent. respectively (each compared to 2021).

The Issuer continued to develop online products, reflecting the ever-changing needs of its customers and enabling them to carry out most of their transactions remotely without visiting a branch.

myAlpha Web

The myAlpha Web for individuals, which became available in May 2021, incorporated new functionalities, such as the ability for the Issuer's customers to update their personal details directly via the Greek government's website without requiring a physical visit to a branch, the immediate activation of dormant accounts, the online loan application, as well as a dark mode version, for better usability and convenience.

Active users of "myAlpha Web" for individuals continued to grow in 2022, with a 0.49 per cent. increase in active users in 2022 compared to 2021.

myAlpha Mobile

"myAlpha Mobile" offers the Issuer's customers modern solutions and services in order to enable them to carry out their transactions easily and quickly from their mobile devices.

The app continued its upward trend in 2022, with a 29.43 per cent. increase in active users in 2022 compared to 2021.

To further simplify daily electronic transactions for the Issuer's customers, new features were integrated in the myAlpha Mobile application in 2022, such as the Informative Push Notifications service, the application for new online products, the activation of dormant accounts as well as the ability to update personal information via the eGov-KYC service.

In September 2022, the number of e-Banking registered customers that used the myAlpha Mobile application on a monthly basis increased by 18 per cent. compared to September 2021, while at the same time the e-Banking subscribers who used the service exclusively for both informational and transactional purposes increased by 22 per cent.

myAlpha Phone

myAlpha phone provides information to customers and helps them carry out transactions via an automated system or with the assistance of a call centre agent. This is particularly useful for customers with reduced mobility or visual impairments.

Electronic payment services

Digital Wallets

The Issuer, following the success of its fully redesigned digital wallet "myAlpha Wallet" for Android users, was the first Greek bank to offer its customers all major digital wallets available on the market (Apple Pay, Google Pay, Garmin Pay, Xiaomi Pay). In 2022, Alpha Bank's customers continued to have a great acceptance of the above digital wallets. Indicatively, in September 2022, the number of registered cards in myAlpha Wallet, Apple Play and Google Pay reached 530,000, 720,000 and 480,000, respectively. The usage of all the above digital wallets offered by the Issuer also continued to increase with the number of transactions exceeding 23 million in 2022, from 8 million in 2021.

Electronic Services for Businesses

myAlpha Web for Businesses

New business registrations to e-Banking for business users increased by 3.41 per cent. in September 2022 compared to September 2021, while the number and value of transactions via e-Banking also increased by 17.75 per cent. and 25,80 per cent., respectively.

At the same time, new functionalities offered via myAlpha Web for businesses, such as the Alpha Online Term Deposit, the Web FX service, improvements in loan payments, as well as the ability to carry out multiple transfers and multiple payments at once enabled businesses to carry out their transactions in a fast and more efficient manner improving the user experience.

Alpha Mass Payments

"Alpha Mass Payments" is dedicated to collecting dues via standing orders and/or alternative networks, as well as carrying out mass payments (e.g. payroll, payment of suppliers etc.). The service's user-friendly interface offers features that allow users to create, send and monitor the progress of mass payment orders (e.g. payroll or payment of suppliers) and effectively serves SMEs.

Automated Banking Services

To enhance customer service and increase the efficiency of the Issuer's ATM network while rationalising their operating costs, approximately 350 feasibility studies, primarily concerning the configuration of the network of off-site ATMs (withdrawals, relocations, new installations, replacements, adjustment of rentals etc.), were carried out in 2022 and cost-benefit reports were compiled on the operation of all off-site ATMs.

The Issuer also installed 54 new ATMs (46 off-site and 8 in branches) and withdrew 60 ATMs (27 off-site and 33 due to changes in the branch network). All branch network ATMs offer online cash deposits and many payments can be made more easily and faster through the use of barcodes/QR codes. Deposit transactions increased by 8.4 per cent. over the course of 2022 compared to 2021.

To better serve customers and to reduce the workload of branch tellers involving deposits and cash payments, the Issuer has 440 automated payment systems (APSs) installed in 261 branches, covering 96 per cent. of the branch network.

Donations for Social Purposes

e-Banking supports donations to more than 100 different social purpose organisations.

Digital Onboarding (for Individual and Business customers)

The Issuer's Retail Onboarding service, introduced in 2020, enables customers that wish to start their relationship with the Issuer to complete the process in just 10 minutes, whichever channel they might choose: digitally from the mobile app or at the branch with the redesigned tablet process. Since its launch in December 2020 and until September 2022, one out of five new customers chose to start their relationship with the Issuer (open a current account, get e-Banking access codes and a debit card) using the myAlpha Mobile app. At the same time, 49 per cent. of the total new customers chose to start their relationship with the Issuer at the branch via the Retail Onboarding service.

The Issuer's Digital Business Onboarding service, also introduced to the Greek market in 2020, enables business customers to obtain a deposit account, as well as a business e-Banking subscription, fully online, without the need for the legal representative of the company to visit the branch. The first nine months of 2022,

businesses that started their relationship with Alpha Bank via the Digital Business Onboarding service increased by a 58 per cent. in comparison to the first nine months of 2021.

myAlpha Quick Loan

Alpha Bank has recently introduced the myAlpha Quick Loan, a fully digital consumer loan exclusively available via myAlpha Web and myAlpha Mobile. This loan offers individuals the opportunity to borrow between €500 and €5,000 in just a few minutes, through a simple and paperless process that does not require a visit to a branch. Credit decisions are made real-time, where the customer gets immediately informed of the outcome of the evaluation and upon approval receives the amount in the account he has chosen.

During the first nine months of 2022, 65 per cent. of all consumer loans for amounts up to €5,000 were disbursed via digital channels, representing 40 per cent. of the total volume of consumer loans disbursed during the same period.

Strategy

In order to reduce its cost of risk and to reduce the amount of NPEs on its balance sheet, Alpha Holdings announced the 2019 Strategic Plan in November 2019. The main priority and objective of the 2019 Strategic Plan was the improvement of the Group's financial structure through the reduction of its NPEs and cost of risk, which constituted the main factors impacting profitability over the past years, while also aiming to optimise the organisational and capital structure of the Group. The 2019 Strategic Plan entailed, among other things, the Galaxy Securitisation and the transfer of the Issuer's business of servicing of NPEs to Cepal Hellas.

On 22 February 2021, Alpha Holdings announced that it had reached definitive agreement with funds managed by Davidson Kempner for the sale and transfer of 80 per cent. of the shares in Cepal Hellas HoldCo along with 51 per cent. of the mezzanine and the junior notes issued under the Galaxy Securitisation, which was completed on 18 June 2021.

The 2019 Strategic Plan also entailed the Hive Down. The Hive Down was completed on 16 April 2021.

On 24 May 2021, the Board of Directors of Alpha Holdings approved and announced the Updated Strategic Plan. The Updated Strategic Plan includes, but is not limited to, the following priorities:

Significantly increase the Group's revenue base supported by active participation in RRF deployment in Greece

The Issuer's current strategic priority under the Updated Strategic Plan is to capture the opportunity to participate in the expected growth in the Greek banking sector triggered by the utilisation of the RRF. The RRF is expected to bring about direct and indirect benefits to economic growth. Greece will be by far the largest net beneficiary from the fund. The Bank of Greece estimates a 7 per cent. increase in real GDP growth by 2026 and the creation of 180,000 jobs through a 20 per cent. growth in private sector investment alongside targeted reforms. The deployment of the RRF is expected to add, on average, at least 1.5 percentage points per annum to the Greek GDP growth trajectory over the six years to 2026 (Source: Governor of the Bank of Greece Report for 2020). As such, capturing the full potential of this initiative is expected to be the single most important goal for the banking system and for the Issuer in particular, especially following the successful completion, in July 2021, of the €800 million share capital increase of Alpha Holdings which strengthened the Group's capital base and allows for credit expansion.

Further reduction of NPEs through transactions

As part of its further capital enhancing actions, and following completion of the Galaxy Securitisation, the Issuer set out its intention for further deleveraging its NPE stock by launching a series of transactions with an aggregate gross book value of more than €8.2 billion. In particular, the Group has launched the following

transactions: (a) Project Cosmos, for which a binding agreement was signed on 22 October 2021 with an application submitted under HAPS 2 on 15 October 2021, and which was completed on 17 December 2021; (b) Project Orbit; (c) an outright sale of the DK Shipping Exposures to Davidson Kempner (concluded on 14 July 2022); (d) together with the other Greek systemic banks, Project Solar, for which an application was submitted under the HAPS 2 scheme on 6 October 2022 and in which the Issuer 's participation shall be €0.4 billion; (e) Project Sky, for which a binding agreement with an affiliate of Cerberus Capital Management L.P. was announced on 14 February 2022; and (f) two outright sales of a selected pool of wholesale and leasing receivables of more than €1.0 billion in aggregate.

Leverage partnerships in driving the growth of fee and commission income

Under the Updated Strategic Plan, the Issuer aims to leverage its position among affluent segment clients and the partnerships it has entered into in order to grow its net fee and commission income.

One of the key drivers for higher fee income in the coming years is expected to be the higher business activity and improvement in lending volumes in light of higher RRF-driven lending, which would in turn drive the growth in lending-related fees including letter of credit and loan guarantee fees as well as any ancillary M&A advisory and ECM and DCM business fees.

Additionally, the Issuer believes that there is a scope for the Issuer to increase bancassurance fee income by 2024 on the back of the exclusive partnership agreement that Alpha Holdings and the Issuer signed with Generali in December 2020. This partnership expands the Group's product offering across both the life and non-life segments with particular strategic focus on the retail offering and allows the Issuer to benefit from Generali's expertise combined with the Issuer's distribution capabilities.

Additionally, in relation to cards and payments fees, the Issuer aims to capitalise on the expected growth of Greek payment sector and its strategy is focused on attracting a strong partner going forward. In this context, on 11 November 2021 Alpha Holdings and Nexi announced that they had entered into a binding agreement for the establishment of a strategic partnership in respect of the MA Business through, inter alia: (i) the carve-out of the MA Business by the Issuer by way of a spin-off to the NewCo; (ii) the sale to Nexi of a 51 per cent. stake in the NewCo, subject to the satisfaction of certain conditions precedent; and (iii) the execution of a long-term marketing and distribution agreement by the parties, providing the NewCo with access to the Issuer's network, in order to distribute payment acceptance products and services to business customers of the Issuer in Greece. On 30 June 2022, following the satisfaction of conditions precedent, the strategic partnership was launched through the carve-out of the MA Business by way of a spin-off to the NewCo, which was renamed “Nexi Payments Greece S.A.”, and the sale of a 51 per cent. stake in the latter entity to Nexi.

RISK MANAGEMENT

Risk Management Framework

The Group has established a framework for the management of risks based on best practice and supervisory requirements in accordance with common European legislation and the current system of common banking rules, principles and standards. The Group aims to continuously improve such framework and apply it over time in order to be applied in a coherent and effective way in the daily conduct of the Group's activities within and across borders, thereby supporting the effectiveness of the corporate governance of the Group.

The Group's focus is to maintain the highest operating standards, ensure compliance with regulatory risk rules and retain confidence in the conduct of its business activities through sound provision of financial services.

Since November 2014, the Group has fallen under the SSM, which is the system of financial supervision and prudential regulation comprising the ECB and the Bank of Greece. In addition, as a significant credit institution, the Group is directly supervised by the ECB.

The SSM works in cooperation with the EBA, the European Parliament, the Eurogroup, the European Commission (**EC**), the competent national resolution authorities, the Single Resolution Mechanism (**SRM**), and the European Systemic Risk Board (**ESRB**), within their respective competencies.

The Group defines its risk management strategy through (a) the determination of the extent to which the Group is willing to undertake risks (risk appetite), (b) the assessment of the potential impacts of activities in the development strategies by defining the risk management limits, so that the relevant decisions balance the anticipated profitability with the potential losses and (c) the development of appropriate procedures for the implementation of this strategy through a mechanism which allocates risk management responsibilities and accountability between the Issuer units.

The Group's risk strategy and risk management framework are organised according to three lines of defence, which have a decisive role in its efficient operation. In particular:

- the business units of retail, wholesale, wealth banking and NPEs remedial management constitute the first line of defence and risk 'ownership', which identifies and manages the risks that arise when conducting banking business;

- the risk management unit and the compliance unit, which are independent from each other as well as from the first line of defence. They constitute the second line of defence in order to ensure objectivity in the decision-making process, to measure the effectiveness of these decisions in terms of risk conditions and to comply with the existing legislative and institutional framework, by monitoring internal regulations and ethical standards as well as the total view and evaluation of the total exposure of the Issuer and the Group to risk, based on established guidelines; and

- internal audit, which constitutes the third line of defence. As an independent function, it reports to the Board of Directors through the Audit Committee and audits the activities of the Group, including the risk management function.

Risk Management Governance

The Board of Directors is responsible for managing the affairs of Alpha Holdings and the Issuer and representing it vis-à-vis third parties. Further, it has the ultimate and overall responsibility for Alpha Holdings and the Issuer and defines, oversees and is accountable for the implementation of the governance arrangements within Alpha Holdings that seek to ensure effective and prudent management of Alpha Holdings and the Issuer. The Board of Directors of Alpha Holdings and the Issuer is responsible for approval of the risk strategy and

the risk appetite of Alpha Holdings and the Group and the regular monitoring of their implementation, with the support of the Risk Management Committee of the Board of Directors of Alpha Holdings (the **Risk Management Committee**).

Based on the selected risk appetite, the Board of Directors ensures that the levels of risk are well understood and communicated throughout the Group. The Board of Directors determines the risks that the Group may assume, the size of such risks, the limits on the Group's significant business operations and the basic principles for the calculation and measurement of such risks. For more information on the Risk Management Committee, please see the section entitled "*Directors and Management – Committees of the Issuer's Board of Directors – Risk Management Committee*".

The Risk Management Committee convenes at least once a month and recommends to the Board of Directors the approval of the Group's risk profile as well as the strategy on risk undertaking and risk and capital management. In accordance with the institutional framework, the Risk Management Committee, taking into account Alpha Holdings' and the Group's business strategy and adequacy of the technical (e.g. modelling tools, IT systems, etc.) and human resources available to implement the risk and capital strategy, is responsible for the communication of key aspects of the risk strategy throughout the Group, in terms of:

- the undertaking, monitoring and management of risks (market, credit, interest rate, liquidity, operational, concentration and other substantial risks) per category of transactions and customers and per risk level (i.e. country, profession, activity);
- the determination of the applicable maximum risk appetite on an aggregate basis for each type of risk and the further allocation of each of these limits per country, sector, currency, business unit, large exposures etc.; and
- the establishment of stop-loss limits or of other corrective actions.

Furthermore, the Risk Management Committee reviews and assesses the methodologies and models applied regarding the measurement of risks undertaken and ensures that there is an adequate level of communication among the Internal Auditor, the External Auditors, the Supervisory Authorities, the Audit Committee and the Board of Directors on risk management issues.

The General Manager and Group Chief Risk Officer (**CRO**) supervises the Risk Management Divisions and reports on a regular as well as *ad hoc* basis to the aforementioned management committees, the Risk Management Committee and the Board of Directors. With respect to credit risk, reporting to the aforementioned committees covers the following areas:

- the risk profile of portfolios by rating grade;
- the transition among rating grades (migration matrix);
- the estimation of the relevant risk parameters by rating grade, group of clients, etc.;
- the trends of basic rating criteria;
- the changes in the rating process, the criteria or in each specific parameter;
- the concentration risk (by risk type, sector, country, collateral, portfolio, name etc.);
- the evolution of gross loans, loans overdue by 90 days or more and NPEs and monitoring key performance indicators per segment on a Group basis;
- the cost of risk;

- the IFRS 9 staging transition of exposures per asset class; and
- the maximum risk appetite per country, sector, currency, business unit, limit breaches and mitigation plans.

Organisational Structure of Risk Management Divisions

Under the supervision of the CRO the following Risk Management Divisions operate within the Group and have been given the responsibility of implementing the risk management framework, according to the directions of the Risk Management Committee:

- Market and Operational Risk Division
- Credit Risk Data and Analysis Division
- Credit Risk Data Management Division
- Credit Risk Analysis Division
- Credit Control Division
- Credit Risk Policy and Control Division
- Credit Risk Methodologies Division
- Credit Risk Cost Assessment Division
- Climate and ESG Team
- Risk Models Validation Division
- Wholesale Credit Division
- Credit Workout Division
- Retail Credit Division

Committees

Risk Management Committee

For more information on the Risk Management Committee, please see the section entitled "*Directors and Management – Committees of the Issuer's Board of Directors – Risk Management Committee*".

The Committee consists of no fewer than three Members and no more than 40 per cent. of the total number of the Members of the Board of Directors of Alpha Holdings and the Issuer (rounded to the nearest whole number), excluding the representative of the HFSF. The exact number of the Members of the Committee is determined by the Board of Directors or the General Meeting of Shareholders. All Committee Members are Non-Executive Members of the Board of Directors, the majority of whom are independent (excluding the HFSF representative). The representative of the HFSF is a Member of the Committee. The Committee generally includes one Member of the Audit Committee to ensure proper sharing of information in common areas of interest.

The Chair of the Committee (the **RMC Chair**) is an Independent Non-Executive Member of the Board of Directors with significant experience in the financial banking sector. The RMC Chair cannot simultaneously act as Chair of the Board of Directors or of any other Board Committee.

All the Members of the Committee should have prior experience in the financial services sector and, individually and collectively, appropriate knowledge, skills and expertise concerning risk management and control practices. At least one Member (the **NPL Expert**) should have solid risk and capital management experience as well as familiarity with the local and the international regulatory framework. One Member is in charge of overseeing ESG issues.

The Chair and the Members of the Committee are appointed for a period of four years, by a resolution of the Board of Directors, on the recommendation of the Corporate Governance, Sustainability and Nominations Committee. The tenure of the Chair of the Committee should not normally exceed six years accumulatively from the time of his/her election. The Independent Non-Executive Members may be appointed for up to nine years from the date of their first appointment. To the extent possible, changes to the Committee's composition shall occur in a staggered manner.

The Risk Management Committee convenes at least once a month and may invite any Member of the Group's Management or Executive to attend its meetings. The CRO is a regular attendee of the Committee meetings and has unhindered access to the RMC Chair and Members of the Committee. The CRO, while administratively reporting to the Chief Executive Officer (**CEO**), shall report functionally to the Board of Directors through the Committee.

The Risk Management Committee assists the Board of Directors in achieving the following objectives:

- promoting a sound risk culture at all levels throughout the Issuer and the Subsidiaries (the **Group**), fostering risk awareness and encouraging open communication and challenge across the organisation;

- ensuring that the risk and capital management strategies correspond to the business objectives of the Issuer and the Group;

- ensuring that the Issuer and the Group adopt a well-defined risk appetite statement and framework, which are embedded across the organisation (including the NPEs/NPLs Management Unit) and cascade into limits per country, sector, and Business Unit. The Committee ensures that the risk appetite framework is fully aligned with the Issuer's and the Group's strategy, budget process, capital and liquidity planning, and remuneration framework and that the Issuer adequately embeds Environmental, Social and Governance (ESG) risks in the overall risk appetite statement and framework, business strategy and risk management framework;

- monitoring the achievement of objectives in risk management, especially in the areas of NPEs and capital ratio;

- overseeing the adequacy and effectiveness of the risk management policies and procedures of the Issuer and the Group;

- overseeing the implementation of effective mitigating and corrective measures, with regard to key areas of risk or risks exceeding the established thresholds, in cooperation with the Audit Committee, as appropriate; and

- ensuring that there is an adequate level of communication on risk management issues among the Internal Auditor, the External Auditors, the Supervisory Authorities, the Audit Committee and the Board of Directors;

- reviews regularly and recommends to the Board of Directors for approval the risk and capital management strategy, ensuring alignment with the business objectives of the Issuer and the Group. In this context, the Risk Management Committee considers the adequacy of the technical (e.g. modelling tools, IT systems, etc.) and human resources available to implement the risk and capital strategy and ensures the communication of key aspects of the risk strategy throughout the Group;

- reviews and recommends annually to the Board of Directors for approval the Group's risk appetite framework and statement, considering also ESG risks, i.e. the risks of any negative financial impact to the Issuer stemming from the current or prospective impacts of ESG factors on its counterparties, such as climate-related risks, and ensuring alignment with the Group's strategic objectives and capital allocation. In this context, the Risk Management Committee sets the Issuer's risk capacity, portfolio limits and tolerance in all key areas of the Issuer's activity The risk appetite framework is clearly communicated throughout the Group and articulated/monitored via a set of metrics;

- evaluates on an annual basis or more frequently, if necessary, the appropriateness of risk identification and measurement systems, methodologies and models, including the capacity of the Issuer's IT infrastructure to record, report, aggregate and process risk-related information;

- in each meeting, discusses a report by the CRO on the Issuer's and the Group's risk profile and performance against the risk appetite statement for the period, and the Key Risk Indicators set therein;

- collaborates with the Audit Committee as necessary on the effective oversight of the mitigation of certain key areas of risk, including climate-related or other ESG risks, and capital management and their repercussions on the Internal Control System. The Committee also convenes jointly with the Audit Committee to discuss and review issues relevant to the remediation plans from regulatory/supervisory assessments and certain operational risk or other issues of importance and common interest;

- recommends to the Board of Directors for approval high-level policies on the management of credit, market, liquidity, operational and other risks, including but not limited to the provisioning and the write-off policies. It also reviews policies potentially affected by ESG risks, including the (credit) policies for each sector and product;

- approves the nature, structure, format and frequency of risk reports to be submitted by the CRO to the Committee, and ensures regular and high-quality reporting by the CRO to the Board of Directors;

- keeps itself informed of recent regulatory developments, emerging supervisory expectations, the results of supervisory requests and the SREP conclusions;

- reviews regularly, at least annually, the Group's Internal Capital Adequacy Assessment Process (ICAAP) / Internal Liquidity Adequacy Assessment Process (**ILAAP**) and related target ratios and recommends their approval to the Board of Directors; and

- reviews the availability of resources for the conduct of firm-wide stress tests at least annually, approves the Issuer's firm-wide stress test scenarios, and considers the results of stress tests.

The Risk Management Committee periodically reviews reports on the implementation of risk policies and proposes to the Board of Directors amendments, modifications and corrective measures as necessary. In particular, the Committee, in coordination with the Audit Committee, takes into account relevant reports prepared by the Internal Audit Unit Division and the External Auditors regarding:

- the observance and the effectiveness of risk management policies and procedures, including credit procedures and the provisioning policy;

- the observance and the adequacy of policies and procedures in relation to the evaluation of the internal capital adequacy of the Issuer;

- the observance and the completeness of policies and procedures regarding the methodology for pricing loans, the impairment of assets and any possible alterations thereof during the fiscal year.

The Risk Management Committee reviews and assesses the methodologies and models applied pertaining to the measurement of undertaken risks and ensures that there is an adequate level of communication on risk management issues among the Internal Auditor, the external External Auditors, the supervisory Supervisory Authorities, the Audit Committee and the Board of Directors.

Compliance Division

The Compliance Division is responsible for managing the compliance risk of the Issuer and monitoring the compliance risk of Group companies. The Compliance Division reports to the General Manager - Chief Risk Officer for administrative matters and to the Board of Directors through the Audit Committee. The Compliance Division is subject to the audits conducted by the competent authorities and the Internal Audit Division as to the adequacy and effectiveness of its procedures in accordance with the provisions of the Group's Compliance Audit Programme.

The main responsibilities of the Compliance Division include:

- managing compliance risk and monitoring the implementation of the regulatory framework into the Issuer's activities;

- assessing compliance at a Group level;

- representing the Issuer before the competent authorities and communicating with them;

- preventing and combating money laundering and terrorism financing;

- preserving banking secrecy; and

- handling public authorities and third parties' requests.

The Compliance Division is administratively independent and has unrestricted access to all data and information necessary to fulfil its purpose. The Compliance Division develops the Group's Annual Compliance Programme, as well as the Group's Compliance Policies and Procedures Framework.

The Compliance Division cooperates with the Legal Services Divisions and the Market and Operational Risk Division, aiming to jointly address matters regarding compliance with the regulatory framework.

Compliance Units have been set up and operate in major Group companies located in Greece and abroad, under the supervision of a Compliance Officer.

Internal Audit

Internal Audit is an independent, objective assurance and consulting activity, designed to add value and improve the operations of the Group. The Internal Audit unit reports functionally through the Audit Committee to the Board of Directors and administratively to the Managing Director – CEO.

Internal Audit performs audits regarding the adequacy and effectiveness of the Group's internal control systems and the secure and efficient operation of the Group's information systems, in accordance with the regulatory framework.

Internal Audit creates a risk-based internal audit plan, consistent with the Group's goals, on an annual basis, to determine the priorities of the Internal Audit's assurance engagements. This process takes into account the results of a documented annual risk assessment, regulatory requirements, extraordinary developments in the overall economic environment as well as the input or any requests made by the Board of Directors and management.

The annual audit plan is approved by the Board of Directors through the Audit Committee and may be reviewed and adjusted if there are any unanticipated risks that could affect the organisation.

The audit results are communicated to the audited units and action plans are agreed. The implementation of the action plans is periodically followed-up by Internal Audit.

The results of the audit engagements, the follow-up process as well as the implementation of the audit plan are communicated periodically (at least every quarter) to the Audit Committee.

Internal Audit also:

- designs and implements appropriate organisational structure, policies, procedures and practices in compliance with the International Professional Practices Framework and best practice;
- develops and supports audit programmes and the audit methodology of information systems, as defined by the regulatory framework, the relevant international standards and best practices;
- assesses the cyber security risk and management's response capabilities, with a focus on shortening response time and performs ad hoc audits of incidents that could negatively impact the organisation and customers, both financially and in terms of reputation;
- performs investigative audits, when there is evidence that the interests of the Group are harmed; and
- assesses the adequacy and effectiveness of the Group's internal control systems and submits an annual report, through the Audit Committee, to the Board of Directors according to the regulatory framework.

In the context of continuous improvement, Internal Audit has established and performs a Quality Assurance and Improvement Program (**QAIP**), in order to assure the quality of its activities. The QAIP program includes assessments (internal and external) that cover the entire operation of Internal Audit and consists of the below three components:

- continuous assessment of audit planning, guidance, documentation, review and preparation of audit reports;
- periodic quality assessments which focus on the general operation of Internal Audit units;
- measurement of performance with Key Performance Indicators (**KPIs**), which are used to continuously monitor Internal Audit units using pre-defined criteria; and
- An assessment of the adequacy of the Group's internal control systems, in accordance with the Issuer of Greece's Governor's Act 2577/9.3.2006, as amended and in force, is also performed every three years by external auditors, other than the statutory auditors.

Specific Risks

Credit Risk

Credit risk arises from a borrower's or counterparty's potential inability to fulfil its obligations to the Group due to the worsening of its creditworthiness, particularly within a deteriorating credit and macroeconomic environment.

The primary objective of the Group's strategy for credit risk management, in order to maximise its risk-adjusted performance, is the continuous, timely and systematic monitoring of the loan portfolio and the maintenance of credit risks within the framework of acceptable overall risk limits. At the same time, the conduct of daily business within a clearly defined framework of granting credit is monitored.

The framework of the Group's credit risk management is developed based on a series of credit policy processes, systems and models for measuring, monitoring and validating credit risk. These models are subject to an ongoing review process in order to ensure compliance with the current institutional and regulatory framework, international best practices and their adaptation to the respective economic conditions and to the nature and extent of the Group's business. Dedicated departments develop credit rating and evaluation models in order to ensure that they are available for day-to-day credit processing at the various Business Units. The independent Risk Models Validation Division is responsible for validating the credit risk, market risk, interest rate risk, liquidity and operational risk models and methodologies.

Credit Risk Management Framework

The Group has set a clear credit risk undertaking and management strategy that, in line with its business goals, reflects the risk tolerance and the profitability levels the Group expects to achieve with regard to the risks undertaken.

The credit risk management framework evolves according to the following objectives:

- the independence of the credit risk management operations from the risk undertaking activities and from the officers in charge;
- the complete and timely support of Business Units during the decision-making process;
- the continuous and regular monitoring of the loan portfolio, in accordance with the Group's policies and procedures that ensure a sound credit approval process;
- the monitoring of the credit risk profile in accordance with the credit risk appetite, which encompasses credit quality (expected loss) and credit risk concentration (limits on single names, industries and geographical regions);
- the conduct of a controls framework that ensures credit risk undertaking is based on sound credit risk management principles and well-defined, rigid credit standards;
- the accurate identification, assessment and measurement of the credit risk undertaken across the Issuer and the Group, at both individual credit and lending portfolio levels;
- the approval of every new credit facility and every material change of an existing credit facility (such as its tenor, collateral structure or major covenants) by the appropriate authority level;
- the assignment of the credit approval authority to the Credit Committees in charge, which consist of Executives from both the Business and Credit Units, with sufficient knowledge and experience in the application of the Issuer's internal policies and procedures; and

- the measurement and assessment of all credit exposures of the Issuer and the Group companies to businesses or consolidated business groups as well as to their proprietors, in line with regulatory requirements.

The aforementioned objectives are achieved through a continuously evolving framework of methodologies and systems that measure and monitor credit risk, using a series of credit risk approval, credit risk concentration analysis and review, early warning for excessive risk undertaking and problem debt management processes. This framework is readjusted regularly according to the challenges of the prevailing economic circumstances and the nature and scope of the Group's business activities.

Following the Russia/Ukraine conflict, the Issuer has in place a robust early warning mechanism, which has been activated in the early beginning of the war between Russia and Ukraine by developing a methodological approach for identifying potentially impacted sectors. The assessment is dynamic considering, on the one hand, the Issuer's clientele reaction to the crisis and, on the other hand, how the trajectory of the Greek economy evolves. Competent credit committees were informed timely, regardless of the next review date of the customer, in order to review the credit standing of our customers, based on the sectorial assessment. Moreover, at the discretion of the competent Committee, sensitivity analysis is carried out for the evolution of the basic financial data of companies. The aforementioned data informed both the rating and the impairment process, including the staging classification.

In addition, the energy crisis also constitutes a significant factor for credit policy amendments and early warning triggers for both retail and wholesale banking customers. Additionally, specific Guidelines had been shared to Relationship Managers and competent Committees for the Obligor assessment due to the increase in the inflation and interest rates.

Regarding the Households, their disposable income is stressed, in order to address the high inflation rates, the interest rate increases and the energy cost, considering the Government supportive measures.

In any case, the Issuer closely monitors the unfolding crisis and the related macroeconomic events and assesses the impact on its business, financial position and profitability.

Under this framework and with the primary objective to further strengthen and improve the credit risk management framework the following actions have been implemented:

- update of wholesale and retail banking credit policies manuals in Greece and abroad taking into account the supervisory guidelines for credit risk management issues as well as the Group's business strategy;

- continuous strengthening of the second line of defence control mechanisms in order to ensure compliance with credit risks policies at Bank and Group level;

- ongoing validation of the risk models in order to ensure their accuracy, reliability, stability and predictive power;

- Adjustments on the sectorial assessment outlook, considering more data points coming either from the macroeconomic environment or the dynamic interaction with Bank's clientele, regarding the Russia / Ukraine war effects in the Greek economy sectors.

Other steps the Group is taking or has taken in respect of credit risk include:

- Update of Credit Policy Manuals for Wholesale Banking and Retail Banking in Greece and abroad, taking into account the supervisory guidelines for credit risk management issues and the Group's business strategy as well as the Guidelines of the European Banking Authority regarding the loan origination and monitoring (EBA/GL/2020/06).

- Development of a specific Credit Policy, which defines the criteria and conditions for the evaluation of new lending to enterprises through Hellenic Recovery and Resilience Facility (RRF) Program.

- Integration of the digitalization of retail credit decisioning project, through all retail banking product distribution channels for consumer loans, credit cards and housing loans portfolios.

- Implementation of the business specifications in the context of the project for the digitalization and automation of retail credit decisioning process, for small business loans portfolios.

- Update of the Credit Risk Early Warning Policy by enriching triggers related to energy crisis assessment and monitoring leveraged transactions.

- periodic stress test exercises as a tool for assessing the impact of various macroeconomic scenarios on business strategy formulation, business decisions and the Group's capital position. Crisis simulation exercises are conducted in accordance with the requirements of the supervisory framework and constitute a key component of the Group's credit risk management strategy.

Additionally, the following actions are in progress in order to enhance and develop the internal system of credit risk management:

- Development of a dedicated reporting Datamart (R1) that will service OSI requirements such as Credit Risk Loan Tapes and other granular level datasets.

- Continuous upgrade of Credit Risk Datamarts in terms of data quality, bug fixing, new fields and algorithms enhancement.

- Continuous strengthening of the control and monitoring mechanism of new financing for the entire Retail Banking and Wholesale Banking portfolios and in particular the automatic decision-making mechanism for Retail Banking (**THALIS**).

- Continuous upgrade of databases for performing statistical tests in the Group's credit risk rating models.

- Upgrade and automation of the aforementioned process in relation to the wholesale and retail banking credit by using specialized statistical software.

- Reinforcing the completeness and quality control mechanism of crucial fields of wholesale and retail credit for monitoring, measuring and controlling credit risk.

- A project for the transition from the existing rating systems to the new group credit rating platform.

Market Risk

Market risk is the risk of losses arising from unfavourable changes in the value or volatility of interest rates, foreign exchange rates, stock exchange indices, equities and commodities. Losses may occur either from the trading portfolio or from the management of assets and liabilities.

The market risk in the Issuer's trading portfolio is measured by Value at Risk (**VaR**). The method applied for calculating VaR is historical simulation with full revaluation using the 99th percentile and one tailed confidence interval. The historical observation period is one year at minimum. Risk factor returns are calculated according to the absolute or relative approach. A holding period of one and ten days is applied for regulatory purposes. Additional holding periods may be applied for internal purposes, according to the time required for the liquidation of the portfolio.

In line with regulatory requirements, back-testing is performed on a daily basis for the Issuer's prudential trading book through the use of hypothetical and actual outcomes by monitoring the number of times that the trading outcomes exceed the corresponding risk measure. According to best practices, the model is validated by an independent unit at the Issuer on an annual basis.

The VaR methodology is complemented with scenario analysis and stress testing, in order to estimate the potential size of losses that could arise from the trading portfolio for hypothetical as well as historical extreme movements of market parameters.

Within the scope of market risk control, exposure limits, maximum loss (stop loss) and VaR limited have been set across trading positions.

In particular, limits have been set for the following risks:

- foreign currency risk regarding spot and forward positions and foreign exchange options;
- interest rate risk regarding positions on bonds and interest rate swaps, interest futures and interest options;
- price risk regarding positions in equities, index futures and options, commodity futures and swaps; and
- credit risk regarding interbank transactions and bonds.

Positions held in these products are monitored on a daily basis and are examined for the corresponding limit percentage cover and for any limit excess.

Foreign Exchange Risk

The Group is exposed to fluctuations in foreign exchange rates. The general management sets limits on the total foreign exchange position as well as on the exposure by currency.

The management of the foreign currency position of the Issuer and the Group is centralised.

The policy of the Group is for the positions to be closed immediately using spot transactions or currency derivatives. In the case that positions are still open, they are monitored daily by the competent department and are subject to limits.

Interest Rate Risk of the Banking Book

In the context of analysis of the banking portfolio, interest rate gap analysis is performed. The main measure of interest rate risk is the interest risk gap for each currency, which represents the re-pricing schedule showing assets, liabilities and off-balance sheet exposures by time band according to their maturity (for fixed rate instruments), or next re-price date (for adjustable/ floating rate instruments). The interest rate gap incorporates assumptions about the interest rate run-off for products without predefined maturities (sight deposits, savings, working capital, credit cards etc.) or other balance sheet items which exhibit strong behavioural characteristics. Statistical modelling is a widely accepted methodology used in determining a run-off profile for items of this type and is required when the future behaviour of an item cannot be directly predicted by reference to its contractual characteristics.

The earning at risk is calculated by using constant balance sheet while economic value is calculated by considering each account until maturity. Furthermore and in the context of IFRS 9 requirements, the economic value for (i) loans which failed the "Solely Payments of Principal & Interest" requirement under IFRS 9 and (ii) purchased or originated credit impaired loans are calculated.

In addition interest rate sensitivity analysis of the Issuer/Group balance sheet through interest rate risk stress shocks takes place on a monthly basis examining the impact of unexpected economic losses caused by changes in interest rates.

According to BIS standards concerning interest rate limits on the banking book, the Issuer implements limits on a consolidated basis in terms of both economic value and earnings. Economic value measures compute a change in the net present value of the Issuer's assets, liabilities and off-balance items subject to specific interest rate shock scenarios that affect future levels of a bank's own equity capital, while earning based measures focus on changes to future profitability within a time horizon of one year. Additionally, economic value measures reflect changes in value over the remaining life of assets, liabilities and off-balance sheet items while earnings-based measures cover only the short to medium term.

Liquidity Risk

Liquidity risk is defined as the risk to earnings arising from the Group's inability to meet its obligations as they become due, or fund new business, without incurring substantial losses, as well as the inability to manage unplanned contraction or changes in funding sources. Liquidity risk also arises from the Group's failure to recognise or address changes in market conditions that affect its ability to liquidate assets quickly and with minimal loss in value. Liquidity risk is also a balance sheet risk, since it may arise from banking book activities. A substantial portion of the Group's assets has historically been funded by customer deposits and bonds issued by the Group. Additionally, in order to extend the period and diversify the types of lending, the Issuer is also financed by issuing securities to the international capital markets and borrowing from the system of central banks. Total funding can be divided into: (i) customer deposits; and (ii) wholesale funding.

Liquidity monitoring is conducted through the use of a range of liquidity metrics for the measurement and analysis of liquidity risk. These metrics show the Group's day-to-day liquidity positions and structural liquidity mismatches, as well as its resilience under stressed conditions. In respect of the metrics for monitoring medium-long term liquidity risk exposure, the Issuer performs liquidity gap analysis for the Issuer, the subsidiaries abroad and for the Group on a monthly basis. Cash flows from all assets and liabilities are classified into time buckets, according to their contractual terms. Exceptions to the above rule are loans (i.e. overdraft accounts working capital) and customer deposits (i.e. savings and current accounts) that do not have contractual maturity and are allocated according to their transactional behaviour (convention). Additionally, unencumbered securities are distributed according to their contractual maturity, taking into account relevant factors (haircuts).

Operational Risk

Operational risk is the risk of loss arising from inadequate or ineffective internal procedures, systems and people or from external events, including legal risk.

The Operational Risk Committee and Internal Control Committee is responsible for the approval of the Group policy on operational risk management and has an oversight role in its implementation. The operational risk management policy is applicable to all units of the Group in Greece and abroad.

Consistent activities for assessment, monitoring and management of operational risk have been introduced in all bank units. Based on the results of risk assessment, action plans are scheduled in order to mitigate critical operational risks. The Group has purchased several insurance policies such as bankers blanket bond, directors and officers liability, cyber crime bond and various property-related insurance policies in order to further minimise the Group's exposure to operational risks. In addition, the Group actively monitors its operational risk profile through dedicated units and appropriate governance structures. As regards the calculation of the regulatory capital requirements for operational risk, the Group applies the standardised approach specified in Basel III, EU law, and the relevant regulations and decisions of the Bank of Greece.

Counterparty Risk

Counterparty risk for the Group stems from its over-the-counter transactions, money market placements and customer repos/reverse customer repos and arises from an obligor's failure to meet its contractual obligations before the final settlement of the transaction's cash flows. A loss would occur if the transaction or the portfolio of transactions with the counterparty has a positive value at the time of default.

The Group seeks to reduce counterparty risk by standardising relationships with counterparties through ISDA and GMRA contracts, which encompass all necessary netting and margining clauses. Additionally, for almost all active counterparties that are financial institutions, CSAs have been put into effect, so that net current exposures are managed through margin accounts on a daily basis, through the exchange of cash or debt securities collateral.

The Group avoids taking positions on derivative contracts where the values of the underlying assets are highly correlated with the credit quality of the counterparty.

The estimation of counterparty exposure depends on the type of the financial product. Risk weights are defined for every applicable category of counterparty risk regarding each product across operations such that the weighted nominal amount corresponds to the actual counterparty exposure in terms of loan equivalent risk (i.e. the amount at risk if the counterparty does not uphold their contractual obligations).

For the efficient management of counterparty risk, the Issuer has established a framework of counterparty limits. Counterparty limits are submitted for approval by the competent Credit Committee. The credit evaluation takes into consideration all the available credit ratings provided by external rating agencies and/or the internal Group evaluation of the counterparty's credit rating if no external data are available, and their effective dates and the existence or risk mitigating measures (for example ISDA, CSA).

Counterparty limits apply to all financial instruments in which the Issuer's Treasury department is active in the interbank market. The limits framework is revised according to the business needs of the Issuer and the prevailing conditions in international and domestic financial markets. A similar limit structure for the management of counterparty risk is enforced across all of the Group's subsidiaries.

Climate – Related, Environmental – Social and Governance (ESG) Risks

The Issuer, acknowledging the potential implications of climate change in economic activity, which in turn affects the financial system, has developed a comprehensive action plan, submitted to the ECB in May 2021 as to how it will incorporate the climate risk assessment in its operations and risk management process.

In that context, in alignment with the ECB expectations and in the context of the action plan submitted to the ECB in May 2021, the Issuer has incorporated in its Risk Appetite Framework the following qualitative statements on climate risks in the context of credit risk:

- the Issuer is committed to integrate climate risks into its overall risk management framework. In this context, the Issuer regularly monitors its exposure concentration in climate-sensitive sectors and areas of its loan portfolio;

- the Issuer aims to enhance its due diligence process with respect to the assessment of its clients' ESG/climate risk profile, through the collection of relevant information. In this context, the Issuer will take initiatives to encourage its clients to clearly define and communicate their client related commitments and to develop and execute effective strategies to mitigate climate risks;

- the Issuer aims to finance its counterparties' green / sustainable transition both in the short-term and in the long-term;

- the Issuer, to the extent possible, will start collecting EPC rating certificates from its clients, in order to monitor the energy performance class of its real estate secured exposures; and

- the Issuer already applies an exclusion list in line with the Environmental and Social Exclusion List developed by the European Bank for Reconstruction and Development (**EBRD**), for the avoidance of financing, directly or indirectly, specific activities considered as harmful to the environment and society, such as thermal coal mining or coal-fired electricity generation capacity; upstream oil exploration; and upstream oil development projects, except in rare and exceptional circumstances where the proceeds of the project exclusively target the reduction of greenhouse gas emissions or flaring from existing producing fields.

- Within 2022 the Issuer has incorporated ESG in its regular risk identification process and has also performed a materiality assessment, taking into account both financial materiality, as well as qualitative factors, such as the perceived impact on the environment and society and potential reputational-related aspects, in alignment with the "double materiality" principle.

- Finally, the Group ESG governance model, that was developed in 2021 to ensure effective management of sustainability issues, was further enhanced, by the establishment of expert teams with advanced skills in specific areas, such as the Climate & ESG Risk Team and the Sustainability Strategy lead in the Strategy Division. It is noted that central to ESG Governance structure is the Group Sustainability Committee, which supports the Board of Directors in overseeing ESG topics, steers the Group's ESG strategy and oversees its implementation. The Board of Directors and its Committees have oversight of all ESG issues and the refocused Corporate Governance, Sustainability and Nominations Committee has taken over the overall ownership of the Sustainability performance. At the Management level, a Group Sustainability Committee has been established in order to steer the Company's ESG strategy. Finally, an ESG Working Group has also been established in order to execute key initiatives, along with a Group ESG Coordinator.

DIRECTORS AND MANAGEMENT

Management and Corporate Governance of the Issuer

The main administrative, management and supervisory bodies of the Issuer are the Board of Directors and the Committees of the Board of Directors (namely the Audit Committee, the Risk Management Committee, the Remuneration Committee and the Corporate Governance, Sustainability and Nominations Committee) as well as the Executive Committee. The business address for all members of the administrative, management and supervisory bodies of the Issuer (including each Member of the Board of Directors) is 40 Stadiou Street, GR-105 64 Athens, Greece.

Board of Directors of the Issuer

According to its Articles of Incorporation, the Issuer is managed by a Board of Directors consisting of no less than nine and no more than fifteen Members (only odd numbers are allowed, while an even number can be accepted temporarily for a justified reason), including Executive and Non-Executive Members in accordance with the provisions of the applicable legislation and the Relationship Framework Agreement (**RFA**) signed between Alpha Holdings (the parent of the Issuer) and the Hellenic Financial Stability Fund. A legal entity may also participate in the Board of Directors as a Member, pursuant to article 77 par. 4 of Greek Law 4548/2018. The Members are elected by the General Meeting of Shareholders of the Issuer and may be re-elected and removed or replaced at any time.

The capacity of the Members of the Board of Directors as Executive or Non-Executive is determined by the Board of Directors.

The Independent Non-Executive Members are elected by the General Meeting and are not less than 50 per cent. of the total number of the Members of the Board of Directors. Should this number be a fraction, it is rounded down to the nearest integer.

Pursuant to the HFSF Law, a representative of the HFSF participates as a Member to the Board of Directors. Such Member's responsibilities are determined by the HFSF Law and the New RFA with the HFSF.

Failure on the part of a Member to attend meetings of the Board of Directors for a total of six (6) months per year, without a valid reason, shall be construed as resignation therefrom and such resignation shall be finalised as of the date of the resolution of the Board of Directors ascertaining the Member's failure to attend the Board meetings as above.

The Board of Directors elects from among its Members, by absolute majority of the present and/or represented Members, the Chair and the Chief Executive Officer (**CEO**). In addition, the Board of Directors may elect a Vice-Chair or Vice-Chairs, and/or Deputy CEOs and/or General Managers and/or Executive General Managers and their deputies.

Furthermore, the Board of Directors appoints the Executive and the Non-Executive Members, apart from the Independent Non-Executive Members, in accordance with the applicable legislation and assigns competencies which may be modified by a resolution of the same body.

The Board of Directors resolves on all matters concerning management and administration of the Issuer except those which, under the Articles of Incorporation or under applicable law, are the sole prerogative of the General Meeting of Shareholders. The Board of Directors is convened by invitation of the Chair or at the request of at least two Members. The representative of the Hellenic Financial Stability Fund has the authority to convene an extraordinary meeting if the Chair has not convened such a meeting within seven days from the submission of the relevant request by the Hellenic Financial Stability Fund representative. In this case, the meeting is convened within five days from the expiration of the seven-day period. The representative of the Hellenic

Financial Stability Fund may request an adjournment of any meeting of the Issuer's Board of Directors for three business days, until instructions are given by the Hellenic Financial Stability Fund's Executive Board. Such right may be exercised by the end of the meeting of the Issuer's Board of Directors. Subject to article 107 of Greek Law 4548/2018, the Members of the Board of Directors have no personal liability vis-à-vis Shareholders or third parties and are liable only towards the Issuer in connection with the administration of its corporate affairs. The resolutions of the Board of Directors shall be passed by absolute majority of the Members present or duly represented, unless otherwise stipulated by the Issuer's Articles of Incorporation or the law and subject to the provisions of Law 3864/2010, as in force, on the HFSF's special veto rights. In case there is no unanimous decision, the views of the minority shall be recorded in the Minutes.

A Member who is absent from a meeting for any reason whatsoever may be represented by another Member of the Board of Directors the absentee has authorised via a letter, a telex, a cable, a telefax or an e-mail addressed to the Board of Directors. A Member of the Board of Directors may represent only one absent Member.

The Board of Directors achieves a quorum and convenes validly when at least half of its Members plus one are present or represented. In any case, the number of Members personally present either physically, by videoconference or by teleconference may never be less than six.

The Board of Directors was elected by the Extraordinary General Meeting of Shareholders held on 22 July 2022 and was constituted in body as per the Board resolution of 22 July 2022.

Under the HFSF Law, the HFSF is entitled to appoint a representative on the Board of Directors of Greek credit institutions that have received recapitalisation funds from the HFSF. In line with this, the Board of Directors of Alpha Holdings, at its meeting on 26 April 2018 (then operating as a licensed credit institution under the name "Alpha Bank S.A." and predecessor to the banking business of the Issuer), elected a Member, in accordance with the HFSF Law, article 10, paragraph 2, as representative and upon instruction of the HFSF (currently, Mr. Johannes Herman Frederik G. Umbgrove).

In the event of death, resignation or loss of the capacity of a Member or Members of the Board of Directors in any other way, the Board of Directors may elect replacements for the existing vacancies. The respective election shall be implemented by a resolution of the remaining Members of the Board of Directors, provided that they are at least three, and shall be valid for the remainder of the tenure of the replaced Members.

In any case, the remaining Members of the Board of Directors may carry on with the management and representation of the Issuer, without replacing the missing Members, provided that the number of the remaining Members exceeds half of the Members of the Board of Directors as those were before any of the aforementioned events occurred and is not lower than three.

The Board of Directors represents the Issuer and is qualified to resolve on every action concerning its management, the administration of its property and the promotion of its scope of business in general.Indicatively, the Board of Directors is qualified to resolve on issues, which, in accordance with the law or the Articles of Incorporation, do not fall within the exclusive competence of the General Meeting.

The Board of Directors may, following a resolution, delegate, in whole or in part, the management and/or the representation of the Issuer to one or more persons, Members of the Board of Directors, Executives or Employees of Issuer or third parties, while defining simultaneously with the above resolution, the extent of the relevant delegation as well as the possibility to further assign the powers granted.

Current Board of Directors of the Issuer

The following table sets forth the position of each Member and his/her status as an Executive, Non-Executive or Independent Non-Executive Member (as of the date of this Base Prospectus).

Position	Name	Principal outside activities
Non-Executive Member:		
Chair	Vasileios T. Rapanos	Chairman of the Board of Directors of the Hellenic Bank Association Member of the Board of Directors and of the Executive Committee of the Foundation for Economic and Industrial Research (IOBE) Chairman of the Board of Directors of the Cultural Foundation of Alpha Bank Member of the Board of Directors of the Citizens' Movement for an Open Society (Non-profit association) Vice-chairman of the Board of Directors of Biomedical Sciences and Technologies S.A. IVET, S.A. (BMS TECH S.A.) Vice-chairman of the Board of Directors of EDAPA, S.A., the Company for the Management and Development of the Academy's Property.
Executive Members:		
CEO	Vassilios E. Psaltis	Member of the Board of Directors and of the Executive Committee of the Hellenic Federation of Enterprises (SEV) Member of the Board of Directors of the Hellenic Bank Association
General Manager- Growth and Innovation	Spyros N. Filaretos	Member of the Board of Directors of Alpha Bank London Ltd Chair of the Board of Directors of the Efstathia J. Costopoulos Foundation Member of the Board of Directors of the Cultural Foundation of Alpha Bank
Non-Executive Members:		
Member	Efthimios O. Vidalis	Non-Executive Member of the Board of Directors of Titan Cement Company S.A. Non-Executive Member of the Board of Directors of Fairfield-Maxwell Ltd

		Non-Executive Member of the Board of Directors of Eurolife FFH Insurance Group Holdings S.A.
		President of the Executive Committee and Member of the Board of Directors of the Hellenic Federation of Enterprises (SEV)
		Member of the Board of Directors of the ALBA Graduate School of Business Administration in Athens
		Vice chairman of the Board of Directors of Solidarity Now (NGO)
Independent Non-Executive Members:		
Member	Elli M. Andriopoulou	Chairwoman and Managing Director of Stavros Niarchos Foundation Cultural Center (SNFCC)
Member	Aspasia F. Palimeri	Member of the BoD of the Foundation for Economic and Industrial Research (IOBE)
Member	Dimitris C. Tsitsiragos	Member of the Board of Directors of Titan Cement International
Member	Jean L. Cheval	Member of the Board of Directors of EFG-Hermès, Egypt
		Chairman of the Steering Committee of Natixis Algérie
		Chairman of the Natixis Foundation for Research and Innovation
		Senior Adviser of Natixis
Member	Carolyn G. Dittmeier	Chair of the Board of Statutory Auditors of Assicurazioni Generali SpA
		Member of the Board of Directors of Illycaffè SpA
		Member of the Board of Statutory Auditors of Moncler SpA
		Member of the Board of Statutory Auditors of the University of Bologna Foundation
Member	Richard R. Gildea	Member of the Board of Advisers at the Johns Hopkins University School of Advanced International Studies

Member	Elanor R. Hardwick	Member of the Board of Directors of Axis Capital Holdings Ltd, Axis Specialty Europe, Axis Re Europe, Axis Managing Agency Ltd Member of the Advisory Board of Concirrus Member of the Supervisory Council of Luminor Group
Member	Shahzad A. Shahbaz	Group Chief Investment Officer (CIO) of Al Mirqab Holding Co Member of the Board of Directors of El Corte Inglés S.A. Member of the Board of Directors of Seafox

Non-Executive Member (pursuant to the provisions of Law 3864/2010)

Member	Johannes Herman Frederik G. Umbgrove	Chairman of the Supervisory Board of Demir Halk Bank N.V. Member of the Supervisory Board of Lloyds Bank GmbH Member of the Management Committee of the Aston Martin Owners Club Director of the Parel van Baarn Foundation

Biographical Information

Below are brief CVs of the Members of the Board of Directors

Members of the Board of Directors

Chair

(Non-Executive Member)

Vasileios T. Rapanos

Year of birth: 1947

Nationality: Hellenic

He is Professor Emeritus at the Faculty of Economics of the University of Athens and has been an Ordinary Member of the Academy of Athens since 2016. He studied Business Administration at the Athens School of Economics and Business (1975) and holds a Master's in Economics from Lakehead University, Canada (1977) and a PhD from Queen's University, Canada. He was Deputy Governor and Governor of the Mortgage Bank (1995-1998), Chairman of the Board of Directors of the Hellenic Telecommunications Organization (1998-

2000), Chairman of the Council of Economic Advisors at the Ministry of Economy and Finance (2000-2004), member of the Board of Directors of the Public Debt Management Agency (PDMA) (2000-2004) as well as Chairman of the Board of Directors of the National Bank of Greece and of the Hellenic Bank Association (2009-2012). In October 2021 he was re-elected as Chairman of the Board of Directors of the Hellenic Bank Association. He has been the Chair of the Board of Directors since May 2014.

Executive Members

CEO

Vassilios E. Psaltis

Year of birth: 1968

Nationality: Hellenic

He holds a PhD in Banking and a MA in Business and Banking from the University of St. Gallen in Switzerland. He held various senior management positions at ABN AMRO Bank's Financial Institutions Group in London and at Emporiki Bank wherein he has worked as Deputy (acting) Chief Financial Officer. He joined Alpha Bank in 2007. In 2010 he was appointed Group Chief Financial Officer (CFO) and in 2012 he was appointed General Manager. Through these posts, he spearheaded capital raisings of several billions from foreign institutional shareholders, diversifying the Issuer's shareholder base, as well as significant mergers and acquisitions that contributed to the consolidation of the Greek banking market, reinforcing the position of the Issuer. He has been a Member of the Board of Directors since November 2018 and Chief Executive Officer since January 2019. In 2019 he was elected member of the Institut International d' Études Bancaires (IIEB). He is a Member of the Board of Directors and of the Executive Committee of the Hellenic Federation of Enterprises (SEV) since July 2021.

General Manager

Spyros N. Filaretos

Year of birth: 1958

Nationality: Hellenic

He studied Economics at the University of Manchester and at the University of Sussex. He joined Alpha Bank in 1985. He was appointed Executive General Manager in 1997 and General Manager in 2005. From October 2009 to November 2020 he served as Chief Operating Officer (COO). In December 2020 he was appointed General Manager – Growth and Innovation. He has been a Member of the Board of Directors since 2005.

Non-Executive Members

Efthimios O. Vidalis

Year of birth: 1954

Nationality: Hellenic

He holds a BA in Government from Harvard University and an MBA from the Harvard Graduate School of Business Administration. He held several leadership positions for almost 20 years at Owens Corning, where he served as President of the Global Composites and Insulation Business Units. He joined S&B Industrial Minerals S.A. in 1998 as Chief Operating Officer (1998-2001), became the first non-family Chief Executive Officer (2001-2011) and served on the Board of Directors for 15 years. He was a member of the Board of

Directors of Future Pipe Industries (Dubai, U.A.E.) from 2008 to 2019, Chairman of the Board of Directors of the Greek Mining Enterprises Association (2005-2009) and member of the Board of Directors of the Hellenic Federation of Enterprises (SEV) from 2006 to 2016, where he served as Vice Chairman (2010-2014) and as Secretary General (2014-2016). Furthermore, he is the founder of the SEV Business Council for Sustainable Development and was the Chairman thereof from 2008 to 2016. He was elected President of the Executive Committee of SEV during the Annual General Meeting, held in June 2020. He is a non-executive member of the Board of Directors of Titan Cement Company S.A., Fairfield-Maxwell Ltd (U.S.A.) and non-executive independent member of Eurolife FFH Insurance Group Holdings S.A. He has been a Member of the Board of Directors since May 2014. He is a Member of the Audit Committee and of the Corporate Governance, Sustainability and Nominations Committee.

Independent Non-Executive Members

Elli M. Andriopoulou

Year of birth: 1975

Nationality: Hellenic

She holds a BA in Psychology from the American College of Greece (Deree College) and an MBA from the Kellogg School of Management, Northwestern University (USA). She commenced her career at Citibank NA (Athens, Greece) (1997-1999) and then worked as a consultant (2000-2003) at Mercer Management Consulting (currently Oliver Wyman), (USA). Afterwards, she re-joined Citibank International Plc (Athens, Greece) (2004-2012), where she held various positions, including those of Sales Development Manager, Branch Expansion Project Manager, Strategy and Development Manager, Customer Interaction Unit Head, Customer Advocacy and Segment Management Head as well as Marketing Director. Subsequently, she served as Co-Chief Operating Officer (2013) at the Stavros Niarchos Foundation, as Chief Operating Officer (2014-2015) of the Stavros Niarchos Foundation Cultural Center (SNFCC) and as SNFCC Grant Manager (2016-2020). Since 2020, she has been Chairwoman and Managing Director of the SNFCC. She has been a Member of the Board of Directors since January 2022. She is a Member of the Audit Committee and of the Corporate Governance, Sustainability and Nominations Committee.

Aspasia F. Palimeri

Year of birth: 1973

Nationality: Hellenic

She holds a BA in Accounting and Finance from the American College of Greece (Deree College) (1995) and an MBA in Finance and Marketing from the Columbia Business School (New York, USA) (2000). She commenced her career at Citibank NA (Athens, Greece) (1995-1996) and Eurobank Cards S.A. (Athens, Greece) (1996-1998). After acquiring her MBA, she joined McKinsey & Company (Athens, Greece), where she worked as an Associate Consultant (2000-2001) and as a Junior Engagement Manager (2001-2002), supporting strategic projects for leading Greek banks and corporates. Subsequently, she re-joined Eurobank Cards S.A. as the Group Product Manager for Loans (2002-2005) and as the company's Marketing Manager (2005-2010). She also served as the Cards Business Manager at Marfin Egnatia Bank (Athens, Greece) (2010-2013) and as the Deposit and Investment Products Senior Director at Piraeus Bank (Athens, Greece) (2013-2016). From 2016 to May 2022, she was the Country Manager for Greece, Cyprus and Malta at Mastercard, being responsible for the market share growth and the strategic development of these markets. Since 2021, she has been a member of the Board of Directors of the Foundation for Economic & Industrial Research (IOBE). She has been a Member of the Board of Directors since July 2022. She is a Member of the Risk Management Committee and of the Remuneration Committee.

Dimitris C. Tsitsiragos

Year of birth: 1963

Nationality: Hellenic

He holds a BA in Economics from Rutgers University and an MBA from the George Washington University. He completed the World Bank Group Executive Development Program at the Harvard Business School. He spent 28 years at the International Finance Corporation (IFC) – World Bank Group. He held progressive positions in the Oil, Gas and Mining and in the Central and Eastern Europe Departments, including the positions of Manager, Oil and Gas, and Manager, Manufacturing and Services, based in Washington, D.C., USA (1989-2002). Furthermore, he held director positions for South Asia (India), Global Manufacturing and Services (Washington, D.C.) and Middle East, North Africa and Southern Europe (Cairo, Egypt), overseeing IFC's global and regional investment operations (2002-2011). In 2011, he was promoted to Vice President, EMENA region (Istanbul, Turkey) and in 2014 he was appointed Vice President Investments/Operations (Istanbul/Washington). He served as a Senior Advisor, Emerging Markets at Pacific Investment Management Company (PIMCO) in London, UK (2018-2022). He currently sits on the Board of Directors of Titan Cement International. He previously served as a non-executive independent Board member at the Infrastructure Development Finance Company (IDFC), India and at the Commercial Bank of Ceylon (CBC), Sri Lanka. He has been a Member of the Board of Directors since July 2020. He is a Member of the Risk Management Committee and of the Remuneration Committee.

Jean L. Cheval

Year of birth: 1949

Nationality: French

He studied Engineering at the École Centrale des Arts et Manufactures, while he holds a DES (Diplôme d'Études Spécialisées) in Economics (1974) from the University of Paris I. Additionally he holds a DEA (Diplôme d' Études Approfondies) in Statistics and a DEA in Applied Mathematics from the University of Paris VI. After starting his career at BIPE (Bureau d'Information et de Prévisions Économiques), he served in the French public sector (1978-1983) and then worked at Banque Indosuez-Crédit Agricole (1983-2001), wherein he held various senior management positions, including the positions of Chief Economist, Head of Corporate Planning and Head of Asset-based Finance and subsequently he became General Manager. He served as Chairman and CEO of the Banque Audi France (2002-2005) as well as Chairman of the Banque Audi Suisse (2002-2004). Furthermore, he served as Head of France at the Bank of Scotland (2005-2009). As of 2009 he has been working at Natixis in various senior management positions, such as Head of the Structured Asset Finance Department and Head of Finance and Risk, second "Dirigeant effectif" of Natixis, alongside the CEO. He is currently a member of the Board of Directors of EFG-Hermes, Egypt, Chairman of the Steering Committee of Natixis Algérie and Chairman of the Natixis Foundation for Research and Innovation. He has been a Member of the Board of Directors since June 2018. He is Chair of the Risk Management Committee and a Member of the Audit Committee.

Carolyn G. Dittmeier

Year of birth: 1956

Nationality: Italian and US

She holds a BSc in Economics from the Wharton School of the University of Pennsylvania. She is a Statutory Auditor, a Certified Public Accountant (CPA), a Certified Internal Auditor (CIA) and a Certified Risk Management Assurance (CRMA) professional, focusing on the audit and risk management sectors. Additionally, she has obtained a Qualification in Internal Audit Leadership (QIAL). She commenced her career in the US at the auditing and consulting firm Peat Marwick & Mitchell (now KPMG) where she reached the position of Audit Manager, and subsequently assumed managerial responsibilities in the Montedison Group

as Financial Controller and later as Head of Internal Audit. In 1999, she launched the practice of corporate governance services in KPMG Italy. Subsequently, she took on the role of Chief Internal Audit Executive of the Poste Italiane Group (2002-2014). She has carried out various professional and academic activities focusing on risk and control governance and has written two books. She was Vice Chair (2013-2014) and Director of the Institute of Internal Auditors (2007-2014), Chair of the European Confederation of Institutes of Internal Auditing (2011-2012) and Chair of the Italian Association of Internal Auditors (2004-2010). Furthermore, she served as Independent Director and Chair of the Risk and Control Committee of Autogrill SpA (2012-2017) as well as of Italmobiliare SpA (2014-2017). Since 2014 she has been Chair of the Board of Statutory Auditors of Assicurazioni Generali SpA and a member of the Boards and/or the Audit Committees of some non-financial companies (Moncler, Illycaffè). She has been a Member of the Board of Directors since January 2017. She is Chair of the Audit Committee and a Member of the Corporate Governance, Sustainability and Nominations Committee.

Richard R. Gildea

Year of birth: 1952

Nationality: British

He holds a BA in History from the University of Massachusetts (1974) and an MA in International Economics, European Affairs from the Johns Hopkins University School of Advanced International Studies (1984). He served in JP Morgan Chase, in New York and London, from 1986 to 2015, wherein he held various senior management positions throughout his career. He was Emerging Markets Regional Manager for the Central and Eastern Europe Corporate Finance Group, London (1993-1997) and Head of Europe, Middle East and Africa (EMEA) Restructuring, London (1997-2003). He also served as Senior Credit Officer in EMEA Emerging Markets, London (2003-2007) and Senior Credit Officer for JP Morgan's Investment Bank Corporate Credit in EMEA Developed Markets, London (2007-2015), wherein, among others, he was Senior Risk Representative to senior committees. He is currently a member of the Board of Advisors at the Johns Hopkins University School of Advanced International Studies, Washington D.C., where he chairs the Finance Committee, as well as a member of Chatham House (the Royal Institute of International Affairs), London. He has been a Member of the Board of Directors since July 2016. He is Chair of the Remuneration Committee and a Member of the Risk Management Committee.

Elanor R. Hardwick

Year of birth: 1973

Nationality: British

She holds an MA (Cantab) from the University of Cambridge and an MBA from the Harvard Business School. She commenced her career in 1995 at the UK Government's Department of Trade and Industry, focusing on the Communications and Information Industries policy, and subsequently held roles as a strategy consultant with Booz Allen Hamilton's Tech, Media and Telco practice and with the Institutional Equity Division of Morgan Stanley. Since 2005, she has held various roles, including Global Head of Professional Publishing and Global Head of Strategy, Investment Advisory at Thomson Reuters (now Refinitiv). Afterwards, she joined the team founding FinTech startup Credit Benchmark, becoming its CEO (2012-2016). Then, she served as Head of Innovation at Deutsche Bank (2016-2018) and as Chief Digital Officer at UBS (2019-2020). Since 2018 she has served as a non-executive member of the Board of Directors of specialty (re)insurer Axis Capital, while she is also a member of the Risk Committee, the Compensation Committee and the Corporate Governance and Nominating Committee. She served as a non-executive member of the Board of Directors of Itiviti Group AB (July 2020 - May 2021). She is an external member of the Audit Committee of the University of Cambridge as of January 2021, a member of the Advisory Board of Concirrus as of May 2021 and a member of the Supervisory Council of Luminor Group as of April 2022. She has been a Member of the Board of

Directors since July 2020. She is Chair of the Corporate Governance, Sustainability and Nominations Committee and a Member of the Risk Management Committee.

Shahzad A. Shahbaz

Year of birth: 1960

Nationality: British

He holds a BA in Economics from Oberlin College, Ohio, U.S.A. He has worked at various banks and investment firms, since 1981, including the Bank of America (1981-2006), from which he left as Regional Head (Corporate and Investment Banking, Continental Europe, Emerging Europe, Middle East and Africa). He served as Chief Executive Officer (CEO) of NBD Investment Bank/Emirates NBD Investment Bank (2006-2008), and of QInvest (2008-2012). He is currently the Group CIO of Al Mirqab Holding Co. He is also a member of the Board of Directors of El Corte Inglés and of Seafox. He has been a Member of the Board of Directors since May 2014. He is Member of the Corporate Governance, Sustainability and Nominations Committee.

Non-Executive Member pursuant to the provisions of Greek Law 3864/2010

Johannes Herman Frederik G. Umbgrove

Year of birth: 1961

Nationality: Dutch

He holds an LL.M. in Trade Law (1985) from Leiden University and an MBA from INSEAD (The Business School for the World), Fontainebleau (1991). Additionally, he attended the IN-BOARD Non-Executive Directors Program at INSEAD. He worked at ABN AMRO Bank N.V. (1986-2008), wherein he held various senior management positions throughout his career. He served as Chief Credit Officer Central and Eastern Europe, Middle East and Africa (CEEMEA) of the Global Markets Division at The Royal Bank of Scotland Group (2008-2010) and as Chief Risk Officer and member of the Management Board at Amsterdam Trade Bank N.V. (2010-2013). From 2011 until 2013 he was Group Risk Officer at Alfa Bank Group Holding and as of 2014 he has been a Risk Advisor at Sparrenwoude B.V. He has been a member of the Supervisory Board of Demir Halk Bank (Nederland) N.V. since 2016 and in 2018 he became the Chairman of the Supervisory Board thereof. He is currently the Chair of the Supervisory Board, of the Nomination and Remuneration Committee as well as a member of the Risk and Audit Committee and of the Related Party Transactions Committee of Demir Halk Bank N.V. Furthermore, since December 2019 he has been an independent member of the Supervisory Board and as of 1.1.2022 he has been the Chairman of the Audit Committee of Lloyds Bank GmbH. Additionally, he is a director of the Parel van Baarn Foundation and a member of the Management Committee of the Aston Martin Owners Club. He has been a Non-Executive Member of the Board of Directors of the Issuer, representing the Hellenic Financial Stability Fund, since April 2018. He is a Member of all the Committees of the Board of Directors.

Executive Committee of the Issuer

In accordance with Greek Law 4548/2018 and the Issuer's Articles of Incorporation, the Board of Directors has established an Executive Committee.

The Executive Committee acts as a collective corporate body of the Issuer. The Executive Committee's powers and authorities are determined by way of a CEO act, delegating powers and authorities to the Committee.

The composition of the Executive Committee is as follows:

Chair	
V.E. Psaltis	Chief Executive Officer
Members	
S.N. Filaretos	General Manager – Growth and Innovation
S.A. Andronikakis	General Manager – Chief Risk Officer
L.A. Papagaryfallou	General Manager – Chief Financial Officer
I.M. Emiris	General Manager – Wholesale Banking
I.S. Passas	General Manager – Retail Banking
N.R. Chryssanthopoulos	General Manager - Chief of Corporate Center
S.A. Oprescu	General Manager of International Network
A.C. Sakellariou	General Manager – Chief Transformation Officer
S.N. Mytilinaios	General Manager – Chief Operating Officer
F.G. Melissa	General Manager – Chief Human Resources Officer
G.V. Michalopoulos	General Manager – Wealth Management & Treasury

Below are brief CV's of the General Managers who are members of the Issuer's Executive Committee:

Chair

Vassilios E. Psaltis

He was born in Athens in 1968 and holds a PhD in Banking and a MA in Business and Banking from the University of St. Gallen in Switzerland. He held various senior management positions at ABN AMRO Bank's Financial Institutions Group in London and at Emporiki Bank wherein he has worked as Deputy (acting) Chief Financial Officer. He joined Alpha Bank in 2007. In 2010 he was appointed Group Chief Financial Officer (CFO) and in 2012 he was appointed General Manager. Through these posts, he spearheaded capital raisings of several billions from foreign institutional shareholders, diversifying the Issuer's shareholder base, as well as significant mergers and acquisitions that contributed to the consolidation of the Greek banking market, reinforcing the position of the Issuer. He has been a Member of the Board of Directors of the Issuer since November 2018 and Chief Executive Officer since January 2019. In 2019 he was elected member of the Institut International d' Études Bancaires (IIEB). He is a Member of the Board of Directors and of the Executive Committee of the Hellenic Federation of Enterprises (SEV) since July 2021.

Members

Spyros N. Filaretos

He was born in Athens in 1958. He studied Economics at the University of Manchester and at the University of Sussex. He joined the Issuer in 1985. He was appointed Executive General Manager in 1997 and General

Manager in 2005. From October 2009 to November 2020 he served as Chief Operating Officer (COO). In December 2020 he was appointed General Manager – Growth and Innovation. He has been a Member of the Board of Directors since 2005.

Spiros A. Andronikakis

He was born in Athens in 1960. He holds a BA in Economics and Statistics from the Athens University of Economics and Business, and an MBA in Financial Management and Banking from the University of Minnesota, U.S.A. He has worked in the Corporate Banking Units of Greek and multinational banks since 1985. He joined the Issuer in 1998. He was Corporate Banking Manager from 2004 to 2007. In 2007 he was appointed Chief Credit Officer and in 2012 General Manager and Chief Risk Officer.

Lazaros A. Papagaryfallou

He was born in Athens in 1971. He studied Business Administration at the Athens University of Economics and Business and holds an MBA in Finance from the University of Wales, Cardiff Business School. He started his career in Citibank and ABN AMRO and he joined the Issuer in 1998, having served as Manager of the Corporate Development, International Network and Strategic Planning Divisions. On 1 July 2013 he was appointed Executive General Manager of the Issuer and has contributed to the implementation of the Group's Restructuring Plan, the capital strengthening of the Issuer, the design and closing of mergers, acquisitions and portfolio transactions. On 2 January 2019 he was appointed as General Manager and CFO for the Group. During his career he served as Chairman and member in the Board of Directors of various group companies, in Greece and abroad, in banking, insurance, financial services, industry and real estate sectors.

Ioannis M. Emiris

He was born in Athens in 1963. He studied Economics and Business Administration at the Athens University of Economics and Business (former Athens School of Economics and Business) and holds an MBA from Columbia Business School, as well as a US Certified Public Accounting degree. He started his career as a certified public accountant in PricewaterhouseCoopers in New York. From 1991 to 2012 he worked for the Group, initially as an Investment Banker in Alpha Finance and from 2004 as Head of the Investment Banking and Project Finance Division of Alpha Bank. From 2012 to 2014, he was the Chief Executive Officer of the Hellenic Republic Asset Development Fund (HRADF). On 5 November 2014, he was appointed Executive General Manager and on 19 November 2019 he was appointed General Manager-Wholesale Banking.

Isidoros S. Passas

He was born in Thessaloniki in 1967. He holds an MSc in Mechanical Engineering from the National Technical University of Athens, an MBA from the City University Business School and has attended the Advanced Management Program at INSEAD. He started his career in Procter & Gamble and held Director Positions in Marketing and Sales functions of multinational consumer goods companies. In 2000, he started his banking career in Eurobank. He had been Deputy General Manager of Retail Banking Network for several years. In 2013, he worked as a Senior Adviser to the CEO for retail marketing distribution in Hellenic Petroleum. He joined Alpha Bank in 2014. He held the positions of Manager of Deposit and Investment Products and Greek Branch Network Division. He is Vice President at the Board of Directors of AlphaLife Insurance Company S.A. and holds the position of Counselor at the Board of Directors of Alpha Finance. On 4 January 2016, he was appointed Executive General Manager and on 19 November 2019 he was appointed General Manager-Retail Banking.

Nicholas R. Chryssanthopoulos

He was born in Athens in 1975. He holds a degree in Philosophy, Politics and Economics from Oxford University. He has worked in the Alpha Bank Group since 2000 in the areas of Investment Banking, Corporate Development and Strategic Planning, and has also served as adviser to the Secretary General of the Ministry

of Finance on banking matters. From 2016 to 2019, he served as a Senior Manager in Alpha Bank's Strategic Planning Unit, in charge of Group M&A and business planning. On 14 January 2019 he was appointed Executive General Manager of the Issuer and on 20 May 2022 he was appointed General Manager - Chief of Corporate Center.

Sergiu-Bogdan A. Oprescu

He was born in 1963. He holds a MEng Graduate degree with concentration in Avionics from the Aeronautical Faculty, Politehnica University of Bucharest. He acquired a postgraduate degree in Banking from the University of Colorado and followed multiple executive programme studies at Harvard Business School, Stanford and London Business School. He joined Alpha Bank Romania in 1994 and held several senior positions before he was appointed Executive President in 2007. He served as Chairman of the Bucharest Stock Exchange from 2000 to 2006 and Chairman of the Board of Directors of the Romanian Association of Banks from May 2015 to May 2021. On 11 February 2019 he was also appointed as General Manager of International Network.

of the Issuer and on 19 November 2019 he was appointed General Manager-Retail Banking.

Anastasia Ch. Sakellariou

She was born in 1973. She holds postgraduate degrees from the University of Reading in International Banking and from the University of Warwick in International Studies. She joined the Issuer with 25 years of experience in international banking. She began her career in London in the mid-90s, having worked at bulge bracket investment banking firms. In her latest international role, she was a Managing Director in investment banking at Credit Suisse. In 2009 she repatriated; she held a public sector role as the CEO of the Hellenic Financial Stability Fund at a critical time for the reshaping of the banking landscape. Before joining Alpha, she was the CEO and driving force behind the creation of the first digital banking platform in Greece, Praxiabank. On 1 April 2020 she was appointed General Manager – Chief Transformation Officer.

Stefanos N. Mytilinaios

He was born in Athens in 1973. He holds a First Class degree in Aerospace Engineering from the University of Bristol, UK, and an MBA with Distinction from INSEAD in Fontainebleau, France. He brings onboard extensive international and Greek experience in technology, operations and business, having assumed managerial positions in Greece and abroad. He has been the Chief Technology Officer at Commercial Bank of Qatar and later on he was appointed General Manager, Digital Business at Piraeus Bank. Previously, he served as the Deputy Group CIO at Eurobank and a business consultant with McKinsey & Company, based in Athens and London. On 1 December 2020 he was appointed General Manager – Chief Operating Officer of the Issuer.

Fragiski G. Melissa

Fragiski Melissa was born in 1968. She studied Psychology at the National and Kapodistrian University of Athens and holds postgraduate degrees in Industrial/Organizational Studies from Columbia University and in Social Studies from the New School for Social Research. She brings 25 years of experience in human resources. For the past eight years she was Head of Human Resources for Vodafone in Greece and Romania and before that she was Regional Human Resource Director for Southeastern Europe for Colgate Palmolive. Earlier in her career, she led the human resources function at Makro Cash & Carry in Greece and was Senior Manager at KPMG. On 20 May 2022 she was appointed General Manager – Chief Human Resources Officer.

Georgios V. Michalopoulos

He was born in Athens in 1973. He studied Mathematics at the National and Kapodestrian University of Athens and holds a MBA in Business Administration and Finance from City University Business School. He joined Alpha Bank in 1994 and worked in the Treasury functions in Athens and London. He has served as Group

Treasurer and Manager of Planning & Trading and Financial Markets Divisions. He has been a Member of the Board of Directors of various companies in the banking, finance and insurance sectors in Greece and abroad for a number of years. On 4 May 2016 he was appointed Executive General Manager and on 20 May 2022 he was appointed General Manager Wealth Management & Treasury.

The indicative main responsibilities of the Executive Committee include, but are not limited to, the following:

- prepares the strategy, business plan and annual budget of the Issuer and the Group for submission to and approval by the Board of Directors as well as the annual and quarterly financial statements;
- decides on and manages the capital allocation to the Business Units;
- prepares the ICAAP Report and the ILAAP Report;
- authorises and manages the implementation of actions based on the SREP Report;
- monitors the performance of each Business Unit and subsidiary of the Issuer versus the budget and ensures that corrective measures are taken;;
- reviews and approves the policies of the Issuer informing the Board of Directors accordingly;
- approves and manages any collective program proposed by the Human Resources Unit for the Employees and ensures the adequacy of Resolution Planning governance, process and systems; and
- is responsible for the implementation of: (i) the overall risk strategy, including the institution's risk appetite and its risk management framework, (ii) an adequate and effective internal governance and internal control framework, (iii) the selection and suitability assessment process for Key Function Holders, (iv) the amounts, types and distribution of both internal capital and regulatory capital and (v) the targets for the liquidity management.

Corporate Governance

Corporate Governance is a system of principles and practices underlying the organization, operation and administration of an incorporated company, aiming to safeguard and satisfy the lawful interests of all those associated with the company.

The Issuer has adopted and implements the principles of corporate governance, seeking to establish transparency in the communication with its shareholders, executives, employees, business partners, contractors and suppliers, and the provision of prompt and continuous information to investors.

In line with its constant effort to consistently respond to the expectations of its customers and of the Greek state, the Issuer applies the legislative and regulatory framework governing its operation.

The Corporate Governance Code

The Corporate Governance Code is sourced from international and Greek best practices and is compatible with applicable legislation and regulations concerning the Greek public interest entities.

The Issuer has adopted the Hellenic Corporate Governance Code of the Hellenic Corporate Governance Council (the **Code**).

The Issuer complies with the Code, a copy of which is posted on the website of the Issuer website (https://www.alpha.gr/en/group/corporate-governance/corporate-governance-code).

The Corporate Governance, Sustainability and Nominations Committee of the Issuer: (i) monitors the compliance of the Issuer and the Group with the Code, ensuring appropriate application of the "comply or explain" principle required; and (ii) provides oversight that the implementation of this principle aligns with the legislation in force, the regulatory expectations and the international corporate governance best practice.

Committees of the Issuer's Board of Directors

The Board of Directors may establish permanent or *ad hoc* Committees to assist it in the discharge of its responsibilities, facilitate its operations and effectively support its decision-making. The Committees have an advisory role but may also assume delegated authorities, as determined by the Board. Each Committee has its dedicated Charter prescribing its composition, tenure, functioning and responsibilities.

Four Committees operate at Board level, namely:

- the Audit Committee;
- the Risk Management Committee;
- the Remuneration Committee; and
- the Corporate Governance, Sustainability and Nominations Committee.

Each Committee consists of not less than three Members. The composition of each Committee is proposed to the Board of Directors by the Corporate Governance, Sustainability and Nominations Committee taking into account the "Suitability and Nomination Policy for the Members of the Board of Directors and Key Function Holders" as well as the respective legal and regulatory framework.

The major focus of the Committees is placed on the oversight and diligence of policies, practices and procedures within their specific area of mandate, in the preparation of draft resolutions to be approved by the Board of Directors and in the submission of relevant briefings, reports, key information and recommendations to the Board. The Committees report regularly to the Board of Directors about their work.

Audit Committee

The Audit Committee of the Board of Directors has been established and operates in accordance with all applicable laws and regulations. The determination of the type of the Audit Committee, its term of office, the number and the qualifications of its Members as per article 44 par. 1 case b) of law 4449/2017 were resolved by the Annual Extraordinary General Meeting of 22 July 2022. The Audit Committee currently constitutes a Committee of the Board of Directors and the Members were appointed by a resolution of the Board of Directors of 22 July 2022. It consists of a Committee Chair, who is an Independent Non-Executive Member, two Independent Non-Executive Members and two Non-Executive Members, whose tenure ends at the Ordinary General Meeting of Shareholders in 2026. The representative of the HFSF is a Member of the Audit Committee. The current Members of the Audit Committee are Carolyn G. Dittmeier (Chair), Efthimios O. Vidalis, Elli M. Andriopoulou, Jean L. Cheval, Johannes Herman and Frederik G. Umbgrove.

The Members of the Committee, based on a self-assessment process, collectively possess adequate knowledge of the banking sector and in general the required knowledge, skills and experience to adequately discharge the Committee's responsibilities. At least one Member, who is independent from the audited entity has accounting or auditing knowledge and experience and should always be present at the meetings regarding the approval of the Financial Statements of the Issuer.

Following the conclusion of the Extraordinary General Meeting of Shareholders of the Issuer of 22 July 2022, and in accordance with article 44 of Greek Law 4449/2017, as in force, the Chair of the Audit Committee was appointed by the Committee Members at the Audit Committee meeting of 22 July 2022. Finally, the majority of the Members are Independent Non-Executive Members.

The specific duties and responsibilities of the Audit Committee are set out in its Charter which was approved by the Issuer's Board of Directors in December 2022 and is posted on the website of the Issuer (https://www.alpha.gr/en/group/corporate-governance/commitees).

The main responsibilities of the Audit Committee include, but are not limited to, those presented below.

The Audit Committee:

- monitors and assesses the adequacy, effectiveness and efficiency of the Internal Control System (including ESG procedures) of the Issuer and the Group based on reports by the Internal Audit Division, findings of the external auditors, the supervisors and the tax authorities as well as management information, as appropriate;
- monitors the financial reporting process of the Issuer and the Group and submits recommendations or proposals to ensure its integrity;
- performs the oversight of the financial reporting processes and procedures for drawing up the Annual and Interim Financial Statements of the Issuer and the Group, in accordance with the applicable accounting standards;
- reviews the quarterly, semi-annual and annual Financial Statements of the Issuer and the Group, together with the Statutory Auditors' Report where applicable and the Board of Directors' Annual Management Report prior to their submission to the Board of Directors for approval;
- assists the Board of Directors in ensuring the independent, objective and effective conduct of internal and external audits of the Issuer;
- assists the Board of Directors in overseeing the effectiveness and performance of the Internal Audit Division and of the Compliance Division of the Issuer and of the respective Units across the Group;
- meets with the statutory certified auditors of the Issuer on a regular basis;
- is responsible for the procedure for the selection of the Statutory Certified Auditors of the Issuer and the Group and makes recommendations to the Board of Directors on the appointment or dismissal, rotation, tenure and remuneration of the Statutory Certified Auditors, according to the relevant regulatory and legal provisions;
- monitors the independence of the Statutory Certified Auditors in accordance with the applicable laws, which includes reviewing, *inter alia*, the provision by them of Non-Audit Services to the Issuer and the Group. In relation to this, the Audit Committee examines and approves all proposals regarding the provision by the Statutory Certified Auditor of Non-Audit Services to the Issuer and the Group, based on the relevant policy that the Audit Committee oversees and recommends to the Board of Directors for approval; and
- performs the oversight of the Sustainability Report and Non-Financial Information reporting, including sustainability and Environmental, Social and Governance (ESG) disclosures.

The Audit Committee convenes generally on a monthly basis, adding meetings on an as-needed basis. It may invite any Member of the Management or Executive, as well as external auditors to attend its meetings. The Head of Internal Audit and the Head of Compliance are regular attendees of the Committee meetings and have unhindered access to the Chair and to the Members.

The Audit Committee keeps minutes of its meetings and the Chair of the Audit Committee regularly informs the Board of Directors of the work of the Audit Committee.

The Chair of the Audit Committee submits to the Board of Directors and to the General Meeting of Shareholders a formal annual activity report on the work of the Audit Committee conducted during the previous year.

Risk Management Committee

The Risk Management Committee has been established and operates in accordance with all applicable laws and regulations. It consists of a Committee Chair who is an Independent Non-Executive Member, four Independent Non-Executive Members and one Non-Executive Member. The representative of the HFSF is a Member of the Risk Management Committee. The Members of the current Risk Management Committee were appointed by a resolution of the Board of Directors of 22 July 2022.

The Risk Management Committee has been established and operates in accordance with all applicable laws and regulations. It consists of a Committee Chair who is an Independent Non-Executive Member, four Independent Non-Executive Members and one Non-Executive Member. The representative of the HFSF is a Member of the Risk Management Committee. The Members of the current Risk Management Committee were appointed by a resolution of the Board of Directors of 22 July 2022.

The current Members of the Risk Management Committee are Jean L. Cheval (Chair), Aspasia F. Palimeri, Dimitris C. Tsitsiragos, Richard R. Gildea, Elanor R. Hardwick and Johannes Herman Frederik G. Umbgrove.

All the Members of the Committee have prior experience in the financial services sector and, individually and collectively, appropriate knowledge, skills and expertise concerning risk management and control practices.

At least one Member (the **NPL Expert**) should have solid risk and capital management experience as well as familiarity with the local and the international regulatory framework.

One Member is in charge of overseeing ESG issues.

The Risk Management Committee:

- reviews regularly and recommends to the Board of Directors for approval the risk and capital management strategy, ensuring alignment with the business objectives of the Issuer and the Group. In this context, the Risk Management Committee considers the adequacy of the technical (e.g. modelling tools, IT systems, etc.) and human resources available to implement the risk and capital strategy and ensures the communication of key aspects of the risk strategy throughout the Group;

- reviews and recommends annually to the Board of Directors for approval the Group's risk appetite framework and statement, considering also ESG risks, i.e. the risks of any negative financial impact to the Issuer stemming from the current or prospective impacts of ESG factors on its counterparties, such as climate-related risks, and ensuring alignment with the Group's strategic objectives and capital allocation. In this context, the Committee sets the Issuer’s risk capacity, portfolio limits and tolerance in all key areas of the Issuer’s activity. The risk appetite framework should be clearly communicated throughout the Group and articulated / monitored via a set of metrics;

- determines the principles which govern risk management across the Issuer and the Group in terms of the identification, measurement, monitoring, control, and mitigation of risks;

- recommends to the Board of Directors for approval Issuer-wide and Group-wide high-level policies on the management of credit, market, liquidity, operational and other risks, including but not limited to the provisioning and the write-off policies. It also reviews policies potentially affected by ESG risks, including the (credit) policies for each sector and product.

- evaluates on an annual basis or more frequently, if necessary, the appropriateness of risk identification and measurement systems, methodologies and models, including the capacity of the Issuer's IT infrastructure to record, report, aggregate and process risk-related information;

- reviews regularly, at least annually, the Group's ICAAP / ILAAP and related target ratios and recommends their approval to the Board of Directors;

- assesses the overall effectiveness of capital planning, allocation processes and systems, and the allocation of capital requirements to risk types; and

- collaborates with other Board Committees in relation to ESG issues.

The CRO, while administratively reporting to the Chief Executive Officer (CEO), shall report functionally to the Board of Directors through the Committee.

The Risk Management Committee convenes at least once a month and may invite any Member of the Group's Management or Executive to attend its meetings. The CRO is a regular attendee of the Risk Management Committee meetings and has unhindered access to the Chair and the Members.

The Risk Management Committee keeps minutes of its meetings and the Chair of the Risk Management Committee regularly informs the Board of Directors of the work of the Committee.

The Chair of the Risk Management Committee submits to the Board of Directors a formal annual report on the work of the Risk Management Committee conducted during the previous year.

Remuneration Committee

The Remuneration Committee of the Board of Directors has been established and operates in accordance with all applicable laws and regulations. It consists of a Committee Chair who is an Independent Non-Executive Member, two Independent Non-Executive Members and one Non-Executive Member. The representative of the HFSF is a Member of the Remuneration Committee. The Members of the current Remuneration Committee were appointed by a resolution of the Board of Directors of 22 July 2022. The current Members of the Remuneration Committee are Richard R. Gildea (Chair), Aspasia F. Palimeri, Dimitris C. Tsitsiragos and Johannes Herman Frederik G. Umbgrove.

The Members of the Committee have collectively appropriate knowledge, skills and professional experience concerning remuneration policies and practices, risk management and control activities as well as concerning the risks that can arise therefrom. At least one Member should have sufficient professional experience in risk management.

The specific duties and responsibilities of the Remuneration Committee are set out in its Charter which was approved by the Issuer's Board of Directors in December 2022 and is posted on the website of the Issuer (https://www.alpha.gr/en/group/corporate-governance/commitees).

The main responsibilities of the Remuneration Committee include, but are not limited to, those presented below.

The Remuneration Committee:

- assists the Board of Directors in ensuring that the Group Remuneration Policy is consistent with the values, culture, business strategy, risk appetite and strategic objectives of the Issuer and the Group taking into account Environmental, Social and Governance (ESG) risks that affect the business environment in the short, medium or long term;

- provides its support and advice to the Non-Executive Members of the Board of Directors on the design of the Remuneration Policy for the Issuer and the Group, including that such remuneration policy is gender neutral according to the relevant legislative and regulatory provisions, supports the equal treatment of staff, promotes inclusiveness and respects diversity in general;

- recommends to the Non-Executive Members the remuneration of the Members of the Board of Directors;

- reviews and advises on fixed salaries, benefits and the total remuneration within the Issuer;

- reviews the variable remuneration framework. Recommends to the Board of Directors for approval variable remuneration schemes for Employees across the Issuer and the Group and proposes the total envelope for variable remuneration across the Issuer and the Group;

- oversees the evaluation process for Senior Executives and Key Function Holders, ensuring that it is implemented adequately and in accordance with the provisions of the respective policy; and

- reviews and reports, at least annually, findings on remuneration data from the Issuer and the Group, concerning all the elements of remuneration provided by the Human Resources Function to the Committee with a view to monitoring the consistent application of the Remuneration Policy, assessing alignment with corporate goals and ensuring that the remuneration program is completely aligned with the risk appetite framework.

The Remuneration Committee convenes at least quarterly per year and may invite any Member of the Management or Executive to attend its meetings. The Head of Human Resources is a regular attendee of the Committee meetings.

The Remuneration Committee keeps minutes of its meetings and the Chair of the Remuneration Committee regularly informs the Board of Directors of the work of the Committee.

The Chair of the Remuneration Committee also submits to the Board of Directors a formal annual report on the work of the Committee conducted during the previous year.

In accordance with article 10 para 3 of the HFSF Law, and for as long as the Issuer is subject to the provisions of the HFSF Law, the annual compensation for each Member of the Board of Directors cannot exceed the total remuneration of the Governor of the Bank of Greece.

Corporate Governance, Sustainability and Nominations Committee

The Corporate Governance, Sustainability and Nominations Committee of the Board of Directors has been established and operates in accordance with all applicable laws and regulations. It consists of a Committee Chair who is an Independent Non-Executive Member, three Independent Non-Executive Members and two Non-Executive Members. The representative of the HFSF is a Member of the Corporate Governance, Sustainability and Nominations Committee. The Members of the current Corporate Governance, Sustainability and Nominations Committee were appointed by a resolution of the Board of Directors of 22 July 2022.

The current Members of the Corporate Governance, Sustainability and Nominations Committee are Elanor R. Hardwick (Chair), Efthimios O. Vidalis, Elli M. Andriopoulou, Carolyn G. Dittmeier, Shahzad A. Shahbaz and Johannes Herman Frederik G. Umbgrove.

The Committee ensures and regularly evaluates that its Members collectively possess the required knowledge, skills and experience relating to sustainability and ESG issues as well as to the business of the Issuer to assess the appropriate composition of the Board of Directors and, among others, the selection process and suitability

requirements to adequately discharge the Committee's responsibilities. At least one Member is in charge of overseeing ESG issues. Therefore, the Board of Directors appointed Ms. C.G. Dittmeier, Independent Non-Executive Member, as the Member in charge of overseeing ESG issues.

The specific duties and responsibilities of the Corporate Governance, Sustainability and Nominations Committee are set out in its Charter which was approved by the Issuer's Board of Directors in December 2022 and is posted on the website of the Issuer (https://www.alpha.gr/en/group/corporate-governance/commitees).

The main responsibilities of the Corporate Governance, Sustainability and Nominations Committee include, but are not limited to, those presented below.

The Corporate Governance, Sustainability and Nominations Committee:

- monitors the compliance of the Issuer and the Group with the pertinent Hellenic Corporate Governance Code to which the Issuer adheres, ensuring appropriate application of the "comply or explain" principle required, provides oversight that the implementation of this principle aligns with the legislation in force, the regulatory expectations and the international corporate governance best practice;

- facilitates the regular review of the Charters of the Board Committees, in consultation with the relevant Committees, by providing input to each Committee in order to ensure that the Charters remain fit-for-purpose and align with the Hellenic Corporate Governance Code as well as with corporate governance best practices;

- assists the Board of Directors in establishing the conditions required for effective succession and continuity in the Board of Directors;

- develops and regularly reviews the selection criteria and the appointment process for the Members of the Board of Directors;

- identifies and recommends for the approval of the Board of Directors candidates to fill vacancies, according to the "*Suitability and Nomination Policy for the Members of the Board of Directors and Key Function Holders*", evaluates the balance of knowledge, skills, diversity and experience of the Board of Directors and prepares a description of the roles and capabilities for a particular appointment and assesses the time commitment expected;

- assesses periodically, and at least annually, the structure, size, composition and performance of the Board of Directors and makes recommendations to the Board of Directors with regard to any changes;

- assesses periodically, and at least annually, the knowledge, skills and experience of each Member of the Board of Directors and of the Board of Directors collectively and reports to the Board of Directors accordingly;

- oversees the design and implementation of the induction program for new Members of the Board of Directors as well as the ongoing knowledge and skills development for Members, which support the effective discharge of their responsibilities;

- reviews at least semi-annually current and emerging trends and regulatory developments in ESG issues that may significantly affect the Issuer's activities, highlighting to the Board of Directors areas that may require actions;

- oversees the implementation of the Issuer's policies on ESG issues; and

- ensures that there is adequate implementation of the Executive succession planning process and keeps a registry of all successors developed for Senior Executive positions, as per the provisions of the "Policy for the Succession Planning of Senior Executives and Key Function Holders".

The Corporate Governance, Sustainability and Nominations Committee convenes at least quarterly per year and may invite any Member of the Management or Executive to attend its meetings.

The Corporate Governance, Sustainability and Nominations Committee keeps minutes of its meetings and the Chair of the Corporate Governance, Sustainability and Nominations Committee regularly informs the Board of Directors of the work of the Committee.

The Chair of the Corporate Governance, Sustainability and Nominations Committee also submits to the Board of Directors a formal annual report on the work of the Committee conducted during the previous year.

General Manager level Management Committees of the Issuer

In addition to the aforementioned committees of the Board of Directors, the Issuer also has General Manager-level Management Committees.

Relationships and Other Activities

There are no potential conflicts of interest between the duties of the persons listed above pertaining to the Issuer and their private interests.

HFSF Influence

The HFSF acquired its participation in Alpha Holdings (then operating as a licensed credit institution under the name "Alpha Bank S.A.") by providing recapitalisation funds in the 2013 share capital increase. The HFSF, as at the date of this Base Prospectus, holds 9 per cent. of Alpha Holdings' aggregate common share capital, but is only able to exercise voting rights in respect of both Alpha Holdings subject to certain statutory restrictions.

For information on the New RFA and on the relevant rights of the HFSF prior and subsequent to the Hive Down, see "*Regulation and Supervision of Banks in Greece—The HFSF*"**.**

SELECTED CONSOLIDATED FINANCIAL INFORMATION OF THE GROUP

The selected consolidated financial information of the Issuer set out below is extracted from the reviewed condensed interim consolidated financial statements of Alpha Holdings (produced in accordance with IFRS) as at and for the nine month period ended 30 September 2022 and the audited consolidated financial statements of the Issuer for year ended 31 December 2021, prepared in accordance with IFRS. The notes and audit reports in respect of these financial statements are incorporated by reference in this Base Prospectus — see "*Documents Incorporated by Reference*".

Consolidated Balance Sheet (Amounts in thousands of Euro)

	30.9.2022	**31.12.2021**
ASSETS		
Cash and balances with central banks	12,244,408	11,803,344
Due from banks	1,345,384	2,964,059
Trading securities	17,274	4,826
Derivative financial assets	2,164,496	960,216
Loans and advances to customers	38,861,882	36,864,822
Investment securities		
- Measured at fair value through other comprehensive income	1,365,156	6,050,143
- Measured at fair value through profit or loss	73,071	78,578
- Measured at amortized cost	10,908,259	3,752,748
Investments in associates and joint ventures	102,252	68,267
Investment property	258,438	425,432
Property, plant and equipment	520,331	737,790
Goodwill and other intangible assets	465,357	477,809
Deferred tax assets	5,253,643	5,416,071
Other assets	1,414,894	1,489,194
	74,994,845	**71,093,299**
Assets classified as held for sale	1,558,043	1,378,526
Total Assets	**76,552,888**	**72,471,825**
LIABILITIES		
Due to banks	14,360,325	13,983,661
Derivative financial liabilities	2,316,258	1,288,405
Due to customers	50,142,837	47,018,386
Debt securities in issue and other borrowed funds	2,469,454	2,606,871
Liabilities for current income tax and other taxes	13,382	24,407
Deferred tax liabilities	20,459	18,772
Employee defined benefit obligations	29,382	29,409
Other liabilities	995,397	879,439
Provisions	148,495	161,725
	70,495,989	**66,011,075**
Liabilities related to assets classified as held for sale	11,041	607,657
Total Liabilities	**70,507,030**	**66,618,732**
EQUITY		
Equity attributable to holders of the Company		
Share capital	5,188,999	5,188,999
Share premium	1,044,000	1,044,000
Reserves	(162,899)	(105,816)
Amounts directly recognized in equity and associated with assets classified as held for sale		15,127

Retained earnings	(41,208)	(318,649)
	6,028,892	**5,823,661**
Non-controlling interests	16,966	29,432
Total Equity	**6,045,858**	**5,853,093**
Total Liabilities and Equity	**76,552,888**	**72,471,825**

OVERVIEW OF THE BANKING SERVICES SECTOR IN GREECE

In 2021, Greek GDP increased by 8.4 per cent. compared to 2020. Private and public consumption, gross fixed capital formation and net exports of goods and services contributed positively to GDP, whereas inventories contributed negatively. This development can be attributed, firstly, to the strong increase of private consumption, driven by the sharp increase in savings accumulated during the pandemic and the significant gains in employment secondly, to the rise in investment, especially in machinery and technological equipment and, thirdly, to the higher-than-expected performance of exports of services, due to the remarkable recovery of tourism in the summer of 2021.

In the first nine months of 2022, output expanded by 5.9 per cent. on an annual basis. Private consumption and investment added 6.5 pps and 1.3 pps respectively, to overall output growth. Net exports weighed down the overall growth figure, subtracting 1.5 pps, as the rise in imports (12 per cent. year on year), primarily of goods (14.1 per cent. year on year), offset the rise in exports (9.5 per cent. year on year). Solid growth dynamics in the first nine months of the year, supported by strong performance in tourism (9 months 2022 travel receipts: €15.6 billion), the material rise in foreign direct investment and the ongoing decline in unemployment, reflect the resilience of the Greek economy to adverse external developments following the war in Ukraine, supply chain disruptions and inflationary pressures.

In the first nine months of 2022, the Greek banks registered profits after taxes of €3.4 billion, compared to a loss after taxes in the equivalent period of 2021 of €4.4 billion, mainly due to non-recurring revenues and the reduction of operating expenses and provisions related to NPL transactions (Source: *Bank of Greece, Interim Monetary Policy Report, December 2022*). In terms of capital adequacy for Greek banks, the Common Equity Tier I (**CET1**) ratio and the Capital Adequacy Ratio on a consolidated basis remained at satisfactory levels (13.5 per cent. and 16.2 per cent., respectively) on 30 September 2022, although the first retreated compared to December 2021, whereas the second remained unchanged (Source: *Bank of Greece, Interim Monetary Policy Report, December 2022*). With a fully phased-in impact from International Financial Reporting Standard 9 (IFRS 9), the CET1 ratio and the Capital Adequacy Ratio reached 12.3 per cent. and 15 per cent., respectively (Source: *Bank of Greece, Interim Monetary Policy Report, December 2022*).

Liquidity conditions have continued to improve in the Greek banking system, as private sector deposits amounted to €185.5 billion in September 2022, increasing by €41.5 billion (cumulative net cash flows) compared to December 2019, of which household deposits were €138.8 billion and business deposits were €46.7 billion (Source: *Bank of Greece, Bank Credit and Deposits: November 2022*). Total deposits in the banking system (private sector and general government deposits) amounted to €194.6 billion in September 2022, representing an annual increase of 6.1 per cent. (Source: *Bank of Greece, Bank Credit and Deposits: November 2022*). The main drivers leading to the increase of deposits in the banking system were the increase of "forced" savings (due to lockdown measures in force in 2020-2021), the increase of "precautionary" savings (due to high uncertainty for the future), the measures adopted by the Greek government to support the economy (e.g. direct state aid credited into corporate accounts in order to support liquidity, and the use of moratoria on loan and tax obligations etc.), as well as the rise in employment.

The outstanding amount of credit to the domestic private sector amounted to €114.1 billion at the end of September 2022, with the annual rate of change standing at 6 per cent. (Source: *Bank of Greece, Bank Credit and Deposits: November 2022*). More specifically, the annual rate change of credit to non-financial corporations stood at 12.3 per cent. and the monthly net flow was positive by €745 million, compared with a positive net flow of €437 million in the previous month (Source: *Bank of Greece, Bank Credit and Deposits: November 2022*). In parallel, Greek banks continued to draw significant resources from the Eurosystem, while they were also facilitated by the supervisory measures of the SSM. Funding from the Eurosystem increased sharply from €7.6 billion in February 2020 to €50.7 billion in September 2022 (Source: *Bank of Greece Monthly Balance Sheet and Profit and Loss Account for financial year 2022, Table*). The banks continued lending to the real economy with the support mainly of the Hellenic Development Bank programmes.

The outstanding amount of NPLs decreased further in the first nine months of 2022. Total NPL stock (solo basis) for the domestic banking system at the end of September 2022 amounted to €14.6 billion, compared to €20.9 billion at the end of September 2021 (Source: *Bank of Greece, NPLs Time Series September 2022*). As a result, the NPL ratio decreased to 9.7 per cent. in September 2022 (Source: *Bank of Greece, NPLs Time Series, September 2022*). The ratios for mortgages (10.4 per cent.) and the business loans portfolio (8.9 per cent.) performed better, compared to the respective ratio for the consumer loans portfolio (18.5 per cent.) (Source: *Bank of Greece, NPLs Time Series, September 2022*).

Today 36 banks operate in Greece, of which nine are commercial banks, six are cooperative banks and 21 are branches of foreign banks (Source: *Bank of Greece, List of credit institutions operating in Greece, December 2022*).

THE MORTGAGE AND HOUSING MARKET IN GREECE

The size of the Greek mortgage market has grown rapidly from a relatively low percentage of GDP, partly due to the process of convergence of the Greek economy to achieve integration into the European Monetary Union. The residential mortgage market grew by on average annual growth rate of 22.5 per cent. from 2000 to 2010. Since then, due to the adverse macroeconomic environment, market outstandings have been decreasing at an average annual rate of -3.3 per cent. At the end of 2016, the four largest lenders in the Greek residential mortgage market were the National Bank of Greece, the Issuer, Eurobank and Piraeus Bank, together accounting for almost 100 per cent. of the total market.

Mortgage Products

Currently, all banks offer the following mortgage products:

- long-term fixed rate mortgages;
- floating rate mortgages, based on the EURIBOR 3 months; and
- mortgages with a fixed rate for an initial period (for example 5, 10, 15 or 20 years) converting to a floating rate thereafter. At the expiry of the initial period, most banks also offer customers the option to choose one of the then applicable fixed rates; and
- preferential floating rate mortgages granted in favour of the banks' employees.

Typically, mortgage loans have a term of 15 to 30 years, with a maximum term of 35 years.

The Greek Housing Market

Traditionally, real estate has been the primary savings vehicle for Greek households, representing by now a large share of household wealth. This implies a relatively low turnover in the market, which is enhanced due to culturally strong family ties, which makes a virtue of children remaining in their parents' house until they get married and purchase a house of their own, as well as because there is virtually no buy-to-let market in Greece. As a result, owner occupancy is one of the highest in the EU although it tends to be overstated due to many people owning family houses in villages in which their family used to live before migrating to the cities. Within Greece, home ownership is highest in the regions and lowest in Athens, as would be expected. Second home ownership is also very high.

It is worth noting the revival in residential investment, which recorded increases during 2018, for the first time since 2007. The positive dynamics of residential investment during 2018 synchronized with the recovery of residential real estate prices (2018: +1.5 per cent.), relating also to the marked development of the short-term rental market over the past years via home-sharing economy (e.g. Airbnb and HomeAway platforms).

The average age of new borrowers is in the early 40s, indicating that young people prefer to reach a state of financial stability before investing in their own house.

Apartments are the most common type of residential property available, with townhouses and detached houses being prevalent to the more affluent city areas.

Security for Housing Loans

In Greece, security for housing loans is created by establishing a mortgage or a pre-notation of a mortgage. A mortgage can be established usually by a notarial deed, which is, however, quite costly and therefore not preferred among banks and borrowers (or by a judicial decision, or by law in special cases).

Instead, in most cases, banks obtain a pre-notation of a mortgage, which is an injunction over the property entitling its beneficiary to obtain a mortgage as soon as a final judgment for the secured claim has been obtained, but which is valid as of the date of the pre-notation. From the point of view of enforceability, ranking of the security and preferred right to the proceeds of the auction, there is no difference between a holder of mortgage and a holder of a pre-notation of a mortgage, since the latter is treated as a secured creditor of the property. Both the holder of a pre-notation of a mortgage and a mortgagee need an enforcement right before commencing enforcement procedures. The difference between them is that the pre-notation is a conditional security interest whose preferential treatment is subject to the un-appealable adjudication of the claim it purports to secure, whereas a mortgagee's claim is enforceable pursuant to the mortgage deed itself.

Establishing a pre-notation is the most common way of establishing security for a housing loan in Greece. The pre-notation, as a form of injunction, can be established with or without the consent of the owner(s) of the property on which the mortgage will be secured, but is only granted pursuant to a court decision.

The procedures adopted by lenders of housing loans in practice has led to an arrangement whereby pre-notations are granted "by consent": where both the lending bank and the borrower appear before the competent court and consent to the establishment of the pre-notation on the specific real estate property. The court issues the decision immediately (in fact, the decision is drafted beforehand by the lending bank and is certified and signed by the judge who hears the claim).

Having certified the court decision and a summary thereof, the lawyer of the lending bank takes them to the Cadastre or the Land Registry, where applicable, along with a written request for the issuance (by the Cadastre and/or the Land Registry) of certificates confirming:

(a) the ownership by the borrower of the mortgaged property;

(b) the registration and class of the pre-notation;

(c) the absence of (judicially raised) claims of third parties against the current and all previous owner(s) of the mortgaged property; and

(d) any other mortgages, pre-notations or seizures preceding the pre-notation registered by the bank.

At the same time the bank's lawyer effects a search in the Cadastre and/or the Land Registry, where applicable, in order to confirm the uncontested ownership of the borrower and the first priority nature of the mortgage or pre-notation, before the loan can be disbursed.

Once the certificates are issued, they are reviewed by the bank's legal department and are included in the borrower's file. The legal review of both the ownership titles and the pre-notation registration is based on public documents, i.e. on notarial deeds and certificates issued by the competent land registries or cadastres. The history of the ownership titles for the previous 20 years is examined (which is the period for adverse possession). Such a review together with a titles search in the Cadastre and/or the Land Registry, where applicable, precedes the approval of the loan. Upon registration of the pre-notation, a second titles search is made to confirm the status quo.

Enforcing Security

Article 1 of Greek law 4335/2015 has brought significant amendments, *inter alia*, to the enforcement provisions of the Greek Code of Civil Procedure, which came into effect as of 1 January 2016.

Once a loan agreement is in default and terminated, a letter is served on the borrower and on the guarantors (the **Debtors**), if any, informing them of this fact and requesting the persons indebted to pay all amounts due. Following notification and in the case of continued non-payment, a judge of the competent First Instance Court or Magistrate’s Court is presented with the case upon which the judge issues an order for payment to be served

on the borrower together with a demand for immediate payment. Service of the order and demand for payment is the first action of enforcement proceedings. Three working days after serving the payment order and demand, the property can be seized and the auction process starts (see below for a description of the auction process).

The Debtor, after being served the order for payment, is granted 15 working days (or 30 working days if the Debtor is of an unknown address or resides abroad) to contest the validity of the order for payment, either on the merits of the case or on the ground of procedural irregularities. This can be done by filing an Article 632 Annulment Petition before the Court of First Instance or Magistrate's Court. At the same time, the borrower can file an Article 632 Suspension Petition for the suspension of the enforcement proceedings as a provisional measure. At the time of filing the Article 632 Suspension Petition, in most cases, immediate suspension is granted up until the hearing of the suspension petition. If the court decides that the arguments in the Article 632 Suspension Petition are correct and reasonable, the suspension of enforcement will be granted to the petitioner until the issue of the decision on the Article 632-633 Annulment Petition. If the judge decides that the Article 632 Suspension Petition has no grounds and rejects this, the suspended enforcement procedures can continue. Suspension of enforcement against a Debtor of an unknown address or residing abroad is granted by law during the 30 day period to file an Article 632 Annulment Petition. If the Debtor has not filed an Article 632 Annulment Petition and subsequent suspension in the first 15 working days, then the bank may again serve the order for payment whereby a second period of 15 working days, is granted to the Debtor to contest the payment order. Failure to contest the order for payment will result in the bank acquiring a final deed of enforcement and then the pre-notation is converted to a mortgage.

The Debtor may also file with the relevant First Instance Court an Article 933 Annulment Petition of certain actions of the foreclosure proceedings based on reasons pertaining to the validity of the order for payment or the relevant claims and to procedural irregularities. Both Article 632 Annulment Petition and Article 933 Annulment Petitions may be filed either concurrently or consecutively, but it should be noted that the Article 933 Annulment Petition may not be based on reasons pertaining to the validity of the order for payment, once the order of payment has become final as mentioned above. The time for the filing of an Article 933 Annulment Petition varies depending on the foreclosure action that is being contested.

According to the provisions of Law 4335/2015, the ability of the Debtor to challenge the compulsory enforcement actions, which are carried out by the creditor, is significantly restricted. In particular, by virtue of the provisions of the Code of Civil Procedure, as in force until 31 December 2015, the Debtor was entitled to challenge separately each compulsory enforcement action and as a result the completion of the enforcement procedure was significantly delayed. However, by virtue of Law 4335/2015, the Debtor is entitled to oppose to defects of the compulsory enforcement procedure in just two stages: the first one is set before the auction and is related to any reason of invalidity of the claim and the compulsory enforcement actions carried out before the auction, whereas the second one is set after the auction until the publication of the seizure report and is related to any defects, which arose from the auction until the awarding. In case that the compulsory enforcement procedure is based on a court's judgment or payment order, the litigant parties are only entitled to file an appeal issued against the judgment, which has been issued in relation to the Article 933 Annulment Petition. The possibility to file an appeal in cassation against the decision is abolished.

The filing of an Article 933 Annulment Petition entitles the Debtor to file a Suspension Petition in relation to the enforcement. In particular, if the Suspension Petition relates to the suspension of the auction, such petition should be filed at the latest fifteen (15) days before the date of the auction and the decision on the Suspension Petition must be issued at the latest by 12.00 p.m. on Monday prior to the auction date, provided that the Debtor pays at least one quarter of the claimed capital and the enforcement expenses and also that there is no risk for the creditor's interests, on the grounds that the Debtor will be able to satisfy the enforcing party or that, following the suspension period, a better offer would be achieved at auction.

The actual auction process starts with seizure of the property, which takes place 3 working days after the order for payment is served on the Debtor. The seizure statement that is issued by the bailiff who performs it, contains the auction date which, in respect of demands for immediate payment served to the Debtor after

1 January 2016, should take place within seven months from the date of completion of the seizure and in any case no later than eight months from the completion of the seizure (or within a deadline of three months since the continuation statement, in case the auction does not take place on the initial date and place and the notary public who will act as the auction clerk). At this point all mortgagees (including those holding a pre-notation of mortgage) are informed of the upcoming auction.

The minimum auction price is determined within the statement of the court bailiff and can be contested by the Debtor or any other lender at the latest fifteen (15) working days before the auction date. The relevant court's decision should be published at the latest by 12.00 p.m. eight (8) days before the auction date. The minimum auction price as regards the movable property cannot be less than 2/3 of the estimated value of the property (according to article 993 par. 2 of the Greek Civil Procedure Code, in conjunction with article 954 par. 2 of the Greek Civil Procedure Code, as amended and in force) and as regards the immovable property, the minimum auction price cannot be less than the seized immovable property's "market value". For demands for immediate payment served to the debtor after 1 January 2016, the market value of the seized immoveable property is taken into account for the estimation of the value of the seized immoveable property. The market value of the seized immoveable property is calculated in accordance with Presidential Decree 59/2016 pursuant to which, the market value is determined by the relevant bailiff who appoints a certified appraiser (natural or legal person included in the Record of certified appraisers kept with the Ministry of Finance) for this purpose. The latter submits to the bailiff an appraisal report in accordance with the European or international recognized appraising standards and in accordance with the Code of Conduct issued by the Bank of Greece on the management of non-performing loans. Appraisal's fees are borne by the creditor initiating the enforcement proceedings but ultimately burden the Debtor.

In the auction, the property is sold to the highest bidder who then has ten (10) working days to pay the auction price along with the fees for the use of the electronic auctioning platform which burden the highest bidder. Once the price of the property is paid, the notary public prepares a special deed listing all the creditors and allocating the proceeds of the auction. Each bidder must submit a bank guarantee or banker's draft for an amount equal to 30 per cent of the starting price of the auctioned property and declare his/her attendance in the auction by 15.00, two (2) working days prior to the auction date. On the date of preceding the auction date, by 17.00, the auction clerk registers with electronic auction platform a list of the bidders entitled to participate in the auction. Pursuant to Article 966 of the Greek Civil Procedure Code, if no bidders appear at the auction, the immovable property is awarded at the minimum auction price to the person in favour of whom the enforcement proceedings were initiated, upon the latter's request. The hearing of such request shall mandatorily be scheduled as a matter of priority within eight (8) working days from the date of filing and it shall be served at least three (3) working days before the hearing date. A recent evaluation report of the auction property, dated after the date of the last auction shall be submitted on the hearing date before the competent Court. The relevant decision must be issued within eight (8) working days from the hearing. If no such request is submitted, a repetitive auction takes place within forty (40) days. If such repetitive auction is unsuccessful, the competent court, upon request of persons having legal interest, may order the conduct of another auction within thirty (30) days, at the same or a reduced auction price or allow the sale of the property to the person in favour of whom the enforcement proceedings were initiated or to third persons at a price determined by the court, which may also provide that part of the consideration may be paid in instalments. Following two unsuccessful auctions, a petition may be filed by any interested party for a new auction date to be set, with the same or a lower fixed first price, or for a permission for a direct sale of the property at a price to be determined by the Court (in accordance with article 966 par. 2, as amended by article 23 of Greek law 4549/2018).

Each creditor must announce its claim to the notary public by no later than fifteen (15) days after the auction and submit all documents proving such claims, otherwise the notary public will not take his claim into account.

Once the allocation of proceeds amongst the creditors of the Debtor has been determined pursuant to a deed issued by a notary public, the creditors of the Debtor may dispute the allocation and file a petition contesting the deed pursuant to Article 979 in conjunction with Article 933 of the Code of Civil Procedure. The competent Court of First Instance adjudicates the matter, but the relevant creditor is entitled to appeal against the decision to the Court of Appeal. The hearing date of the petition contesting such deed must be obligatory set within

sixty (60) days from its filing (or within 120 days in case of the creditor residing abroad). This procedure may delay the collection of proceeds. This can further delay the time at which the Issuer finally receives the proceeds of the enforcement of the relevant property. However, the law provides that a creditor is entitled to the payment of its claim even if its allocation priority is subject to a challenge provided that such creditor provides a letter of guarantee securing repayment of the money in the event that such challenge is upheld. Once the list of creditors is confirmed and adjudicated, the proceeds are distributed accordingly to the deed setting out the allocation of proceeds in accordance with 975, 976, 977 and 977A of the Greek Civil procedure. In addition, mandatory suspension for all enforcement procedures, including auctions, between 1 and 31 August of each year and prohibition of auctions of real properties on the Wednesday before and after the date of any national, municipal or European elections.

Following the amendment of the Greek Civil Procedure Code by Greek law 4512/2018, as from 21 February 2018 onwards, the auction takes place exclusively through the use of electronic means, in particular through the use of the electronic auction platform (e-auctions.gr), under the responsibility of a certified notary public of the district of the seized property (or if not available for any reason, of the district of the execution place or, if not available for any reason, before any Athens notary public) under the responsibility of a competent notary public acting as auction clerk. The relevant process is detailed in article 959 of the Greek Civil Procedure Code, as replaced by article 207 par. 6 of the Greek law 4512/2018.

Further regulatory considerations

Suspension of Enforcement Proceedings

There are various provisions of Greek law which could result in enforcement proceedings against a Borrower being delayed or suspended. Enforcement proceedings are usually commenced against a Borrower in respect of a Loan once it becomes 180 Days in Arrears, at which point the Loan is terminated. An order of payment is obtained from the Judge of the competent Court of First Instance following service of the notice of termination of the Loan on the Borrower and non-payment by the Borrower. Enforcement is commenced by service of the order for payment and a demand to pay on the Borrower, with the ultimate target being the collection of the proceeds of the auction of the relevant property securing the Loan. See for further details "*Enforcing Security*" above.

However, a Borrower may delay enforcement against the relevant property by contesting the order for payment and/or the procedure for enforcement which in turn will delay the receipt of proceeds from enforcement against the property by the Issuer after the relevant Loan has been terminated. A Borrower can file a petition of annulment against the order for payment pursuant to Articles 632-633 of the Greek Civil Procedure Code (an **Article 632-633 Annulment Petition**) with the Court of First Instance or Magistrate's Court within 15 business days after service of the order for payment contesting the substantive or procedural validity of the order of payment. If the Borrower fails to contest the order for payment (or within 30 business days if the Borrower is of an unknown address or resides abroad), the order may be served again on the Borrower and a further 15 business days are available to the Borrower to file an Article 632-633 Annulment Petition. The order for payment will be final either if both terms of 15 business days elapse or if the Court of Appeal rejects the Article 632-633 Annulment Petition. Suspension of enforcement against a Borrower of an unknown address or residing abroad is granted by law during the thirty-day period to file an Article 632-633 Annulment Petition.

The filing of an Article 632-633 Annulment Petition entitles the Borrower to file a petition for suspension of the enforcement against the relevant property pursuant to Article 632 of the Greek Civil Procedure Code (an **Article 632 Suspension Petition**). Upon filing an Article 632 Suspension Petition, enforcement procedures may be suspended until the hearing of the Article 632 Suspension Petition. Following the issuance of a decision in relation to the hearing of the Article 632 Suspension Petition, enforcement may be suspended until the Court of First Instance has issued a final decision in respect of the Article 632-633 Annulment Petition.

The Borrower may also file with the Court of First Instance or Magistrate's Court a petition for the annulment of certain actions of the foreclosure proceedings based on reasons pertaining to the validity of the order of payment or the relevant claims and to procedural irregularities (an **Article 933 Annulment Petition**) pursuant to Article 933 of the Greek Civil Procedure Code, as amended by Greek law 4512/2018. The hearing of the Article 933 Annulment Petition is scheduled within 60 days from the date of the filing of such petition and the relevant decision must be issued within 60 days from the hearing before the court. Both annulment petitions may be filed either concurrently or consecutively, but it should be noted that both the Article 632-633 Annulment Petition and the Article 933 Annulment Petition may not be based on reasons pertaining to the validity of the order for payment, once the order for payment has become final as mentioned above. The filing of an Article 933 Annulment Petition does not entitle the Borrower to file a petition for the suspension of the enforcement proceedings.

According to the provisions of Greek Law 4335/2015 (published in Government Gazette 87/A/23.7.2015), the ability of the debtor to challenge the compulsory enforcement actions, which are carried out by the creditor, is now restricted. In particular, by virtue of the provisions of the Code of Civil Procedure, as in force until 31 December 2015, the debtor was entitled to challenge separately each compulsory enforcement action and as a result the completion of the enforcement procedure was significantly delayed. However, by virtue of Greek Law 4335/2015 the debtor is entitled to opposite to defects of the compulsory enforcement procedure in just two stages: the first one is set before the auction and is related to any reason of invalidity of the compulsory enforcement actions carried out before the auction, whereas the second one is set after the auction and is related to any defects, which arose from the auction until the awarding.

Pursuant to Article 954 of the Greek Civil Procedure Code, the initial auction price is determined within the statement of the court bailiff and as regards the movable property, it cannot be less than 2/3 of the estimated value of the property (according to article 993 par. 2 of the Greek Civil Procedure Code, in conjunction with article 954 par. 2 of the Greek Civil Procedure Code, as amended and in force) and as regards the immovable property, the initial auction price cannot be less than the seized immovable property's "market value", as calculated in accordance with presidential decree no. 59/2016 (published in Government Gazette 95/A/27.05.2016). In particular, pursuant to such presidential decree the property's "market value" is determined by the relevant bailiff who is obliged to appoint a certified appraiser for this purpose, namely an individual or legal person that shall be included in the Certified Appraisers Registry held at the General Directorate for Financial Policy of the Ministry of Finance and published on the Ministry of Finance's website. The latter submits to the bailiff an appraisal report in accordance with European or international recognised appraising standards. Appraisal fees are borne by the creditor who ordered the enforcement against the relevant property, but ultimately burden the Borrower. The initial auction price can be contested by the borrower or any other party having a legal interest by filing an annulment petition against such court bailiff statement at the latest fifteen (15) working days before the auction date. The relevant court's decision should be published at the latest by 12.00 p.m. eight (8) days before the auction date. Furthermore, pursuant to Article 1000 of the Greek Civil Procedure Code, the suspension of auction for up to six (6) months may be sought by the Borrower, on the grounds that there is a good chance of the Borrower being able to satisfy the enforcing party or that, following the suspension period, a better offer would be received at auction, provided that there is no risk of damage of the creditor who ordered the enforcement and that the borrower pays at least one quarter of the claimed capital and the enforcement expenses.

In the auction, the property is sold to the highest bidder who then has ten (10) working days to pay the auction price along with the fees for the use of the electronic auctioning platform which burden the highest bidder. Once the price of the property is paid, the notary public prepares a special deed listing all the creditors and allocating the proceeds of the auction. Each bidder must submit a bank guarantee or banker's draft for an amount equal to 30 per cent of the starting price of the auctioned property and declare his/her attendance in the auction by 15.00, two (2) working days prior to the auction date. On the date of preceding the auction date, by 17.00, the auction clerk registers with electronic auction platform a list of the bidders entitled to participate in the auction. Pursuant to Article 966 of the Greek Civil Procedure Code, if no bidders appear at the auction, the immovable property is awarded at the minimum auction price to the person in favour of whom the

enforcement proceedings were initiated, upon the latter's request. The hearing of such request shall mandatorily be scheduled as a matter of priority within eight (8) working days from the date of filing and it shall be served at least three (3) working days before the hearing date. A recent evaluation report of the auction property, dated after the date of the last auction shall be submitted on the hearing date before the competent Court. The relevant decision must be issued within eight (8) working days from the hearing. If no such request is submitted, a repetitive auction takes place within forty (40) days. If such repetitive auction is unsuccessful, the competent court, upon request of persons having legal interest, may order the conduct of another auction within thirty (30) days, at the same or a reduced auction price or allow the sale of the property to the person in favour of whom the enforcement proceedings were initiated or to third persons at a price determined by the court, which may also provide that part of the consideration may be paid in instalments. Following two unsuccessful auctions, a petition may be filed by any interested party for a new auction date to be set, with the same or a lower fixed first price, or for a permission for a direct sale of the property at a price to be determined by the Court (in accordance with article 966 par. 2, as amended by article 23 of Greek law 4549/2018).

Each creditor must announce its claim to the notary public by no later than fifteen (15) days after the auction and submit all documents proving such claims, otherwise the notary public will not take his claim into account. Once the allocation of proceeds amongst the creditors of the Borrower has been determined pursuant to a deed issued by a notary public, the creditors of the Borrower may dispute the allocation and file a petition contesting the deed pursuant to Article 979 in conjunction with Article 933 of the Greek Civil Procedure Code. The competent Court of First Instance will adjudicate the matter, but the relevant creditor is entitled to appeal against the decision to the Court of Appeal. The hearing date of the petition contesting such deed must be obligatory set within sixty (60) days from its filing (or within 120 days in case of the creditor residing abroad). This procedure may further delay the collection of proceeds and the time at which the Issuer finally receives the proceeds of the enforcement of the relevant property. However, Article 980 of the Greek Civil Procedure Code provides that a creditor is entitled to the payment of its claim even if its allocation priority is subject to a challenge, provided that such creditor provides a bank letter of guarantee issued by a bank permanently established in Greece on demand securing repayment of the money in the event that such challenge is upheld.

Once the list of creditors is confirmed and adjudicated, the proceeds are distributes according to the deed setting out the allocation of proceeds in accordance with articles 975, 976, 977 and 977A of the Greek Civil Procedure Code.

In addition, pursuant to Article 998, paragraph 2 of the Greek Civil Procedure Code, there is a period of mandatory suspension for all enforcement procedures (including auctions) between 1 and 31 August of each year and prohibition of auctions of real properties on the Wednesday before and after the date of any national, municipal or European elections. For more details see "*Enforcing Security*". Following the amendment of the Greek Civil Procedure Code by Greek law 4512/2018, as from 21 February 2018 onwards, the auction takes place exclusively through the use of electronic means, in particular through the use of the electronic auction platform (e-auctions.gr), under the responsibility of a certified notary public of the district of the seized property (or if not available for any reason, of the district of the execution place or, if not available for any reason, before any Athens notary public) under the responsibility of a competent notary public acting as auction clerk. The relevant process is detailed in article 959 of the Greek Civil Procedure Code, as replaced by article 207 par. 6 of the Greek law 4512/2018.

Auction Proceeds

The proceeds of an auction following enforcement against a property securing a Loan are allocated in accordance with Articles 975, 976 and 977 of the Greek Civil Procedure Code, as amended by Law 4335/2015 and most recently by Greek law 4512/2018. The Greek law 4512/2018 introduced significant amendments to the Greek Civil Procedure Code in respect of the allocation of proceeds to the creditors of the debtor.

After the entry into force of article 977A of the Greek Civil Procedure Code and as regards the new claims arising as of 17 January 2018 and onwards, if such claims are secured through a first ranking security, the

auction proceeds are allocated, after deduction of the enforcement expenses, to the extent applicable, in the following order:

(a) creditors granted special privileges under cases 1 and 2 of article 976 of the Greek Civil Procedure Code, as in force, (which include secured creditors through a mortgage or a mortgage pre-notation over the property or a pledge);

(b) creditors granted privileges under articles 975 and case 3 of article 976 of the Greek Civil Procedure Code, as in force;

(c) unsecured creditors.

In addition, proceeds raised prior to the date of the first auction which relate to unpaid wages of up to six (6) months on the basis of dependent employment up to a monthly amount equal to the statutory minimum wage for an employee aged over twenty five (25) years of age, multiplied by 275 per cent. are allocated before any other claim (super privilege) and after deduction of the costs of execution.

In case that a pre-notation or mortgage is registered over more than one asset of the Borrower, the abovementioned claims related to unpaid wages, if announced, are satisfied by auction proceeds allocated to the creditors as following: (i) pari passu, if the auctions took place simultaneously; or (ii) according to the chronological order of the auctions until to payment in full, if the auctions took place successively. In the case of (ii) above, the creditors who enjoy special privileges which not satisfied are granted a right to the auction proceeds from the remaining auctioned assets of the Borrower. After the satisfaction of privileged creditors, the non-privileged creditors are satisfied pari passu by the remaining amount of the auction proceeds.

In respect of the claims arising as of 1 January 2016 until 16 January 2018 and in respect of orders of execution served to the debtor after 1 January 2016, auction proceeds continue to be allocated, after deduction of the enforcement expenses reasonably determined by the auction clerk, to the following creditors of the Borrower, to the extent applicable, in the following order, pursuant to the Greek law 4335/2015, as it previously stood:

(a) Creditors enjoying general privileges under Article 975 of the Greek Civil Procedure Code:

  (i) medical and funeral expenses of the debtor and his family that arose within the last twelve (12) months prior to the day of the public auction or the declaration of bankruptcy and compensation claims (except claims for moral damages) due to disability exceeding eighty per cent. (80 per cent.) or more that arose until the day of the public auction or the declaration of bankruptcy;

  (ii) claims for the nourishment of the debtor and his family that arose during the last six months before the day of the public auction or the declaration of bankruptcy;

  (iii) claims based on salaried employment, claims from fees expenses and compensation of lawyers paid under fixed regular remuneration, provided that they arose within the last two years prior to the day of the first public auction or the declaration of bankruptcy compensation claims arising by reason of termination of employment arrangements and lawyers' compensation claims arising by reason of the termination of in-house employment arrangement. The same rank also includes claims of the State in respect of the Value Added Tax (**VAT**) and any attributable or withholding taxes together with any surcharges and interests imposed on such claims, as well as claims of social security organisation, alimony claims in case of death of the person owing alimony and compensation claims due to disability exceeding sixty seven per cent. (67 per cent.) which arose up to the day of the public auction or the declaration of bankruptcy;

(iv) claims of farmers or agricultural cooperatives from the sale of agricultural products that arose within the last year prior to the day the public auction was first set to occur or the declaration of bankruptcy;

(v) claims of the State and municipal authorities arising out of any cause, together with any surcharges and interest imposed on such claims;

(vi) claims of the Greek Investor Compensation Scheme (**Syneggyitiko**) against the debtor, insofar as the debtor was an investment services firm and the claims of such fund were born within the two (2) years preceding the day of the public auction or the declaration of bankruptcy;

(vii) claims by the Athens Stock Exchange Members' Guarantee Fund (if the Borrower is or was an investment services company within the meaning of Greek law 3606/2007) arising in the previous two years before the date of the auction or the declaration of bankruptcy (this should not be relevant for any Borrower),

(b) secured creditors through a mortgage or a mortgage pre-notation over the property; and

(c) unsecured creditors.

In case of concurrence of general privileges (as mentioned above) and special privileges (which include claims secured by pledge or mortgage) and non – privileged claims, the percentage of satisfaction of the creditors with general privileges is limited to up to twenty five percent (25 per cent.), whereas the percentage of satisfaction of creditors with special privileges is up to sixty five percent (65 per cent.). The remaining amount of ten percent (10 per cent.) of the auction proceeds is allocated to the non – privileged creditors. In case of concurrence of creditors with special privileges and non – privileged creditors, an amount of ninety (90 per cent.) is allocated to creditors with special privileges, while an amount of ten percent (10 per cent.) of the auction proceeds is allocated to the non-privileged creditors. In case of concurrence of claims with general privileges and non – privileged claims, the percentage of satisfaction of the former is seventy percent (70 per cent.).

Accordingly, the Issuer, as owner of a first ranking pre-notation could be limited to receiving approximately two thirds or sixty five per cent (65 per cent.) (as applicable) of the proceeds raised by an auction of a property securing a Loan if creditors with general privileges and non-privileged creditors exist. In such case, the proceeds may not be sufficient to discharge the amount that is owed by the Borrower to the Issuer under the Loan, which may in turn affect the Issuer's ability to meet its obligations in respect of the Covered Bonds.

However, given that the loans are given a maximum eighty per cent. (80 per cent.) LTV indexed value for the purpose of calculating the Statutory Tests and the Amortisation Test the value of the property securing a Loan should exceed the Outstanding Principal Balance of that portion of the Loan accredited value for the purposes of the Statutory Tests.

REGULATION AND SUPERVISION OF BANKS IN GREECE

The Group is subject to financial services laws, regulations, administrative actions and policies in each location where the Group operates. The Bank of Greece is the central bank in Greece. The European Central Bank (the **ECB**) through the Single Supervisory Mechanism (**SSM**) and the support of the Bank of Greece is responsible for the licensing and supervision of credit institutions operating in Greece, in accordance with Regulation No. 1024/2013 conferring specific tasks on the European Central Bank concerning policies relating to the prudential supervision of credit institutions and Greek law 4261/2014 on access to the activity of credit institutions and the prudential supervision of credit institutions (the **Banking Law**), Greek law 4370/2016, as in force, on the Greek deposit and investment guarantee fund, Greek law 4557/2018 on anti-money laundering (as amended by Greek laws 4734/2020 and 4816/2021 and in force), Greek law 4537/2018 on payment services and on participation in credit institutions, Greek law 4335/2015 transposing Directive No. 2014/59/EU (establishing a framework for the recovery and resolution of credit institutions and investment firms), Regulation No. 806/2014 (establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund) and Greek law 1266/1982 on organisation, exercising monetary, credit and currency policy, each as amended and in force.

Regulation of the banking industry in Greece has changed in recent years as Greek law has been modified to a great extent so as to comply with applicable EU directives. In August 2007, EU Directives, including the transposition into Greek law of No. 2006/48/EC and 2006/49/EC regarding the adoption of the revised Basel Capital Accord, known as Basel II, relating to the taking up and pursuit of the business of credit institutions and to the capital adequacy of investment firms and credit institutions by virtue of Greek law 3601/2007 (which has now been repealed by the Banking Law).

As of 1 January 2014, a new framework on capital requirements for credit institutions on the basis of the Basel III accord was introduced by virtue of the CRD IV and CRR. CRD IV was transposed into Greek law by virtue of the Banking Law which entered into force on 1 January 2014 with the exception of specific provisions regarding the requirements to maintain a capital conservation buffer, an institution-specific countercyclical capital buffer, global and other systemically important institutions, the recognition of a systemic risk buffer rate, the setting and calculation of countercyclical capital buffers, the recognition of countercyclical buffer rates in excess of 2.5 per cent., the third country countercyclical buffer rates, the calculation of institution-specific countercyclical capital buffer rates and capital conservation measures which entered into force as of 1 January 2016, as well as provisions regarding administrative penalties and other administrative measures which entered into force as of 5 May 2014. The CRR is also applicable as of 1 January 2014, with the exception of certain provisions in relation to the option of authorities to derogate from the application of liquidity requirements on an individual basis, the taking of joint decisions by the consolidating supervisor and the competent authorities on the level of application of liquidity requirements on parent and subsidiary entities, the disclosure of information regarding an institution's leverage ratio, which became applicable as of 1 January 2015 and the provision regarding stable funding which applies from 1 January 2016. To provide guidance for the implementation of CRD IV, the European Commission issued Implementing Regulation (EU) No. 680/2014 of 16 April 2014 setting forth implementing technical standards with regard to supervisory reporting of institutions which was amended, *inter alia,* by the Implementing Regulation (EU) No. 2015/79 of 18 December 2014, Implementing Regulation 2015/227 of 9 December 2015, Implementing Regulation 2015/1278 of 9 July 2015, Implementing Regulation 2016/322 of 10 February 2016, Implementing Regulation 2016/428 of 23 March 2016 and 2018/1627 of 9 October 2018.

For more information as to the new capital requirements framework, see "*Guidelines for Capital Requirements*" below.

According to Article 166 of the Banking Law, any regulatory decisions issued by authorisation of the banking law previously in force (Law 3601/2007) and abolished by the Banking Law, remain in force until they are replaced by new decisions issued by authorisation of the Banking Law provided that they are not contrary to the provisions of the Banking Law or the CRR.

The ECB is the central bank for the Euro managing the Eurozone's monetary policy. Within the context of establishing a European banking union based on a concise and detailed common rulebook for financial services regarding the entire internal market, composed by a single supervisory mechanism and a new deposit guarantee and resolution framework, Regulation 1024/2013 was issued conferring specific tasks on the ECB concerning policies relating to the prudential supervision of credit institutions in the Eurozone.

According to Article 4 of the CRR, the ECB was conferred among other things, the below duties as of 4 November 2014:

- To authorise credit institutions and to withdraw authorisations of credit institutions;
- For credit institutions, that wish to establish a branch or provide cross-border services in a country outside the Eurozone, to carry out the tasks which the competent authority of the home Member State shall have under the relevant union law;
- To assess notifications of the acquisition and disposal of qualifying holdings in credit institutions;
- To ensure compliance with the acts which impose prudential requirements on credit institutions in the areas of own funds requirements, securitisation, large exposure limits, liquidity, leverage, and reporting and public disclosure of information on those matters;
- To ensure compliance with the acts which impose requirements on credit institutions to have in place robust governance arrangements, including the fit and proper requirements for the persons responsible for the management of credit institutions, risk management processes, internal control mechanisms, remuneration policies and practices and effective internal capital adequacy assessment processes, including Internal Ratings Based models;
- To carry out supervisory reviews, including where appropriate in coordination with the European Banking Authority, stress tests and on the basis of that supervisory review to impose on credit institutions specific additional own funds requirements, specific publication requirements, specific liquidity requirements and other measures, where specifically made available to competent authorities by relevant EU law;
- To carry out supervision on a consolidated basis over credit institutions' parent entities established within the Eurozone and to participate in supervision on a consolidated basis; and
- To carry out supervisory tasks in relation to recovery plans, and early intervention where a credit institution or group in relation to which the ECB is the consolidating supervisor, does not meet or is likely to breach the applicable prudential requirements, and, only in the cases explicitly stipulated by relevant EU law for competent authorities, structural changes required from credit institutions to prevent financial stress or failure, excluding any resolution powers.

The ECB and the national central banks together constitute the Eurozone's central bank system. The ECB performs its supervisory duties through the SSM in collaboration with the competent national authorities, namely, in the case of Greece, the Bank of Greece.

The Regulatory Framework – Prudential Supervision

Credit institutions operating in Greece are required to:

- Observe the liquidity ratios prescribed by the applicable articles of the Banking Law and the CRR and Commission Delegated Regulation (EU) 2015/61 supplementing the CRR with regard to liquidity coverage requirement for credit institutions, as well as several other Commission Delegated

Regulations supplementing the CRR with regard to regulatory technical standards for own funds, additional liquidity outflows etc.;

- Maintain efficient internal audit, compliance and risk management systems and procedures (Act No. 2577/2006 of the Governor of the Bank of Greece, as supplemented and amended by successive Acts of the Governor of the Bank of Greece and decisions of the Banking and Credit Committee of the Bank of Greece and as amended most recently by virtue of decision No. 147/27.7.2018 of the Banking and Credit Committee of the Bank of Greece, and currently in force);

- Submit to the ECB periodic reports and statements;

- Provide to the ECB or the Bank of Greece such further information as it may require; and

- In connection with certain operations or activities, make notifications to or request the prior approval of (as the case may be) the ECB or the Bank of Greece, in each case in accordance with the applicable laws of Greece and the relevant acts, decisions and circulars of the Bank of Greece (each as in force from time to time).

Under Greek legislation, the ECB, in the exercise of its control over Greek credit institutions, has the power to conduct audits and inspect the books and records of credit institutions. If a credit institution breaches any law or regulation falling within the scope of the supervisory power attributed to the ECB, the ECB is empowered, among others, to:

- Require the relevant credit institution to take appropriate measures to remedy the breach;

- Impose fines (Article 55A of the articles of association of the Bank of Greece, as amended by Act No. 2602/2008 of the Governor of the Bank of Greece);

- Appoint an administrator who shall evaluate the general financial, administrative and organisational state of the credit institution and take all necessary steps to ensure its proper operation, preparing it either for recovery or entry into liquidation proceedings; and

- Where the breach cannot be remedied, suspend or revoke the license of the credit institution and place it in a state of special liquidation.

The Bank of Greece was the competent authority for the resolution of credit institutions operating in Greece until 31 December 2015. As of 1 January 2016, the SSM became the competent authority for the resolution of credit institutions operating in Greece.

Transposition of Directive 2001/24/EC of the European Parliament and of the Council of 4 April 2001 on the Reorganisation and Winding Up of Credit Institutions

Greece has faithfully transposed Directive No. 2001/24/EC by virtue of Greek law 3458/2006 on the winding-up and reorganisation of credit institutions. Greek law 3458/2006, as amended and in force, is in line with the provisions of Directive No. 2001/24/EC and introduces a series of conflicts of laws rules on the laws applicable to the winding-up and reorganisation of a credit institution, including among others:

Law Governing the Reorganisation Measures

Article 4 sets the rule by providing that any reorganisation process shall be applied in accordance with the laws, regulations and procedures applicable in the Home State of the credit institution, subjected to such process. The process would be carried out in accordance with the provisions of the Banking Law.

Law Governing the Winding-Up Process

Article 11 introduces a conflict of laws rule on the winding up process for credit institutions, pursuant to which any credit institution shall be wound up in accordance with the laws, regulations and procedures applicable in Greece insofar as Greek law 3458/2006 does not provide otherwise.

The regulatory framework has been affected by the recapitalisation framework and the creation of the HFSF.

Transposition of Directive 2014/59 Establishing a Framework for the Recovery and Resolution of Credit Institutions

The European Council of October 18, 2012 reached the conclusion that "*in the light of the fundamental challenges facing it, the Economic and Monetary Union needs to be strengthened to ensure economic and social welfare as well as stability and sustained prosperity*" and that "*the process towards deeper economic and monetary union should build on the EU's institutional and legal framework and be characterised by openness and transparency towards non-euro area Member States and respect for the integrity of the Single Market.*" For that reason, a banking union is created on the basis of a complete and detailed set of rules for financial services covering the entire internal market by establishing a single supervisory mechanism, the introduction of a new deposit guarantee and resolution framework.

Within that context, Directive No. 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms (**BRRD**) and Regulation 806/2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions were adopted. The BRRD was transposed into Greek law by virtue of Article 2 of Law 4335/2015 and has entered into force on July 23, 2015 (with the exception of certain provisions related to the bail-in tool, which apply from January 1, 2016).

According to Greek law 4335/2015 (the **BRR Law**), the Bank of Greece remained the resolution authority for Greek systemic credit institutions until 31 December 2015, and as of 1 January 2016 the resolution powers were conferred to the SRM, established by virtue of the above Regulation 806/2014.

Greek law 4335/2015 provides, *inter alia*, the steps of preparation for the adoption of measures of recovery and resolution, including:

(a) the drawing up and the submission of recovery plans by credit institutions to the Bank of Greece for evaluation, which provide the measures to be taken for the restoration of their financial position following a significant deterioration thereof; and

(b) the drawing up of a resolution plan by the resolution authority for each credit institution.

Furthermore, Greek law 4335/2015 provides the competent authority with extensive powers for the early intervention in the operations of a credit institution in order to prevent its insolvency. Within this framework, the Bank of Greece, as the competent resolution authority, may take the following measures:

- Require the management body of the institution to implement one or more of the arrangements or measures set out in the recovery plan or to update such recovery plan;

- Require the management body of the institution to examine the situation, identify measures to overcome any problems identified and draw up an action program to overcome those problems and a timetable for its implementation;

- Require the management body of the institution to convene, or if the management body fails to comply with that requirement convene directly, a meeting of shareholders of the institution, and in both cases set the agenda and require certain decisions to be considered for adoption by the shareholders;

- Require one or more members of the management body or senior management to be removed or replaced if those persons are found unfit to perform their duties;

- Require the management body of the institution to draw up a plan for negotiation on restructuring of debt with some or all of its creditors according to the recovery plan, where applicable;

- Require changes to the institution's business strategy;

- Require changes to the legal or operational structures of the institution; and

- Acquire, including through on-site inspections and provide to the resolution authority, all the information necessary in order to update the resolution plan and prepare for the possible resolution of the institution and for the valuation of the assets and liabilities of the institution prior to and for the purpose of its resolution.

In case of significant deterioration of the financial condition of an institution or of significant infringements of the law, regulatory acts or the constitutional documents of the institution or in case of significant administrative irregularities, and provided that the above measures are not sufficient to reverse the deterioration, the competent authority, may require the removal of the senior management or management body of the institution, in its entirety or with regard to individuals. When the competent authority considers the replacement of the senior management or the management body as insufficient for the restoration of the situation, it may appoint one or more commissioners either to temporarily replace the board of directors of the institution or to temporarily cooperate with it. The role and duties of such commissioner shall, *inter alia*, include ascertaining the financial position of the institution, managing the business of the institution with a view to preserving or restoring its financial position as well as taking measures to restore the sound and prudent management of the business of the institution.

In case a credit institution, despite the early intervention of the competent authority, becomes insolvent, the resolution authority may take measures for its resolution. In this regard, Greek law 4335/2015 introduces four new resolution tools:

- The sale of business tool: According to this tool the resolution authority has the power to transfer, on commercial terms, to a purchaser that is not a bridge institution shares or other instruments of ownership and/or some or all of the assets of the institution under resolution, namely rights, obligations and contractual relationships of such institution, without the consent of its shareholders or of any third party other than the acquirer. Following this, the institution is placed under special liquidation;

- The bridge institution tool: According to this tool the resolution authority has the power to transfer to a bridge institution shares or other instruments of ownership and/or some or all of the assets of the institution under resolution, namely rights, obligations and contractual relationships of such institution, without the consent of its shareholders or of any third party other than the bridge institution, which is then placed under special liquidation. The bridge institution, which is established to serve the purposes of the resolution, belongs in its entirety or partially to the Resolution Fund (namely the Resolution Scheme of the HDIGF pursuant to paragraph 1 of article 95 of the Greek law 4335/2015, but also see below under "*Single Resolution Fund*") or one or more public authorities, while it is created exclusively for the abovementioned purpose. The bridge institution or its assets are sold on commercial terms within two years from its establishment or otherwise the bridge institution is placed under liquidation;

- The asset separation tool: the resolution authority may use this tool to transfer assets, namely rights, obligations and contractual relationships of an institution under resolution or a bridge institution to one or more asset management vehicles, without the consent of the shareholders of the institution under resolution or of any third party other than the bridge institution. These asset management vehicles are legal persons owned in total or partially or controlled by one or more authorities, including

the Resolution Fund or the resolution authority and created for the purpose of receiving some or all of the assets, rights and liabilities with the purpose of maximising their value until their eventual sale or orderly wind down; and

- The bail-in tool is a new tool which the resolution authority may use for the write down or conversion of the liabilities of the institution under resolution. (for a more detailed description of this tool please see below under "*The Bail-in Tool*").

According to Article 32 of Greek law 4335/2015, the resolution tools may be used provided that the following conditions are cumulatively met:

- The institution is failing or is likely to fail, namely:
  - The institution infringes or there are objective elements to support a determination that the institution will, in the near future, infringe the requirements for continuing authorisation in a way that would justify the withdrawal of the authorisation by the competent authority including but not limited to because the institution has incurred or is likely to incur losses that will deplete all or a significant amount of its own funds;
  - The assets of the institution are or there are objective elements to support a determination that the assets of the institution will, in the near future, be less than its liabilities;
  - The institution is or there are objective elements to support a determination that the institution will, in the near future, be unable to pay its debts or other liabilities as they fall due; and
  - Extraordinary public financial support is required except when, in order to remedy a serious disturbance in national economy and preserve financial stability, the extraordinary public financial support takes any of the following forms: (i) a state guarantee to back liquidity facilities provided by the central bank according to the conditions governing its operation; (ii) a state guarantee of newly issued liabilities; or (iii) an injection of own funds or purchase of capital instruments at prices and on terms that do not confer an advantage upon the institution, where neither the circumstances referred to under the preceding three bullet points of this paragraph nor the circumstances referred to in paragraphs 2 and 9 of Article 59 of Greek law 4335/2015 are present at the time the public support is granted.
- Having regard to timing and other relevant circumstances, there is no reasonable prospect that any alternative private sector measures or supervisory action would prevent the failure of the institution within a reasonable timeframe; and
- A resolution action is necessary in the public interest and in particular for the achievement of and is proportionate to one or more of the resolution objectives and winding up of the institution under normal insolvency proceedings would not meet those resolution objectives to the same extent.

The resolution procedure is governed by specifically defined principles set out in Article 34 of Greek law 4335/2015 and is based on a fair, prudent and realistic valuation of the assets and liabilities of the credit institution under resolution, performed in accordance with Article 36 of Law 4335/2015 by a valuator who is appointed by the resolution authority and is independent from any public authority, including the resolution authority and the institution, with the following purposes:

- To inform the determination of whether the conditions for resolution or the conditions for the write down or conversion of capital instruments are met;
- If the conditions for resolution are met, to inform the decision on the appropriate resolution action to be taken in respect of the institution;

- When the power to write down or convert relevant capital instruments is applied, to inform the decision on the extent of the cancellation or dilution of shares or other instruments of ownership, and the extent of the write down or conversion of relevant capital instruments in order to comply with the principle that no creditor will incur greater losses than it would have incurred if the institution under resolution had been wound up under normal insolvency proceedings ("creditor no worse off principle");

- When the bail-in tool is applied, to inform the decision on the extent of the write down or conversion of eligible liabilities;

- When the bridge institution tool or asset separation tool is applied, to inform the decision on the assets, rights, liabilities or shares or other instruments of ownership to be transferred and the decision on the value of any consideration to be paid to the institution under resolution or, as the case may be, to the owners of the shares or other instruments of ownership;

- When the sale of business tool is applied, to inform the decision on the assets, rights, liabilities or shares or other instruments of ownership to be transferred and to inform the resolution authority's understanding of what constitutes commercial terms; and

- In all cases, to ensure that any losses on the assets of the institution are fully recognised at the moment the resolution tools are applied or the power to write down or convert relevant capital instruments is exercised.

The Bail-in Tool

The bail-in tool includes the bail-in and/or the write down or conversion of capital instruments. The bail-in tool can be used separately or in conjunction with the other resolution measures. The bail-in tool entered into force on 1 November 2015 with the exception of the provisions according to which the application of the bail-in tool requires the contribution of private sector investors and creditors to loss absorption and recapitalisation of the credit institution must be equal to an amount not less than 8 per cent. of the total liabilities (including own funds) of the institution under resolution, measured at the time of resolution action in accordance with the valuation provided for in Article 36 of Greek law 4335/2015.

The resolution authority may implement the bail-in tool for any of the following reasons:

(a) for the recapitalisation of an institution that meets the requirements for resolution; or

(b) for the conversion to share capital or the write down of the liabilities or the debt instruments transferred to a bridge institution in order to provide it with capital, or in the context of the implementation of the sale of business tool or asset separation tool. The restructuring of the liabilities using the bail-in tool takes place in a manner which ensures that the shareholders bear losses first, followed by relevant capital instruments, subordinated liabilities and senior unsecured liabilities, in accordance with their hierarchy in normal insolvency proceedings.

When applying the bail-in tool for the write down or conversion of capital instruments, the resolution authority shall take in respect of shareholders and holders of other instruments of ownership one or both of the following actions:

- Cancel existing shares or other instruments of ownership or transfer them to bailed-in creditors; and

- Provided that, in accordance to the valuation carried out under Article 36, the institution under resolution has a positive net value, dilute existing shareholders and holders of other instruments of ownership as a result of the conversion into shares or other instruments of ownership of: (i) relevant capital instruments issued by the institution pursuant to the power referred to in Article 59 paragraph 9

of Greek law 4335/2015; or (ii) eligible liabilities issued by the institution under resolution pursuant to the power referred to in point (f) of Article 63 paragraph 1 of the same law.

The following liabilities are excluded from the bail-in tool:

- Covered deposits;
- Secured liabilities including covered bonds and liabilities in the form of financial instruments used for hedging purposes which form an integral part of the cover pool and which according to national law are secured in a way similar to covered bonds;
- Any liability that arises by virtue of the holding by the institution of client assets or client money including client assets or client money held on behalf of UCITS as defined in paragraph 2 of Article 2 of Greek law 4099/2012 or of AIFs as defined in point (a) of paragraph 1 of Article 4 of Greek law 4209/2013, provided that such a client is protected under the applicable insolvency law;
- Any liability that arises by virtue of a fiduciary relationship between the institution (as fiduciary) and another person (as beneficiary) provided that such beneficiary is protected under the applicable insolvency or civil law;
- liabilities to institutions, excluding entities that are part of the same group, with an original maturity of less than seven days;
- liabilities with a remaining maturity of less than seven days, owed to systems or operators of systems designated according to Greek law 2789/2000 or their participants and arising from the participation in such a system;
- Deposits of the HDIGF and the Stock Exchange Members' Guarantee Fund; and
- A liability to any one of the following:
  - An employee, in relation to accrued salary, termination compensation, pension benefits or other fixed remuneration, except for the variable component of remuneration that is not regulated by a collective bargaining agreement;
  - A commercial or trade creditor arising from the provision to the institution of goods or services that are critical to the daily functioning of its operations, including IT services, utilities and the rental, servicing and upkeep of premises;
  - Tax and social security authorities, provided that those liabilities are preferred under the applicable law; and
  - Deposit guarantee schemes arising from contributions due in accordance with Directive No. 2014/49/EU.

All secured assets relating to a covered bond cover pool should remain unaffected, segregated and with enough funding. However, neither this requirement nor the exclusion of the secured liabilities (including covered bonds) shall prevent the resolution authority, where appropriate, from exercising those powers in relation to any part of a secured liability that exceeds the value of the security.

The power to write down or convert relevant capital instruments conferred to the resolution authority under Articles 59 *et seq.* of Greek law 4335/2015 and which constitute the second part of the bail-in tool may be exercised either independently of the resolution action taken by the resolution authority within the context of the bail-in tool for the purpose of the recapitalization of a credit institution or in combination with the action

taken by the resolution authority provided that the requirements set out in Articles 32 and 33 of Greek law 4335/2015 are fulfilled or in combination at the point of non-viability with the government financial stabilization tools provided for in Articles 56 to 58 of the same law (please see below under "*Extraordinary Public Financial Support*"), under the circumstances provided by the applicable legislation, for example when it is established that the conditions for resolution are met or when the competent authority establishes that if the said power is not exercised, the institution will cease to be viable (**PONV**). If an institution meets the requirements for resolution and the resolution authority decides to implement a resolution tool, then the exercise of the above power is required.

As is the case for the bail-in tool, the BRRD sets a special ranking of the instruments subject to the powers of write down or conversion in the following order: common shares, preferred shares, hybrids and subordinated securities. In that case the exercise of such power is based on the valuation performed by an independent valuator appointed by the resolution authority in accordance with Article 36. By virtue of Greek law 4335/2015, a new Article 145A was introduced into Greek law 4261/2014 determining the ranking of claims upon liquidation of a credit institution.

More specifically, in accordance with Article 145A, as amended by virtue of Greek laws 4340/2015, 4346/2015 4438/2016, 4583/2018, 4799/2021 and more recently by Greek law 4920/2022, the following claims are ranked preferentially in the following order:

(a) claims deriving from the provision of employment services and legal fees to the extent that the claims arose during the two years prior to the opening of special liquidation proceedings under Greek law 4261/2014, as well as employees' and in-house lawyers' claims deriving from the termination of their employment/mandate, irrespective of the point at which such claims arose, claims of the Greek state for value added tax and other taxes aggregated with any surcharges and interest accrued, and claims of social security organisations;

(b) Greek State claims arising in case of application of internal Articles 57 or 58 of Article 2 of the BRR Law referring to financial stabilisation tools;

(c) claims deriving from guaranteed deposits or claims of the Hellenic Deposit and Investment Guarantee Fund (HDIGF), the latter assuming the depositors' rights and obligations, who have been compensated by the HDIGF, and for the amount of such compensation or claims of the HDIGF due to the use of the Deposit Cover Scheme (DCS) in the context of resolution under Article 104 of BRR Law;

(d) any type of Greek State claim aggregated with any surcharges and interest charged on these claims;

(e) the following claims:

  (i) Claims of the Resolution Fund pursuant to internal Article 98, par. 6, of the BRR Law, in case of provision of financing to the institution in the context of the fulfilment of the obligations of the Resolution Fund, as per the specific provisions of internal Article 95, par. 2, of the BRR Law; and

  (ii) Claims deriving from eligible deposits of natural persons and micro, small and medium-sized enterprises to the extent that they exceed the coverage threshold for deposits pursuant to Article 9 of Law 4370/2016, and claims deriving from deposits of natural persons and micro, small and medium-sized enterprises that would be eligible deposits if such deposits have not been made through third country (non-EU) branches of EU credit institutions.

(f) claims deriving from investment services that are covered by the HDIGF within the meaning of Articles 12 and 13 of Law 4370/2016 or claims of the HDIGF, the latter assuming the rights and obligations of investor clients, who have been compensated by the HDIGF, and for the amount of such compensation;

(g) claims deriving from eligible deposits to the extent that they exceed but the coverage limit and do not fall under (e) above;

(h) claims deriving from deposits exempted from compensation in accordance with Article 12 of Law 4370/2016, excluding claims deriving from transactions of investors for which a final court decision has been issued for a penal violation of AML/CFT rules;

(i) without prejudice to points (j) and (k) below, other claims that do not fall within the above listed points and are not subordinated claims as per the relevant agreement, including but not limited to, liabilities under loan agreements and other credit agreements, agreements for the supply of goods or for the provision of services or from derivatives, claims deriving from debt instruments issued by the credit institution, claims deriving from guarantees granted by the credit institution in relation to debt instruments issued by its subsidiaries (as defined in paragraph 2 of Article 32 of Law 4308/2014), irrespective whether such subsidiaries have their registered seat in Greece or abroad, as well as claims of such subsidiaries, when their claims derive from a loan or deposit agreement with the credit institution in question, by virtue of which the proceeds from such issuance of debt instruments by the subsidiaries is on lent to or deposited with the relevant credit institution. In the case of such a deposit by such a subsidiary, this paragraph applies in relation to that part of the deposit for which subparagraph (c) of this paragraph does not apply;

(j) claims deriving from debt instruments issued by the credit institution that meet the following conditions: (aa) the original contractual maturity of the debt instruments is at least one (1) year; (bb) they do not contain any embedded derivatives and they are not themselves derivatives, and the debt instruments are not considered to contain embedded derivatives solely on the basis that they have floating interest based on a widely used reference interest rate or on the basis that they are denominated in a foreign currency, provided that the principal, the repayment and the interest are in the same currency; and (cc) the relevant contractual documentation and, where applicable, the prospectus related to the issuance and the distribution thereof explicitly refer to the lower ranking as provided for in the present point. In addition, this paragraph applies to claims deriving from guarantees granted by the credit institution in relation to debt instruments issued by its subsidiaries (as defined in paragraph 2 of Article 32 of Law 4308/2014), irrespective whether such subsidiaries have their registered seat in Greece or abroad, that meet the above conditions under (aa) to (cc), as well as claims of such subsidiaries, when their claims derive from a loan or deposit agreement with the credit institution in question, by virtue of which the proceeds from such issuance of debt instruments by the subsidiaries is on lent to or deposited with the relevant credit institution. In the case of such a deposit by such a subsidiary, the previous sentence applies in relation to that part of the deposit for which subparagraph (c) of this paragraph does not apply;

(k) Claims deriving from subordinated debt instruments or Tier II instruments or hybrid securities or Additional Tier I instruments or preferential shares or common shares, Common Equity Tier I instruments issued by the credit institution, applying the different ranking between the different categories of claims that fall within this instance. In addition, this paragraph applies to claims deriving from guarantees granted by the credit institution in relation to debt instruments of lower ranking or hybrid securities or other securities included in the above categories issued by its subsidiaries (as defined in paragraph 2 of Article 32 of Law 4308/2014), irrespective whether such subsidiaries have their registered seat in Greece or abroad, when such claims derive from a loan or deposit agreement with the credit institution in question, by virtue of which the proceeds from such issuance of debt instruments or hybrid securities or other securities included in the above categories issued by its subsidiaries. In the case of such a deposit by such a subsidiary, the previous sentence applies in relation to that part of the deposit for which subparagraph (c)of this paragraph does not apply.

The claims under points (i) and (ii) of case (e) above are satisfied pro rata. As for the rest, the provisions of Articles 975 to 978 of the Greek Code of Civil Procedure shall apply by way of analogy.

Directive (EU) 2017/2399 amended BRRD, inter alia, with regards to the ranking of unsecured debt instruments in insolvency hierarchy in the context of ensuring sufficient loss-absorbing and recapitalisation capacity of institutions. Directive (EU) 2017/2399 required, inter alia, EU Member States to create a new class of "non-preferred" senior debt under the terms provided therein. The new class of "non-preferred" senior should rank in insolvency above own funds instruments and subordinated liabilities that do not qualify as own funds instruments, but below other senior liabilities. While institutions will have the discretion to issue both traditional senior debt, if they issue the latter, they need to explicitly state this in the relevant contractual documentation and, where applicable, the prospectus related to the issuance. Further to the abovementioned EU Directive, articles 103-104 of Greek law 4583/2018 were introduced into Greek legislation. It is noted that ranking of the deposits in the context of normal insolvency proceedings is not affected by the above provisions.

It is noted that according to the new Article 145A of Greek law 4261/2014, as amended and in force, in deviation from the above, the following claims are satisfied preferentially as follows: (a) If upon the special liquidation of a credit institution there exist rights from financial collateral agreements within the meaning of Article 2 of Greek law 3301/2004, the collateral taker is fully satisfied from the collateral to the exclusion of any other claims (paragraph 4 of Article 145 of Greek law 4261/2014); (b) During the activation of the procedure for the compensation of depositors according to the provisions of Article 15 of Greek law 4370/2016, as in force, the funds of the Deposit Guarantee Scheme of the HDIGF that are deposited with the failing credit institution, the relevant accrued interest as well as any contribution due to the Deposit Guarantee Scheme of the HDIGF are returned immediately to the latter from the management of the credit institution, in deviation of any other provision of substantive or procedural law and prior to the satisfaction of any other claim; and (c) during the activation of the procedure for the compensation of investors, according to the provisions of Article 15 of Greek law 4370/2016, as in force, the funds of the Investors Guarantee Scheme of the HDIGF that are deposited with the failing credit institution, the relevant accrued interest as well as any contribution due to the Investors Guarantee Scheme of the HDIGF are returned immediately to the latter from the management of the credit institution, in deviation of any other provision of substantive or procedural law and prior to the satisfaction of any other claim. By virtue of Greek law 4340/2015, the above-described ranking of the claims was rendered a mandatory rule of public interest.

In exceptional circumstances, when the bail in tool is implemented, the resolution authority may exclude or partially exclude certain liabilities from the application of the write down or conversion powers. This exception shall apply in case it is strictly necessary and proportionate and shall fall under the specific requirements provided by law.

Extraordinary Public Financial Support

In cases of an exceptional systemic crisis, extraordinary public financial support may be provided, by virtue of a decision of the Greek Minister of Finance, following a recommendation of the Systemic Stability Board of the Greek Ministry of Finance constituted by Greek law 3867/2010, as in force, and a consultation with the resolution authorities, through public financial stabilisation tools as a last resort and only after having assessed and utilised, to the maximum extent, the other resolution tools, in order to avoid, through the direct intervention, the winding-up of the said institutions and in order for the resolution purposes to be accomplished. The public financial stabilisation tools are:

(a) public capital support provided by the Greek Ministry of Finance or by the HFSF following a decision by the Greek Minister of Finance; and

(b) temporary public ownership of the institution, i.e. the transfer of the shares of an institution to a transferee of the Greek State or a company which is fully owned and controlled by the Greek State.

The following conditions must be cumulatively met in order for the public financial stabilisation tools to be implemented:

(a) the institution meets the conditions for resolution;

(b) the shareholders, owners of other instruments of ownership, holders of relevant capital instruments and the holders of eligible liabilities have contributed, through conversion, write down or by any other means, to the absorption of losses and the recapitalisation by an amount equal to at least 8 per cent. of the total liabilities, including own funds of the institution under resolution, calculated at the time of the resolution action in accordance with the valuation conducted; and

(c) prior and final approval by the European Commission regarding the EU state aid framework for the use of the chosen tool has been granted.

In addition to the above, for the provision of public financial support, one of the following conditions must be met:

(a) the application of the resolution tools would not suffice to avoid a significant adverse effect on the financial stability;

(b) the application of the resolution tools would not suffice to protect the public interest, where extraordinary liquidity assistance from the central bank has previously been given to the institution; and

(c) in respect of the temporary public ownership tool, the application of the resolution tools would not suffice to protect the public interest, where public equity support through the equity support tool has previously been given to the institution.

By way of exception, extraordinary public financial support may be granted to a credit institution in the form of an injection of own funds or purchase of capital instruments without the involvement of resolution measures, under the following cumulative conditions:

- in order to remedy a serious disturbance in the economy of an EU Member State and preserve financial stability;
- to a solvent credit institution in order to address a capital shortfall identified in a stress test, assets quality reviews or equivalent exercises;
- at prices and on terms that do not confer an advantage upon the institution;
- on a precautionary and temporary basis;
- subject to final approval of the European Commission;
- not to be used to offset losses that the institution has incurred or is likely to incur in the near future;
- the credit institution has not infringed and there are no objective elements to support that the credit institution will, in the near future, infringe its authorisation requirements in a way that would justify the withdrawal of its authorisation;
- the assets of the credit institution are not and there are no objective elements to support that the assets of the credit institution will, in the near future, be less than its liabilities;
- the credit institution is not and there are no objective elements to support that the credit institution will be unable to pay its debts or other liabilities when they fall due; and
- the circumstances for the exercise of the write down or conversion powers in respect of Additional Tier I and Tier II capital instruments of the institution do not apply.

The HFSF

The HFSF is a private law entity with the purpose of (a) maintaining the stability of the Greek banking system and (b) disposing efficiently of shares or other financial instruments held in credit institutions on the basis of a divestment strategy within a specific time period not extending beyond the HFSF's duration.

The HFSF supports the capital adequacy of both Greek credit institutions and subsidiaries of foreign credit institutions lawfully operating in Greece and acting in compliance with the commitments of the Greek state under Greek Law 4046/2012, in relation to the Second Economic Adjustment Programme, as updated from time to time, and under the Agreement for Fiscal Targets and Structural Reforms dated 19 August 2015, a draft of which was ratified by Greek Law 4336/2015, as updated from time to time. The liquidity support provided under Greek Law 3723/2008 or under the operating framework of the Eurosystem and the Bank of Greece does not fall under the scope of the HFSF. The HFSF pursues its purpose based on a strategy agreed between the Ministry of Finance, the Bank of Greece and itself.

The HFSF was established by virtue of Greek Law 3864/2010 which was repeatedly amended, among others by virtue of Greek Laws 4254/2014, 4340/2015, 4346/2015, 4431/2016, 4456/2017, 4537/2018, 4549/2018 and 4701/2020 and most recently by Greek Laws 4783/2021, 4842/2021 and 4941/2022 (the "**HFSF Law**"). The HFSF's initial duration, which was set to expire on 30 June 2017, has been extended to 31 December 2025.

Capital

The HFSF's capital consists of funds that were raised within the context of EU and IMF support mechanism for Greece by virtue of Greek Law 3845/2010. It was gradually paid up by the Hellenic Republic and is evidenced by instruments which are not transferable until the expiry of the term of the HFSF. The HFSF's capital is provided from (a) funds drawn under the support mechanism for Greece set up by the EU and the IMF by virtue of Greek Law 3845/2010 and the Master Financial Assistance Facility dated 15 March 2012; and (b) from funds drawn under the Financial Assistance Facility dated 19 August 2015, as in force from time to time, and are paid to the HFSF by the Hellenic Republic.

The Greek Minister of Finance may request the return of capital from the HFSF to the Hellenic Republic. Before the expiry of the HFSF's term or the initiation of a liquidation process, the Minister of Finance decides jointly with the European Financial Stability Facility ("**EFSF**") and the European Stability Mechanism ("**ESM**"), the entity to and the manner by which the capital and assets and liabilities of HFSF will be transferred due to its expiration or liquidation. Accordingly, the Minister of Finance may entrust by direct award the preparation of a study on the process of transition to an independent provider of financial or business and management advisory services pursuant to a previously issued joint decision of the Minister of Finance and the ESM. The above transfer will be to an entity independent of the Hellenic Republic and will take place in a manner that ensures that the financial and legal position of the EFSF and ESM will not deteriorate for that reason. If, at the expiry of the HFSF's term, the HFSF has no obligation towards the EFSF and the ESM, and holds no assets over which the former have a security interest or other rights, the assets of the HFSF following completion of its liquidation process, will be transferred to the Hellenic Republic by operation of law.

Organisation

With effect from 16 July 2022, the organisation of the HFSF has been modified, following amendment of the HFSF Law by Greek Law 4941/2022. In particular, as of 16 July 2022, the HFSF is managed by a nine (9)-member Board of Directors; the Executive Committee and the General Council above has been dissolved. The Board of Directors consists of nine (9) members, out of which six (6) are non-executive and three are (3) executive members of the Board of Directors. Four (4) of its non-executive members, including its Chairman, are selected among persons with international banking experience ("**independent non-executive members**"). The remaining two (2) non-executive members of the Board of Directors are a representative of the Ministry of Finance and a representative of the Bank of Greece. The executive members of the Board of Directors include: (a) the Managing Director, who is selected from persons with international experience in banking and is in charge of the execution of the HFSF's decisions and monitoring the HFSF's management and actions; (b)

a member nominated jointly by the Bank of Greece and the Ministry of Finance; and (c) a member selected from persons with international banking experience. The Managing Director, the executive member under (c) above and the independent non-executive members of the Board of Directors are selected by the Selection Committee. The members of the Board of Directors are appointed by decision of the Minister of Finance, with a three (3)-year term, which can be renewed but cannot be extended beyond the HFSF's duration. The Euro Working Group's prior consent is required for the appointment of the members of the Board of Directors as well as the renewal of their term of office and remuneration, excluding the appointment of the executive member of the Board of Directors nominated by the Ministry of Finance and the Bank of Greece, as well as the two non-executive members appointed by the Ministry of Finance and the Bank of Greece. The Board of Directors will convene as often as required and, in any case, at least once (1) per month. In the meetings of the Board of Directors, one (1) representative of the EC, one (1) of the ESM and one (1) of the ECB or their substitutes is invited to participate as observers without voting rights. A quorum is established in the Board of Directors when at least five (5) members are present. Each member of the Board of Directors is entitled to one (1) vote. In case of a tied vote, the Chairman has a casting vote. The Board of Directors makes decisions by majority of the present members, unless otherwise provided for by the HFSF Law, as in force. The Greek State or any other state body and institution shall refrain from giving instructions of any kind to the members of the Board of Directors.

Provision of Capital Support by the HFSF

Activation of Capital Support

With regards to the supply of capital support, a credit institution experiencing a capital shortfall, as such shortfall has been determined by the competent authority which is defined in Article 2(1)(5)of the BRRD Law, as in force, may submit a request for capital support to the HFSF up to the amount of the determined capital shortfall, accompanied by a letter of the competent authority determining (i) the capital shortfall; (ii) the date by which the credit institution needs to meet the said shortfall; and (iii) the capital raising plan submitted to the competent authority.

For credit institutions with an existing restructuring plan approved by the European Commission at the time of such request, the request is accompanied by a draft amended restructuring plan. In respect of credit institutions without an existing restructuring plan approved by the European Commission at the time of submission of such request, the request is accompanied by a draft restructuring plan.

The draft restructuring plan (for credit institutions without an approved restructuring plan) or the draft amended restructuring plan shall describe by what means the credit institution shall return to sufficient profitability in the next three (3) to five (5) years, under prudent assumptions. The HFSF shall monitor and evaluate the proper implementation of the restructuring plan and any amended restructuring plan, as the case may be. The HFSF may request amendments and addenda to the above-mentioned restructuring plan.

The HFSF may request from the credit institution amendments or additions to the draft restructuring plan or the draft of the restructuring plan under amendment. Following approval of the HFSF of the draft restructuring plan or the draft of the restructuring plan under amendment, the latter is forwarded to the Minister of Finance and is submitted to the EC for approval.

Any restructuring plan approved by the HFSF shall comply with EU rules on state aid and shall be approved by a decision of the European Commission. Additionally, it shall ensure the credit institution's restoration of adequate profitability, the burden-sharing to its shareholders and limit any distortion of competition. The HFSF monitors and evaluates the implementation of such approved restructuring plans. For the pursuit of its goals and the exercise of its rights the HFSF determines the outline of a framework agreement or an amended framework agreement with all credit institutions which receive or have received financial support by the EFSF or the ESM. The credit institutions enter into the aforementioned framework agreement. The credit institutions provide the HFSF with all the information reasonably requested by the EFSF or the ESM so that the HFSF may relay it to the EFSF or the ESM, unless the HFSF informs the credit institutions that they must send the requested information directly to the EFSF or the ESM.

The HFSF may grant a credit institution a letter of commitment that it will participate in the recapitalisation of such credit institution, subject to and in accordance with the procedure laid down in the HFSF Law (Articles 6a and 7), as in force, and up to the amount of the capital shortfall determined by the competent authority, provided that the credit institution falls within the exception of Article 32(3)(d)(cc) of the BRRD Law as in force (in other words, the credit institution is not deemed by the SSM to be failing or likely to fail and such capital support will constitute precautionary recapitalisation, i.e. the support being provided is required in order to remedy a serious disturbance in the national economy and preserve financial stability). The HFSF provides the letter before the fulfilment of the conditions for the provision of the capital support set out in Article 6a of the HFSF Law, as in force, regarding the compulsory application of the burden sharing process. The above-mentioned commitment does not apply if, for any reason whatsoever, the licence of the credit institution is revoked or one of the resolution measures provided in the BRRD Law is undertaken.

Conditions for the Provision of Capital Support for the purpose of Precautionary Recapitalisation

If the voluntary measures that are provided in the restructuring plan or the amended restructuring plan cannot cover the total capital shortfall of the credit institution, as such has been determined by the competent authority, and in order to avoid a serious disturbance in the economy with negative consequences affecting citizens and in order for the state aid to be as minimal as possible, the mandatory application of the following measures may be decided by virtue of a Cabinet Act, following a proposal by the Bank of Greece, for the purpose of allocating the remainder of the capital shortfall to the holders of capital instruments and other liabilities, as deemed necessary.

The relevant measures include:

(a) the absorption of any losses by the shareholders so that the credit institution's net asset value is zero, where necessary by the reduction of the nominal value of the shares, following a decision by the competent body of the credit institution;

(b) the reduction of the nominal value of preference shares and other CET1 instruments, and following this, if necessary, of the nominal value of AT1 instruments (such as the Notes) and following this, if necessary, of the nominal value of T2 instruments and other subordinated liabilities and, following this, if necessary, of the nominal value of unsecured senior liabilities not preferred by mandatory provisions of law in order to restore the credit institution's net asset value to zero; or

(c) where the credit institution's net asset value exceeds zero, the conversion of other CET1 instruments and following this, if necessary, of AT1 instruments and following this, if necessary, of T2 instruments and following this, if necessary, other subordinated liabilities and following this, if necessary, unsecured senior liabilities not preferred by mandatory provisions of law, into common shares in order to restore the necessary capital adequacy ratio, as required by the competent authority.

The allocation is completed by the publication of the relevant Cabinet Act at the Government Gazette. Without prejudice to the above, the allocation is made according to the following sequence, which applies according to the CRR and Article 145A(1) of Banking Law, as in force:

(a) common shares and other Tier 1 instruments that fall under Article 26 of CRR;

(b) if necessary, other Tier 1 instruments that fall under Article 31 of CRR;

(c) if necessary, AT1 instruments;

(d) if necessary, T2 instruments;

(e) if necessary, all other subordinated liabilities; and

(f) if necessary, unsecured senior liabilities not preferred by mandatory provisions of law.

In case of conversion of the preference shares issued according to Article 1 of Greek Law 3723/2008, as amended and in force, into common shares, the latter have full voting rights. The ownership of such common shares passes to the HFSF as of their conversion without the need for any formalities.

Any liabilities undertaken by the credit institution through guarantees granted in relation to the issue of capital instruments or liabilities of third legal entities included in its consolidated financial statements, as well as any claims against the credit institution from loan agreements between the credit institution and the above legal entities may also be subjected to the above measures.

The above Cabinet Act, following a proposal by the Bank of Greece, determines the instruments or liabilities subject to the above measures, by class, type, percentage and amount of participation, on the basis, if necessary, of a valuation by an independent valuer appointed by the Bank of Greece. The above instruments or liabilities are converted mandatorily to capital instruments in the context of a share capital increase decided by the credit institution according to Article 7 of the HFSF Law.

Exceptionally and provided there is a prior positive decision of the EC according to Articles 107 to 109 of the Treaty on the Functioning of the European Union, the above measures may not be used either in their entirety or in relation to specific instruments, if the Ministerial Cabinet decides, following a proposal of the Bank of Greece that:

(a) such measures may jeopardise financial stability; or

(b) the application of such measures may have disproportionate results, as in the case of capital support to be provided by the HFSF is small in comparison with the credit institution's risk weighted assets or when a significant part of the capital shortfall has been covered by private sector measures.

The final appraisal of the above exceptions belongs to the EC, which will decide on a case-by-case basis. On the basis of the above reasons under (a) and (b), deviations may apply to the above sequence of liabilities and the principle of equal treatment.

The above measures are deemed, for the purposes of the recapitalisation, as reorganisation measures as per the definition of Article 3 of Greek Law 3458/2006, as amended and in force.

The application of the measures, voluntary or mandatory, may not in any case (a) constitute grounds for the activation of contractual clauses which apply in cases of winding-up or insolvency or the occurrence of any other event, which may be considered or treated as a credit event or may lead to the breach of contractual obligations by the credit institution or (b) be considered as non-fulfilment or breach of contractual obligations of the credit institution that gives the counterparty a right of early termination or cancellation of the agreement for a material reason. The above applies also in the case of insolvency or an event of default *vis-à-vis* third parties by a group member when this is due to the application of the measures on its claims against another member of the same group.

Contractual clauses contrary to the above have no legal effect.

The holders of capital instruments or other claims, including unsecured senior liabilities not preferred by mandatory provisions of law of the credit institution that is subject to the above recapitalisation measures must not, following application of such measures, be in a worse financial position compared to the one they would be in if the credit institution had been wound up under normal insolvency proceedings (no creditor worse off principle). If the above principle is breached, the above holders of capital instruments and other claims, including unsecured common liabilities not preferred by mandatory provisions of law have a right to compensation from the Hellenic Republic, provided they prove that their loss, directly due to the application of the mandatory measures, is greater than the loss they would have incurred if the credit institution were placed under special liquidation. In any case, the compensation may not exceed the difference between the value of their claims following the application of the relevant measures and the value of their claims in case of special liquidation, as such value is estimated by an independent entity appointed by the Bank of Greece in order to determine whether shareholders and holders of subordinated claims would have been in a better

financial position if the credit institution had been placed under special liquidation immediately before the application of the relevant decision.

The Cabinet Act which decides the application of the above mandatory measures is published in the Government Gazette and a summary thereof is published in the Official Journal of the European Union in Greek, in two daily newspapers published nationwide in the members states where the credit institution has established a branch or where it directly provides banking and other mutually accepted financial services, in the official language of such state.

The summary will include the following:

(a) the reason and legal basis for the issuance of the Cabinet Act;

(b) the legal remedies available against the Cabinet Act and the deadlines for their exercise; and

(c) the competent courts before which the above legal remedies against the Cabinet Act may be exercised.

Article 6a(11) provides that the necessary details for the application of Article 6a of the HFSF Law, as in force, regarding the application of the above mandatory measures, including the process for the appointment of the independent valuators, the content of the independent valuations and the proposal of the Bank of Greece, the valuation methods of the claims or the capital instruments being converted, the substitution option of the issuer of the instruments, the completion of the conversion as well as the details for any compensation of the instrument holders, are regulated by a Cabinet Act.

Implementation of Public Financial Stability Measures

Following the decision of the Minister of Finance pursuant to Article 56(4) and Article 2 of the BRRD Law, upon the implementation of the measure of public capital support, the HFSF is designated as the vehicle for applying Article 57 of the BRRD Law, as in force. In this case, the HFSF participates in the recapitalisation of the credit institution and receives in return the instruments set forth in Article 57(1) of the BRRD Law, as in force. The HFSF participates in the capital increase and receives in return capital instruments after the application of any measures adopted in accordance with Article 2 of the BRRD Law.

Type of Capital Support

The HFSF provides capital support for the sole purpose of covering the credit institution's capital shortfall, as determined by the competent authority and up to the amount remaining uncovered, as long as such support is preceded by the application of the measures of the restructuring plan (referred to in Article 6 of the HFSF Law, as in force), any participation of private sector investors, the European Commission's approval of the restructuring plan and either:

(a) any mandatory burden sharing measures (of Article 6a of the HFSF Law as in force), where the European Commission confirms as part of the approval of the restructuring plan that the credit institution falls within the exception of item d(cc) of Article 32 (3) of the BRRD Law (the credit institution is not failing nor likely to fail and the capital support is provided in the context of precautionary recapitalisation); or

(b) the credit institution has been placed under resolution and measures have been taken pursuant to Article 2 of BRRD Law.

The relationship framework agreement between the HFSF and the credit institution has to be duly signed before any capital support is provided. Capital support shall be provided through the participation of the HFSF in the share capital increase of a credit institution through issuance of ordinary shares or the issuance of contingent convertible bonds or other convertible instruments which shall be subscribed by the HFSF. The breakdown of the above participation of the HFSF between ordinary shares and contingent convertible bonds or other convertible instruments is defined by Cabinet Act No. 36 dated 2 November 2015, as follows:

(a) to common shares and by 75 per cent. to contingent convertible bonds up to the amount necessary to cover losses already incurred or likely to be incurred shortly in the future; and

(b) for the remaining amount that would correspond to a precautionary recapitalisation, by 25 per cent. to common shares and by 75 per cent. to contingent convertible bonds.

Contingent Convertible Bonds

General Terms

The contingent convertible bonds issued in accordance with Article 7 of the HFSF Law, as in force, are governed by Greek law and may be issued in dematerialised form and be included, following an application of the HFSF, in the electronic files of non-listed securities maintained by ATHEX.

The contingent convertible bonds are issued following a decision by the General Meeting of Shareholders before or after the completion of a share capital increase according to Article 7 of Law 3864/2010, as in force. The bonds are transferred only with the consent of the credit institution, not to be unreasonably withheld and the consent of the supervisory authorities, according to Article 7(5)(c) of the HFSF Law, as in force.

The bonds have a nominal value of €100,000 each, are issued at par and are of indefinite duration without a fixed repayment date. They are direct, unsecured and subordinated investments in the credit institution and rank at all times *pari passu* with themselves. The bonds' terms do not expressly contain events of default and as a consequence all bondholders will be able to enforce the terms of the bonds only during the liquidation procedure.

In case a credit institution is placed under special liquidation they rank:

(a) after all other claims (including those of subordinated creditors), including (indicatively) claims against the credit institution from liabilities recognised as AT1 or T2 Capital, but with the exception of Same Ranking Liabilities (the "**Higher Ranking Liabilities**"); and

(b) *pari passu* with the credit institution's common shares and any other claim, which is agreed to rank *pari passu* with the bonds ("**Same Ranking Liabilities**").

During the special liquidation of the credit institution, the bondholders, prior to any conversion date, have a right over any remaining assets of the credit institution (available for distribution after repayment in full of all Higher Ranking Liabilities) for the nominal amount of their bonds plus any accrued and unpaid interest.

Subject to any mandatory provisions of law, the bondholders do not have any set-off right, security or guarantee that may upgrade the ranking of their claim during special liquidation.

Conversion

If, at any time, the credit institution's CET1 capital ratio, calculated on a consolidated or individual basis, is below 7 per cent. ("**Activation Event**"), the credit institution must:

(a) convert the bonds by issuing to each bondholder Conversion Shares (as defined below), the number of which is determined by dividing 116 per cent. of the outstanding bonds' nominal value by the conversion price and further dividing by the percentage by which the bondholder participates in the total amount of the bond loan;

(b) procure the publication of a conversion notification towards the bondholders, informing them, among other things, of the relevant conversion date, which may not be later than one month (or earlier if required by the supervising authorities), after which date the bonds will be converted; and

(c) immediately inform the ECB, acting in the context of the SSM, of the occurrence of an Activation Event.

The above Act defines as **Conversion Shares** the common shares of the credit institution issued upon conversion of the bonds by dividing 116 per cent. of the specific nominal value by the price per common share of the credit institution, as set at the share capital increase taking place in accordance with Article 7 of Greek Law 3864/2010, as in force.

Following their conversion as per the above, the bonds will be cancelled and may not be reissued nor may their nominal value be restored for any reason. The terms and conditions of the bonds provide for readjustments to the conversion price on standard terms in case of specific corporate actions.

The bonds are converted automatically to common shares of the credit institution if for any reason the credit institution does not pay, in full or in part, the interest due on two, not necessarily consecutive, interest payment dates.

Interest

The bonds have an interest rate equal to (a) an annual rate of 8 per cent. (the **Initial Interest Rate**) from the issue date and up to the seventh anniversary of the issue date and (b) following this, if not repaid, the current Adjusted Interest Rate. The "**Adjusted Interest Rate**" is defined as the sum of: (a) the 7-year mid-swap rate for the relevant interest period plus (b) a margin equal to the difference between the Initial Interest Rate and the 7-year mid-swap rate applicable on the issue date.

Payment of interest (in full or in part) is exclusively at the discretion of the board of directors of the credit institution, but if paid, it is payable in cash. If the credit institution elects not to pay interest, such interest is cancelled and does not accumulate. The credit institution may not pay dividends on its common shares if it has decided not to pay interest on the preceding interest payment date.

The credit institution's board of directors may, in its absolute discretion, pay interest in the form of common shares of the credit institution. The number of common shares issued according to this option must be equal to the amount of interest divided by the price of common shares on the interest payment date (for as long as the common shares are listed in an organised market), otherwise to the value of CET1 capital corresponding to one common share as deriving from the financial statements of the credit institution most recently published prior to the payment date or the nominal value of the common share, whichever is higher. If so decided by the board of directors of the credit institution, the share capital increase takes place automatically and without any other procedural requirements or corporate decisions (including the shareholders' consent) and the corresponding common shares are issued automatically. Any interest payment is subject to the restrictions of the maximum distributable amount according to Article 141 of the CRD Directive (Article 131 of the Banking Law).

The credit institution may, in its absolute discretion, elect to repay all or some of the bonds at any time, at their nominal value, plus any accrued and unpaid interest (excluding any cancelled interest), provided that it has received the consent required at the time according to the CRD Directive or the Banking Law and that other claims, the repayment or repurchase of which must precede, as may be determined by the CRD Directive, have been repaid. Repayment by choice of the credit institution must be in cash.

Bondholders may not request the repayment of their bonds but only their conversion into common shares on the seventh anniversary.

If, due to a legislative change, either (a) the bonds cease to be included in the credit institution's CET1 capital or (b) a tax burden arises for the credit institution in relation to the bonds, as provided for in the above Act, the credit institution may substitute all the bonds or amend their terms, without the consent or approval of the bondholders, so that they may continue to be recognised in the credit institution's regulatory capital on terms that are not materially less beneficial to the bondholders.

Disposal of Shares and Bonds

With effect from 16 July 2022, the process for the disposal of all or part of the shares or other financial instruments of a credit institution held by the HFSF has been amended. The HFSF's Board of Directors shall prepare a reasoned divestment strategy, which includes the general programme of disposal of shares or other financial instruments of credit institutions held by the HFSF, as well as specific guidelines for each credit institution, taking into account the specific characteristics of the HFSF's participation in such credit institution. The divestment strategy observes free competition principles and is governed, indicatively and not exhaustively, by the following principles: (a) the financial and operational viability of the credit institution; (b) market conditions, macroeconomic conditions, and conditions applying to the credit sector; (c) the reasonably expected impact of the divestment strategy on Greece's financial sector, markets and wider economy; (d) the observance of the principle of transparent action; (e) the need to draw up a timetable for the implementation of the divestment strategy, taking into account, inter alia, the HFSF's duration; (f) the need to dispose of the HFSF's participations in a reasonable and timely manner; and (g) the need to restore a purely private shareholding structure in the Greek banking sector. The divestment strategy includes provisions indicative of the following: (i) the appropriate competitive bidding procedures and participation conditions; (ii) the requirements of transparency and compliance with capital markets legislation; and (iii) the potential disposal methodologies.

The HFSF's Board of Directors may consult with any institutions it deems appropriate on matters relating to the divestment strategy, including credit institutions, ensuring the confidentiality of such consultations and the applicable market abuse regulations. In order to take the decision to adopt the divestment strategy, the HFSF's Board of Directors entrusts the preparation of a report to an independent financial adviser with international reputation and experience in relevant matters ("strategic divestment adviser"). The role of a strategic divestment adviser is incompatible with the role of the disposal adviser, as explained below. The divestment strategy is subject to the previous consent of the Ministry of Finance, which may request the prior opinion of the Bank of Greece. The divestment strategy is to be kept up to date. The Ministry of Finance notifies the HFSF on a quarterly basis of its views concerning the divestment strategy and its implementation. The HFSF is obliged to notify the Ministry of any concerns in writing, within ten (10) working days.

In order to take the decision to dispose of the shares or other financial instruments, the HFSF will be required to receive a report from an independent financial adviser, with international reputation and experience in relevant transactions ("disposal adviser"). The report is prepared in view of an envisaged disposal by a specific credit institution and includes at least the recommendation of the disposal adviser to the HFSF concerning the following matters: (a) proposal of a specific disposal transaction in accordance with the divestment strategy; (b) description and assessment of the prevailing market conditions; (c) a reasoned proposal of the most appropriate transaction structure. The report shall be accompanied by a reference timetable for the disposal of shares or other financial instruments. The report shall adequately justify the conditions and manner of disposal of the shares or other financial instruments held by the HFSF, as well as the necessary actions for the completion of the process and the observance of the schedule. The disposal adviser provides advisory support to the HFSF after the submission of its report, as well as at all stages of the transaction. The disposal of the HFSF's participation in each credit institution takes place in a manner consistent with HFSF's purposes. The mere fact that the disposal price is lower than the most recent market price or acquisition price by the HFSF is not sufficient on its own to postpone the adoption or implementation of the strategic disposal by the HFSF, without prejudice to any other provisions of the HFSF Law.

Concerning the selection of the disposal adviser, the Ministry of Finance provides its opinion to the HFSF based on a list of at least three (3) candidates, which is submitted by the HFSF. The HFSF ensures, by taking all reasonable measures, the avoidance of conflicts of interest between the adviser and the HFSF. The disposal adviser enters into a contract including, among others, liability clauses in case of non-execution or incomplete execution of his advisory work. For a period of one (1) year from the expiration of the above contract, the disposal adviser is prohibited from providing consulting services to any third party or entity on any issue relating to the content of the divestment strategy.

The disposal price of the shares and pre-emption rights held by HFSF will be determined by HFSF's Board of Directors based on a valuation report submitted to the HFSF by the disposal adviser as part of its obligation to provide advisory services to the HFSF at all stages of the transaction implementation, as well as an additional valuation report produced by an independent financial adviser with reputation and experience in the valuation of credit institutions and in accordance with the aforementioned reports of the disposal adviser and the strategic divestment adviser. The role of such independent financial adviser will not be incompatible with the role of the strategic divestment adviser.

Cabinet Act No. 44/5.12.2015

Cabinet Act No. 44/5.12.2015, issued under Article 6a(11) of the HFSF Law, as amended by virtue of both Greek Laws 4340/2015 and 4346/2015, replaced Cabinet Act No. 11/11.4.2014.

Cabinet Act No. 44/5.12.2015 determines the procedure for the appointment by the Bank of Greece of a valuer for the valuation of the assets and the liabilities of the credit institution in case of and prior to the implementation of the burden sharing measures of Article 6a of the HFSF Law, as well as the content and purpose of such valuation.

The aforementioned act further specifies the details for the implementation of the mandatory measures of Article 6a of the HFSF Law, as in force and the details for the determination of any compensation claimed by the holders of the capital instruments and liabilities subject to the mandatory burden sharing measures of Article 6a of the HFSF Law, as in force.

Voting Rights

With effect from 16 July 2022, the HFSF is entitled to fully exercise all voting rights attached to any shares it holds, including shares it acquired in the context of capital support pursuant to Article 7 of the HFSF Law and any existing limitation to the exercise of HFSF's voting rights shall be repealed.

Powers of the HFSF Representative

The HFSF is represented by one director on the board of directors of a bank having received capital from the HFSF according to the HFSF Law, as in force, as its representative. The HFSF representative has the following powers:

- to veto any decision of the credit institution's board of directors:
    - regarding the distribution of dividends and the remuneration and bonus policy concerning the chairman, the chief executive officer and the other members of the board of directors, as well as any person who exercised general manager's powers and their deputies where the ratio of NPEs to total exposure, as calculated for the purposes of Article 11(2)(g)(ii) of the Implementing Regulation (EU) 2021/451 of the Commission of 17 December 2020 (the "**2020 Implementing Regulation**"), exceeds 10 per cent.; or
    - in relation to the amendment of the articles of association, including share capital increase or share capital decrease or the granting of a relevant authorisation the Board of Directors, merger, demerger, conversion, revival, extension of the period of existence or dissolution of the credit institution, transfer of assets, including sale of its subsidiaries, or for any other matter for which a qualified majority pursuant to Greek Law 4548/2018 is required and which can have a significant effect on the HFSF's participation in the credit institution's share capital;
- to request an adjournment of any meeting of the credit institution's board of directors for three business days, until instructions are given from the HFSF's Managing Directors (such right may be exercised until the end of the board of directors meeting); and
- to call a meeting of the credit institution's board of directors.

In exercising its rights, the HFSF representative takes into account the business autonomy of the credit institution.

The HFSF has free access to the books and records of the credit institution through executives and consultants of its choice.

General

During the participation of the HFSF in the share capital of credit institutions, such credit institutions cannot buy their own shares without the HFSF's approval.

The HFSF may additionally provide guarantees to countries, international organisations or others, and in general proceed with any necessary action for the implementation of decisions of the Eurozone bodies in connection with the support of the Greek economy. The HFSF may provide guarantees to the credit institutions of Article 2(1) of the HFSF Law and grant security on its assets for the fulfilment of its obligations from such guarantee as well as a loan to the HDIGF, guaranteed by the credit institution that participates in the HDIGF *pro rata* to their contributions either to the Resolution Fund or the Deposits Coverage Bench, as the case may be. The Minister of Finance by a decision may provide for any necessary detail for the implementation of the above.

In case the ratio of NPEs to total exposure, as calculated for the purposes of Article 11(2)(g)(ii) of the 2020 Implementing Regulation, exceeds 10 per cent., and in any event until the end of the 2022 financial year, the fixed remuneration components of the chairman, the chief executive officer and the other members of the board of directors, as well as those who have the role or perform the duties of general manager, as well as their deputies, may not exceed the total fixed remuneration of the Governor of the Bank of Greece. No additional variable remuneration components shall be paid to the aforementioned persons throughout the period of the restructuring plan submitted to the European Commission for approval and until its implemention or as long as the ratio of non-performing exposures to total exposure, as calculated for the purposes of Article 11(2)(g)(ii) of the 2020 Implementing Regulation, exceeds 10 per cent. or until the end of the financial year 2022. Similarly, as long as the institution participates in the capital support program set out in Article 7 of the HFSF Law, the variable remuneration components shall only take the form of shares or stock options or other instruments within the meaning of Articles 52 or 63 of CRR, pursuant to Article 86 of the Greek Banking Law.

PSI Program

Within the context of implementation of the PSI Programme, a number of legislative and regulatory acts were enacted. Initially, Greek Law 4046/2012 which was enacted on 14 February 2012 aimed to enable the voluntary bond exchange between the Hellenic Republic and certain private sector investors, as described in the statement of the Euro Summit dated 27 October 2011.

Greek Law 4050/2012 on the rules for the amendment of debt securities issued or guaranteed by the Hellenic Republic with the bondholder's agreement, which became effective on 23 February 2012, introduced the legal framework for the amendment of eligible securities, governed by Greek law and issued or guaranteed by the Hellenic Republic by the introduction of retroactive collective action clauses and their exchange with new securities. Pursuant to said law, the proposed amendments would be considered approved by the bondholders, if bondholders of at least 50 per cent. in aggregate principal amount of the eligible securities participate in the modification process set out in the relevant invitation and at least two-thirds of the participating principal of the participating bondholders consent to the proposed modification. Finally, by virtue of said law the Ministerial Council was authorised to decide the specific terms for the implementation of the above transactions and sub-delegate the PDMA to issue invitations to the bondholders to amend and exchange the eligible debt securities with new securities.

The implementation of Ministerial Council Act No. 5 dated 24 February 2012 provided for the redemption of the eligible securities governed by Greek law, in exchange for new securities issued by the Hellenic Republic and the EFSF and governed by English law, set the specific terms of the process, defined the eligible debt securities governed by Greek law

and issued prior to 31 December 2011 and specified the basic terms governing the new securities to be issued and exchanged.

Furthermore, the PDMA issued an invitation to the bondholders of the eligible debt securities, governed by both Greek and non-Greek law, seeking their consent for the amendment of the terms governing the eligible debt securities proposed by the Hellenic Republic in exchange for new securities issued by the Hellenic Republic and the EFSF and governed by English law and specified the terms of the process. The invitations, according to Greek Law 4050/2012, included, among others, terms relevant to: the eligible bonds and other terms such as subdivisions of the bonds, the proposed amendments, grace period, currency, terms and methods of payment, repayment and repurchase, termination reasons, negative obligations of the Issuer (negative pledges), rights and obligations of the trustee acting for the bondholders, etc.

Finally, the Ministerial Council Act No. 10 dated 9 March 2012 approved and ratified the decision of the Bondholders of the eligible debt securities governed by Greek law to consent to the proposed amendments in accordance with the applicable legal framework, as such consent was confirmed by the Bank of Greece, in its capacity as process manager. Pursuant to Greek Law 4050/2012, following publication of the above approving decision of the Ministerial Council, the proposed amendment became binding on all holders of eligible debt securities and supersedes all contrary provisions of Greek law, regulatory acts or contractual terms.

The PDMA also issued parallel invitations to holders of designated securities issued or guaranteed by the Hellenic Republic and governed by a law other than Greek law, to consent to the amendment of the terms of such designated securities and exchange them for new securities issued by the Hellenic Republic and the EFSF and governed by English law, in accordance with the terms of the invitation and the law and contractual terms governing said designated securities.

Subsequently, with Ministerial Decision No. 2/20964/0023A the details for the implementation of the amendment of the terms of the eligible securities and the issue of new securities were decided.

Debt Buy-Back

The PDMA announced the terms of the Buy-back on 3 December 2012.

The offer entailed the exchange of twenty (20) designated bonds which were issued by the Hellenic Republic within the framework of the PSI and were governed by English Law (of a total outstanding nominal amount of €62 billion), for up to €10 billion aggregate principal amount of 6-month, zero-coupon, EFSF notes governed by English law, under a separate modified Dutch auction for each series of designated bonds. The purchase prices to set in the modified Dutch auction ranged between 30.2 per cent. and 40.1 per cent. depending on the designated bonds' maturity.

More particularly, for each €1,000 principal amount of a designated bond, the bondholder would receive: (a) EFSF notes with a principal amount equal to one thousand (1,000) euros multiplied by the purchase price (expressed as a percentage to be applied to the principal amount of the relevant designated bond) selected by the Hellenic Republic for that series of designated bonds under the modified Dutch auction; and (b) EFSF notes with the principal amount equal to the amount of the accrued unpaid interests to but excluding the settlement date on that series of designated bonds (subject to rounding).

The exchange was settled on 11 December 2012 and the Hellenic Republic finally exchanged €11.3 billion value of EFSF notes for €31.8 billion value of designated bonds, resulting to a reduction of the debt to GDP ratio by 9.5 per cent., below the originally targeted 11 per cent.

Interest Rates

Under Greek law, interest rates applicable to bank loans are not subject to a legal maximum, but they must comply with certain requirements intended to ensure clarity and transparency, including with regard to their readjustments. Specifically, the Act of the Governor of the Bank of Greece No. 2501/31.10.2002 regarding

customers information requirements on the terms of their transactions with credit institutions provides that credit institutions operating in Greece should, among other things, determine their interest rates in the context of the open market and free competition rules, taking into consideration the risks undertaken on a case-by-case basis, potential changes in the financial conditions and data and information specifically provided by counterparties for this purpose.

Furthermore, Decision of the Banking and Credit Committee of the Bank of Greece No. 178/3/19.7.2004 clarifies Bank of Greece Governor's Acts Nos. 1087/1987, 1216/1987, 1955/1991, 2286/1994, 2326/1994 and 2501/2002 concerning the determination of interest rates and customer information by credit institutions. Specifically, this decision expressly provides that the determination of the maximum limit for banking interest rates by administrative authorities, or their correlation with the maximum limit for non-banking interest rates, is not compatible with the principles governing the monetary policy of the European central bank system. Banking interest rates are freely determined taking into consideration the estimated risks on a case-by-case basis, the conditions on financial markets from time to time and the general obligations of the banks from the provisions governing their operation.

Limitations apply to the compounding of interest. In particular, the compounding of interest with respect to bank loans and credits only applies if the relevant agreement so provides and is subject to limitations that apply under Article 30 of Greek law 2789/2000, as in force and Article 39 of Greek law 3259/2004, as in force. It is also noted that with respect to interest of loans and other credits, Greek credit institutions must also apply Article 150 of the Banking Law, which, notwithstanding the accounting treatment under the applicable accounting standards, precludes credit institutions to account for interest income from loans which are overdue for more than a 3-month period, or six months in the case of loans to natural persons secured by real estate.

Moreover, according to Article 150 par.2 of the Banking Law it is prohibited to grant new loans for the repayment of overdue interest or to enter into debt settlement having a similar result, unless such actions are taken in the context of an agreement for the settlement of the entirety of the debts of the borrower, which shall be based on a detailed examination of the borrower's capacity to fulfil the undertaken obligations under specific timeframes.

Secured Lending

According to Article 11 of Banking Law, among the activities that Greek credit institutions are permitted to engage is lending including, *inter alia*: consumer credit, credit agreements relating to immovable property, factoring, with or without recourse, financing of commercial transactions (including forfeiting).

The provisions of legislative decree 17.7/13.08.1923 regulate issues regarding the granting of loans secured by in rem rights and Greek law 3301/2004 regulates issues regarding financial collateral arrangements.

Mortgage lending is extended mostly on the basis of mortgage pre-notations, which are less expensive and easier to record than mortgages and may be converted into full mortgages upon final non appealable court judgment.

European Directive 2014/17 on credit agreements for consumers relating to residential immovable property lays down a common framework for certain aspects of the laws, regulations and administrative provisions of the Member States concerning agreements covering credit for consumers secured by a mortgage or otherwise relating to residential immovable property, including an obligation to carry out a creditworthiness assessment before granting a credit, as a basis for the development of effective underwriting standards in relation to residential immovable property in the Member States, and for certain prudential and supervisory requirements, including for the establishment and supervision of credit intermediaries, appointed representatives and non-credit institutions. Greece transposed Directive 2014/17 into national legislation by means of Greek law 4438/2016 (Government Gazette issue A' 220/28.11.2016).

Relationship Framework Agreement

For the realisation of the objectives and the exercise of the rights of the HFSF, the HFSF determines the relationship framework agreement or the amended relationship framework agreement, as the case may be, with all credit institutions that are or have been beneficiaries of financial assistance provided by the EFSF and the ESM. Moreover, the HFSF exercises the special rights stemming from relevant relationship framework agreements concluded under Article 6, paragraph 4 of the HFSF Law in the beneficiary credit institution that emerged through the transfer of the banking sector, via partial demerger or spin-off, in the context of a corporate transformation governed by Greek Law 4601/2019 of the credit institution that has received capital support from the HFSF. The credit institutions that are parties to such relationship framework agreement provide to the HFSF all information that the EFSF or the ESM might reasonably ask for, with a view to the HFSF transmitting such information to the EFSF or the ESM, except if the HFSF informs the credit institutions that they are under the obligation to transmit said information directly to the EFSF or the ESM.

Alpha Holdings and the HFSF have entered into a Relationship Framework Agreement (the "**RFA**"), in accordance with the provisions of the Memorandum of Economic and Financial Policies and the provisions of the HFSF Law. The RFA was originally entered into force on 12 June 2013 but was subsequently replaced by a new RFA (the "**New RFA**") entered into on 23 November 2015. In the context of the Hive Down, the New RFA was transferred to the Issuer as part of such banking sector. There is an obligation to negotiate in good faith with the HFSF any amendments to the New RFA in order to preserve the rights of the HFSF at both the level of Alpha Holdings and the Issuer subject to applicable law.

In addition to the above-mentioned powers, by virtue of the New RFA and for the period which the HFSF holds shares of Alpha Holdings, the HFSF's appointed representative on the Board of Directors of the Issuer has the power, among other things, to include items in the agenda of the General Meeting of their ordinary shareholders, of their Board of Directors and of their committees in which the representative participates. The same rights are given in relation to both Alpha Holdings and the Issuer under the HFSF Law. In addition, in accordance with the New RFA, the HFSF's Representative is appointed as a member of each of the Board Committees (including in the Audit, Risk Management, Remuneration, Corporate Governance and Nominations Committee). Such HFSF's Representative has the right to include items in the agenda of the meetings of the committee in which he participates and to request the convocation of such committee within seven (7) days of his written request to the chairman of the relevant committee. The HFSF has also appointed an observer who will participate in all Committees of Alpha Holdings and the Issuer (but will have no voting rights), as well as in the Board of Directors of Alpha Holdings and the Issuer.

Under the New RFA, the Issuer's decision-making bodies will continue to determine independently their day-to-day business, commercial strategy and policy. The New RFA remains in force for as long as the HFSF holds shares in Alpha Holdings, irrespective of the percentage of its holding. The New RFA may be amended pursuant to the HFSF Law, as in force.

The HFSF may grant a "resolution loan" (as defined in the Financial Facility Agreement of 19 August 2015) to the HDIGF for the purposes of funding bank resolution costs, subject to the provisions of the above-mentioned Financial Facility Agreement and in compliance with EU rules on state aid. For the repayment of such loan the credit institutions participating in the HDIGF are liable as guarantors at the ratio of their contribution either in the resolution scheme or in the deposit guarantee scheme, as the case may be. The amount, the time and the manner of drawdown on such loan, as well as any other necessary matter in connection therewith, are determined on an ad hoc basis by a decision of the Minister of Finance, following a request by the HDIGF and the opinion of the Bank of Greece.

Restrictions on the Use of Capital

The compulsory commitments framework of the Bank of Greece is in line with Eurosystem regulations. Reserve ratios (the level of minimum deposits that credit institutions are required to hold on account with their national central bank), which is calculated in accordance with Regulation (EU) 2021/378 of the European Central Bank of 22 January 2021 on the application of minimum reserve requirements (recast) (ECB/2021/1),

repealing as of 26 June 2021 Regulation (EC) 1745/2003 of the ECB of 12 September 2003 on the application of minimum reserves (ECB/2003/9) are determined by category of liabilities at 1 per cent. for all categories of liabilities comprising the reserve base, with the exception of the following categories to which a zero ratio applies:

- deposits with agreed maturity over two years;
- deposits redeemable at notice over two years;
- repos; and
- debt securities with agreed maturity over two years.

This requirement applies to all credit institutions.

Restrictions on Enforcement

According to Greek law 4224/2013 and the Cabinet Act No. 6 of 17 February 2014, as amended by the Cabinet Act No 20 of 14 August 2015 and replaced by Greek law 4389/2016 (art. 72 to 98), the latter as amended by Greek laws 4497/2017 and 4830/2021, and in force, an intergovernmental Council for the Management of Private Debt was established (the **Council**). The Council is composed by the Ministers of Finance, Development and Tourism, Justice, Transparency and Human Rights, Labor, Social Security and Welfare, and Finance and introduces and monitors the necessary actions for the creation of a permanent mechanism having as purpose the resolution of the non-serviced/performing private debt of individuals, legal entities and undertakings.

Moreover, according to the provisions of Greek law 4224/2013, the Council provided a definition of "cooperating borrower" specifying when a borrower is classified as cooperating towards his/her lenders and assessed a methodology for determining "reasonable living expenses". A “debtor” is considered cooperating if: (i) it provides its creditor with its own or its representative’s full and up-to-date contact details; (ii) it is available to communicate with its creditor and reverts with honesty and clarity on its creditor’s calls and letters within 15 business days; (iii) it notifies its creditor fully and honestly of its current economic condition within 15 business days from any change thereto or from the relevant creditor’s request; (iv) it communicates fully and honestly to its creditor any information that may significantly impact its economic condition within 15 business days from the date it obtained such information; and (v) it consents to explore any alternative options for the restructuring of its debt

Greek law 4224/2013, in conjunction with ministerial decision no. 5921/2015, provides that the consumer ombudsman will act extra judicially as mediator solely for the amicable settlement of the dispute between lenders and borrowers for the purpose of settling non-accruing loans within the framework of the Banks' Code of Conduct for the management of non-accruing loans.

Bank of Greece has published new regulatory framework concerning the management of loans in arrears and non-accruing loans and specifically:

- The Executive Committee Act No. 42/30.5.2014, as amended by Executive Committee Acts No. 47/9.2.2015 and No. 102/30.08.2016 determined the framework of obligations of the credit institutions in relation to the administration of loans in arrears and non-performing loans, providing for an independent unit of each credit institution for the administration of such loans, the establishment of a separate procedure for the administration thereof supported by appropriate IT systems and periodic filing of reports to the management of the credit institutions and the Issuer of Greece; and
- The Executive Committee Act No. 42/30.5.2014 was supplemented by Credit and Insurance Committee Decision No. 116/1/25.8.2014 of Bank of Greece "Introduction of a Code of Conduct under Greek law 4224/2013", as further amended by Credit and Insurance Committee Decision No.

148/10/05.10.2015 and as revised by Credit and Insurance Committee Decision No. 195/1/29.07.2016, as in force regarding the Revision of the Code of Conduct under Greek law 4224/2013 (the **Code of Conduct**).

Executive Committee Act No. 42/30.5.2014, as in force, lays down a special framework of requirements for credit institutions' management of past due and non accruing loans, in the framework of the provisions of Greek Law 4261/2014, EU Regulation 575/2013 and the relevant Bank of Greece decisions. This framework imposes, among others, the following obligations on credit institutions:

(a) to establish an independent arrears and NPLs management (**ANPLM**) function;

(b) to develop a separate, documented ANPLM strategy, the implementation of which will be supported by appropriate Management Information Systems (**MIS**) and procedures; and

(c) to establish regular reporting to the management of the credit institution and the Bank of Greece.

The Code of Conduct lays down general principles of conduct and introduces best practices, aimed to strengthen the climate of confidence, ensure engagement and information exchange between borrowers and lending institutions, so that each party can weigh the benefits or consequences of alternative forbearance or resolution and closure solutions for loans in arrears for which the loan agreement has not been terminated, with the ultimate goal of working out the most appropriate solution for the case in question. The Code of Conduct is applied by credit institutions supervised by the Bank of Greece, as well as by all financial institutions of article 4 of the CRR and by Receivables Management Companies and Receivables Acquisition Companies of Greek law 4354/2015. Furthermore, the debtors subject to the Code of Conduct may be natural persons, professionals or enterprises, regardless of their legal form.

Each institution falling within the framework of the Code of Conduct of law 4224/2013 has to implement, inter alia, an Arrears Resolution Procedure (hereinafter **ARP**), a detailed record with categorisation of loans and borrowers, to which the examination procedure of the objections is recorded with details, as well as to establish an Objections Committee composed by at least three of its senior executives.

In dealing with cases of borrowers in arrears or pre arrears, every institution shall apply an ARP involving the following steps:

- Step 1: Communication with the borrower
- Step 2: Collection of financial and other information
- Step 3: Assessment of financial data
- Step 4: Proposal of appropriate solutions to the borrower
- Step 5: Objections review procedure

It should be noted that the Bank of Greece will not deal with individual cases of disputes between creditors and borrowers that may arise from the implementation of the Code of Conduct. Furthermore, Articles 1 – 3 of Greek law 4354/2015, as replaced by Article 70 of Greek law 4389/2016, as further amended by Greek laws 4393/2016, 4472/2017, 4549/2018, 4643/2019 and 4701/2020, as well as Executive Committee Act 118/19.5.2017, as amended and in force, establish the framework for the management and transfer of claims from loans that can include non-performing loans (**NPL**) by setting the requirements for the operation of loan management companies and loan transfer companies.

On 20 March 2017, the ECB published final guidance on NPL. The guidance outlined measures, processes and best practices which banks should incorporate when tackling NPL. Moreover, on 15th of March 2018, the

ECB published an addendum to the ECB Guidance to banks on NPL. The addendum supplemented the qualitative NPL guidance and specified the ECB's supervisory expectations for prudent levels of provisions for new NPL.

Under Ministerial Decision 2/94253/0025 as published in Government Gazette 5960/08.01.2018, credit institutions and borrowers (natural persons and businesses), may settle their loans under article 103 of Greek law 4549/2018, as recently amended by Greek law 4597/2019, which are guaranteed by the Greek State, in accordance with the provisions of Greek laws 2322/1995 and 4549/2018 and their delegated ministerial decisions without the intervention of the Greek State.

Specific restrictions on enforcement against an individual debtor's primary residence may apply following a debtor's submission to recently introduced Greek Law 4605/2019 (published in Government Gazette No. 52/01.04.2019) as adopted by the Greek Parliament on 29 March 2019. For a detailed description, see "– Settlement of amounts due by over-indebted individuals under Greek Law 3869/2010—protection of main residence of the debtor".

Management and/or transfer of loans

Greek law 4354/2015 (Articles from 1 to 3), as amended and in force (the **Receivables Law**), provides that the framework for the management and the transfer of receivables from both performing and non-performing loans and credits.

According to article 1 par. 1 of the Receivables Law, the management of receivables stemming from loan agreements and credits that have been granted by credit or financial institutions is only assigned to (a) *société anonymes* of a special and exclusive purpose established in Greece; and (b) entities domiciled in a Member State of the European Economic Area, provided that they have a permanent establishment in Greece through a branch with the purpose of managing claims from loans and credits.

The above entities shall obtain a special license from the Bank of Greece, subject to governance and organizational requirements imposed by the Receivables Law and shall be subject to the supervision of the Bank of Greece. These entities are further registered with special registries held with the General Commercial Registry and are governed by the provisions of the Receivables Law and the Greek law 4548/2018. Moreover, the application to the Bank of Greece for the granting of the *special license* referred to above must be accompanied with certain information including, *inter alia* (a) the articles of association of the applicant company, as amended and in force, (b) the identity of the natural or legal persons holding directly (or indirectly, namely by exercising control through intermediary legal entities), a participation percentage or voting rights equal or more than ten per cent. of the applicant company's share capital, (c) the identity of the natural or legal persons who, although not falling under (b) above, exercise control over the company through a written agreement or otherwise or by acting jointly, (d) the identity of the members of the board of directors or management, (e) certain questionnaires filled in by the shareholders and the directors of the applicant company in order to assess their capacity and suitability for this position ('fit-and-proper' test), (f) the organisational chart and internal documented procedures of the applicant, (g) the applicant's business plan and (h) a detailed report recording thoroughly the main methods and principles ensuring the successful reorganisation of the loans.

Irrespective of the above, the Bank of Greece may request any additional information that it considers important for the assessment of the application. The shares of the applicant company shall be registered shares.

Under the Receivables Law, the transfer of claims from loan agreements and credits that have been granted by credit or financial institutions can only take place by way of sale by virtue of a relevant written agreement and only to the following entities which:

(a) are *société anonymes* that according to their articles of association may acquire claims from loans and credits, have their registered seat in Greece and are registered with the General Commercial Registry;

(b) are domiciled within the EEA, which according to their articles of association may proceed to the acquisition of claims from loans and credits, subject to the EU legislation; and

(c) are domiciled in third countries, which according to their articles of association may proceed to the acquisition of claims from loans and credits, subject to the EU legislation and have the discretion to be established in Greece through a branch, provided that: (i) their registered seat is not located in a state having a privileged tax regime, as such term is determined in the regulatory acts issued from time to time pursuant to Greek law 4172/2013 (**Greek Tax Income Code**) and (ii) their registered seat is not located in a non-cooperative state, as such term is determined in the regulatory acts issued from time to time pursuant to the Greek Tax Income Code.

The purchase of the aforementioned receivables is valid only to the extent that a relevant management agreement has been entered into between an entity falling within one of the categories under (a), (b), or (c) above and an entity for the management of claims that has been licensed and is supervised by the Bank of Greece pursuant to the Receivables Law. The entering into a management agreement is always required for every subsequent transfer of the said receivables.

The Act of the Executive Committee of the Bank of Greece No. 118/19.05.2017, as amended and in force, sets out in detail the rules on the establishment and operation of companies acquiring and/or managing receivables from loans and credits under the Receivables Law. Certain loan categories had been temporarily excluded from the scope of the permitted sale and transfer until 31 December 2017; in particular such exclusion included loan agreements with mortgage or prenotation of mortgage on first residence of an objective value of up to €140,000.

The aforesaid Act lays down in detail the procedure for the granting of licence to these companies, the prudential supervision requirements, as well as the main principles for the organisation and corporate governance of the aforementioned entities, including the data and report to be submitted to the Bank of Greece on a periodical basis, the fees to be paid to the Bank of Greece, as well as the liabilities of credit institutions which assign the management or transfer receivables under the Receivables Law.

Directive (EU) 2021/2167 of the European Parliament and of the Council of 24 November 2021 on credit servicers and credit purchasers and amending Directives 2008/48/EC and 2014/17/EU harmonizes provisions on credit servicers and their authorization, as well as on the purchase of non-performing loans, and regulates the cross-border provision of servicers in other member states. Member States must adopt and publish, by 29 December 2023, the laws, regulations and administrative provisions necessary to comply with Directive 2021/2167. Greece has not yet transposed the Directive into national law.

Guidelines for Capital Requirements

In June 2004 the Basel Committee issued a revised capital adequacy framework and, in November 2005, the Basel Committee issued its final proposals on capital standards, known as "**Basel II**". Basel II promotes the adoption of certain enhanced risk management practices. It introduces counterparty-risk sensitive, conceptually sound approaches for the calculation of capital requirements that take into account the sophistication of risk management systems and methodologies applied by banks.

The revised framework retains key elements of the 1988 capital adequacy framework, including the general requirement for banks to hold an 8 per cent. own funds to risk-weighted asset ratio, the basic structure of the 1996 amendment regarding the treatment of market risk and the definition of assets eligible for own capital purposes.

A significant innovation of the revised framework is the greater use of assessments of risk provided by banks' internal systems as inputs to capital calculations. In taking this step, the framework also puts forward a detailed set of minimum requirements designed to ensure the integrity of these internal risk assessments. The revised framework introduces capital requirements for operational risk and directs banks to establish an internal capital

adequacy assessment process. This process takes into account market, credit and operational risks as well as other risks, including, but not limited to, liquidity risk, concentration risk, interest rate risk in the bank's investment portfolio, business risk and strategic risk.

The revised framework provides a range of options of escalated sophistication for the determination of the capital requirements for credit and operational risk. Various options allow banks and supervisors to select those approaches that are most appropriate for their own operations and the structure of their capital market. Furthermore, Basel II significantly enhances the requirements for market disclosures on both quantitative and qualitative aspects of risk management practices and capital adequacy.

The Basel II framework was implemented in the EU in June 2006 by means of EU Directives No. 2006/48 and No. 2006/49. These EU directives were transposed in Greece in August 2007 by means of Greek law 3601/2007 accompanied by various Acts issued by the Governor of the Bank of Greece.

In 2008, the European Commission submitted a Proposal for a Directive of the European Parliament and the Council of Europe amending Directives 2006/48/EC and 2006/49/EC regarding banks affiliated with central institutions, certain own funds items, large exposures, supervisory arrangements and crisis management which led to the adoption of Directive 2009/111/EC of the European Parliament and of the Council of Europe transposed into Greek law by virtue of Greek law 4021/2011, and Directives 2009/27/EC and 2009/83/EC as regards technical provisions concerning risk management. Greece adopted the new measures as from 31 December 2010.

In December 2010, the Basel Committee issued two prudential framework documents ("*Basel III: A global regulatory framework for more resilient banks and banking systems*", December 2010 and "Basel III: International framework for liquidity risk measurement, standards and monitoring", December 2010) which contain the Basel III capital and liquidity reform package. The so called Basel III documents were revised in June 2011. The new Directive No. 2013/36/EU of the European Parliament and the Council of 26 June 2013 (**CRD IV**) and Regulation 575/2013 of the European Parliament and Council of 26 June 2013 (CRR) took effect on 1 January 2014 gradually introducing Basel III. The new regime amends current rules on the capital requirements for banks and investment firms, aiming to further transpose into EU law the Basel III requirements, including rules regarding capital requirements, capital conservation and buffers, and liquidity and leverage. Some major points of the new framework include:

- *Quality and Quantity of Capital*. CRD IV revised the definition of regulatory capital and its components at each level. It also provided for a minimum Common Equity Tier I Ratio of 4.5 per cent., a Tier I Ratio of 6 per cent. and a total capital ratio of 8 per cent., without allowing member states to provide for a higher minimum ratio. It also introduced a requirements, criteria and characteristics for Common Equity Tier I and Tier II capital instruments; EBA will prepare, publish and update a list of all capital instruments that qualify as Common Equity Tier I in each member state, starting from 1 February 2015;

- *Capital Conservation Buffer*. In addition to the minimum Common Equity Tier I Ratio and Tier I Ratio, banks will be required to hold an additional buffer of 2.5 per cent. of common equity as capital conservation buffer. Depletion of the capital conservation buffer will trigger limitations on dividends, distributions on capital instruments (**Additional Tier I**) and compensation and it is designed to absorb losses in stress periods;

- *Systemic Risk Buffer*. According to CRD IV, member states may require the creation of a buffer against systemic risk in the financial sector or subsets thereof, in order to prevent and mitigate long term non-cyclical systemic or macro-prudential risks not covered by CRR, in the meaning of a risk of disruption the financial system with the potential to have serious negative consequences to the financial system and the real economy in a specific member state. Such buffer may vary from 1 per cent. to 5 per cent. and is constituted by Common Equity Tier I elements;

- *Deductions from Common Equity Tier I*. CRD IV revises the definition of items that should be deducted from regulatory capital. In addition, most of the items that are now required to be deducted from regulatory capital will be deducted in whole from the Common Equity Tier I component;

- *A Grandfathering Period for existing non-common Equity Tier I and Tier II*. Capital instruments that no longer qualify as non-common equity Tier I capital or Tier II capital were phased out over a period beginning 1 January 2013 and ending 31 December 2021. The regulatory recognition of capital instruments qualifying as own funds until 31 December 2011 was reduced by a specific percentage in each subsequent year. Step-up instruments will be phased out at their effective maturity date (i.e. their call and step up date) if the instruments do not meet the new criteria for inclusion in Tier I or Tier II. Existing public sector capital injections were grandfathered until 31 December 2017;

- *No Grandfathering for Instruments issued after 1 January 2012*. Only those instruments issued before 31 December 2011, will likely qualify for the transition arrangements discussed above;

- *Countercyclical Buffer*. To protect the banking sector from excess aggregate credit growth CRD IV gives Member States the right to require an additional buffer of 0 per cent.-2.5 per cent. of Common Equity Tier I, to be imposed during periods of excess credit growth according to national circumstances. The countercyclical buffer, when in effect, will be introduced as an extension of the capital conservation buffer;

- *Central counterparties*. To address the systemic risk arising from the interconnectedness of banks and other financial institutions through the derivatives markets, the Basel Committee is supporting the efforts of the Committee on Payments and Settlement Systems and International Organisation of Securities Commissions (**IOSCO**) to establish strong standards for financial market infrastructures, including central counterparties (**CCPs**). A 2 per cent. risk-weight factor is introduced by the CRR to certain trade exposures to qualifying CCPs (replacing the current 0 per cent. risk weighting). The capitalisation of bank exposures to CCPs will be based in part on the compliance of the CCP with the IOSCO standards (since noncompliant CCPs will be treated as bilateral exposures and will not receive the preferential capital treatment referred to above). As mentioned above, a bank's collateral and mark-to-market exposures to CCPs meeting these enhanced principles will be subject to 2 per cent. risk-weight, and default fund exposures to CCPs will be capitalised based on a risk-sensitive waterfall approach;

- *Asset value correlation multiplier for large financial institutions*. A multiplier of 1.25 is proposed to be applied to the correlation parameter of all exposures to financial institutions meeting particular criteria specified by the Committee;

- *Counterparty Credit Risk*. CRD IV is raising counterparty credit risk management standards in a number of areas, including for the treatment of so-called wrong-way risk, i.e. cases where the exposure increases when the credit quality of the counterparty deteriorates. For example, the proposal includes a capital charge for potential mark-to-market losses (i.e. credit valuation adjustment risk) associated with a deterioration in the creditworthiness of a counterparty and the calculation of Expected Positive Exposure by taking into account stressed parameters;

- *Leverage Ratio*. The Basel Committee confirmed its previously declared commitment to an unweighted Tier I leverage ratio of 3 per cent. that will apply for all banks as part of the Pillar II framework from 1 January 2013 with a view towards migrating the ratio to a Pillar I minimum requirement by 2018 (subject to any final adjustments);

- *Systemically Important Banks*. Systemically important banks should have loss absorbing capacity beyond the minimum standards and the work on this issue is ongoing. Under the new framework, a systemically important bank may be required to maintain a buffer of up to 2 per cent. of the total risk

exposure amount, taking into account the criteria for its identification as a systemically important bank. That buffer shall consist of and shall be supplementary to Common Equity Tier I capital; and

- *Liquidity Requirements*. CRD IV introduced progressively as of 1 January 2015 a liquidity coverage ratio, and a net stable funding ratio from 1 January 2016, allowing in both cases member states to maintain or introduce national provisions until binding minimum standards are introduced by the European Commission.

On 8 March 2017, the EBA published the final guidelines on the liquidity coverage ratio disclosure. The final guidelines provide harmonised disclosure templates and tables for liquidity coverage ratio disclosure without altering the general disclosure framework provided for in the CRR. In particular, they envisage a fully-fledged quantitative liquidity coverage ratio disclosure template for systemic credit institutions and a simplified one for the rest of the credit institutions which will apply to them. Moreover, on 7 April 2018, the EBA published its final draft of implementing technical standards amending the European Commission's Implementing Regulation (EU) No. 680/2014 on supervisory reporting. The updated implementing technical standards include changes to additional monitoring metrics for liquidity. The European Commission adopted the Implementing Act amending Regulation (EU) No. 680/2014 on supervisory reporting on 9 October 2018 and the amended requirements have applied from 31 December 2018. The EBA has determined that the Issuer is a systemic bank, as described above, and therefore, the Issuer has prepared a resolution plan at a Group level, identifying systemically important functions of the Issuer and the steps needed to maintain these functions under adverse scenarios.

In addition to the material changes in capital and liquidity requirements introduced by Basel III and CRD IV, there are several new initiatives. These initiatives include, among others, Markets in Financial Instruments Regulation (Regulation EU 600/2014), applicable since 3 January 2018 and a revised Markets in Financial Instruments Directive (Directive 2014/65/EU) transposed into national legislation by Greek law 4514/2018. Further to the implementation of MiFID II, following the Acts of the Execution Committee of the Bank of Greece were issued:

- Act No. 146/13.07.2018 on the requirements for the registration in the Bank of Greece registry of persons providing investment services on behalf of credit institutions as tied agents pursuant to article 29 of Greek law 4514/2018

- Act No. 147/27.07.2018 on the framework for safeguarding financial instruments and funds belonging to clients and product governance obligations.

Solvency II

The directive on the undertaking and pursuit of the business of Insurance and Reinsurance "Solvency II" (Directive No. 2009/138/EC) of 25 November 2009 is a fundamental review of the capital adequacy regime for the European insurance sector business. However, the EU adopted a full scale revision of the solvency and prudential framework applicable to insurance and reinsurance companies, as well as insurance groups known as Solvency II. The framework for Solvency II is set out in the Solvency II Directive and the Omnibus II Directive. Greece transposed the Solvency II framework by virtue of Law 4364/2016 (Government Gazette issue 13/05.02.2016), which sets out the regulatory requirements for insurance and reinsurance undertakings operating in Greece, the relevant supervisory regime and the resolution and liquidation framework for insurance undertakings.

Solvency II repealed the previously applicable regime under Solvency I and is aimed at creating a new solvency framework under which the financial requirements that apply to an insurance company, reinsurance company and insurance group better reflect such company's specific risk profile. Solvency II introduces economic risk based solvency requirements across all Member States for the first time. While Solvency I included a relatively simple solvency formula based on technical provisions and insurance premiums, Solvency II introduces a new "total balance sheet" type regime where insurers' material risks and their interactions are considered. In

addition to these quantitative requirements (**Pillar I**), Solvency II also sets requirements for governance, risk management and effective supervision (**Pillar II**), and disclosure and transparency requirements (**Pillar III**).

Pursuant to Pillar I, specific risk-based solvency capital requirements are introduced and the insurers are required to hold capital against market, credit and operational risk. Law 4364/2016 sets out specific rules for the calculation of own funds, the valuation of assets and liabilities and the valuation of technical provisions. In particular, with respect to own funds calculation, the resources held by insurance or reinsurance companies must be sufficient in order to cover both a Minimum Capital Requirement (**MCR**) and a Solvency Capital Requirement (**SCR**). The SCR shall be calculated on the basis of the company's assets and liabilities, either by using a standard model or by developing an internal model adjusted to the needs of each company following approval by the supervisory authority (i.e. the Bank of Greece).

Pursuant to Pillar II, strict requirements with regard to identification, measurement and proactive management of risks have been established through the introduction of "Own Risk and Solvency Assessment" (**ORSA**). ORSA shall be used for the valuation and assessment of risks that may be incurred by an insurance or reinsurance company depending on its risk profile and their impact on the company's solvency. An internal risk management control system shall also be introduced in the daily functions of insurance and reinsurance companies and the companies shall be required to report the way in which they undertake the risk management exercise and demonstrate how this affects their business activity and decision making procedures. Outsourcing of insurance or reinsurance activities to individuals or legal persons is permitted (subject to certain exceptions), but it does not discharge the company from its civil, penal, administrative and other obligations that are set out in Law 4364/2016.

Pursuant to Pillar III, an extensive and detailed reporting of financial and risk information is required to facilitate the supervisory review process through which the supervisor shall evaluate insurers' and reinsurers' compliance with the laws, regulations and administrative provisions adopted under the Solvency II framework and any implementing measures. In this context, the insurance and reinsurance undertakings are required to publish, on an annual basis, a report regarding their solvency and financial condition. Moreover, in case of crucial developments that have affected their MSR or SCR, insurance or reinsurance companies may be required to disclose the amount of such variation and announce any corrective measures that they purport to apply.

The Bank of Greece, in its capacity as supervisory authority, is responsible for the proper operation of the insurance and reinsurance market and the implementation of the new regulatory framework on a preventive, corrective and suppressive basis. The Bank of Greece exercises financial supervision on insurance and reinsurance companies operating in Greece, in order to confirm their solvency in accordance with the provisions of Greek law 4364/2016. Moreover, it evaluates, on a regular basis, the corporate governance principles applied by the supervised entities, their capital adequacy, including the quality and adequacy of own funds, their technical provisions, their risk assessment process and the companies' ability to identify risks and adjust decision making process accordingly. The Bank of Greece may request to be provided with any information that is considered necessary to exercise its powers and it may impose on the insurance and reinsurance companies additional capital requirements under exceptional circumstances, as set out under article 26 of Greek law 4364/2016.

Banking Union

EU ambassadors on 15 February 2019 endorsed an agreement reached between the Romanian presidency and the EU Parliament on as set of revised rules aimed at reducing risks in the EU banking sector. The package agreed by the EU Council and EU Parliament on 15 February 2019 comprises two regulations and two directives relating to:

- Bank capital requirements (amendments to EU Regulation 575/2013 and EU Directive 2013/36/EU)

- The recovery and resolution of banks in difficulty (amendments to EU Directive 2014/59/EU and EU Regulation 806/2014).

EU ambassadors have endorsed the deal on all risk reduction measures. The risk reduction package is intended to implement reforms agreed at international level following the 2007-2008 financial crisis to strengthen the banking sector and address outstanding challenges to financial stability. Presented in November 2016, they include elements agreed by the Basel Committee on Banking Supervision and by the Financial Stability Board (FSB).

Among the core measures agreed to reduce risk in the banking system, the package enhances the framework for bank resolution. It requires global-systemically important institutions ('G-SIIs') to have more loss-absorbing and recapitalisation capacity by setting the requirements as regards the amount and quality of own funds and eligible liabilities (MREL) to ensure an effective and orderly "bail-in" process. It also provides provisional safeguards and possible additional actions for resolution authorities.

The package also strengthens bank capital requirements to reduce incentives for excessive risk taking, by including a binding leverage ratio, a binding net stable funding ratio and setting risk sensitive rules for trading in securities and derivatives.

In addition, the banking package contains measures to improve banks' lending capacity and to facilitate a greater role for banks in the capital markets, such as:

- reducing the administrative burden for smaller and less complex banks, linked in particular to reporting and disclosure requirements;

- enhancing the capacity of banks to lend to SMEs and to fund infrastructure projects;

The banking package also contains a framework for the cooperation and information sharing among the various authorities involved in the supervision and resolution of cross-border banking groups. The agreed measures preserve the balance achieved by the Council position between the powers of home and host supervisors in order to facilitate cross-border flows of capital and liquidity, while ensuring an adequate level of protection for depositors, creditors and financial stability in all member states. The agreement also introduces amendments to improve cooperation between competent authorities on matters related to the supervision of anti-money laundering activities.

Derivatives Transactions—European Market Infrastructure Regulation (EMIR)

In order to address the roots of the financial crisis, the G20 countries committed to address risks related to the derivative markets. In order to make that commitment effective, the European Parliament and the Council have adopted a regulation that requires OTC derivative contracts to be cleared, derivative contracts to be reported and sets a framework to enhance the safety of central clearing counterparties (**CCP**) and for Trade Repositories (**TR**). The Regulation (EU) No. 648/2012 of the European Parliament and of the Council of Europe of 4 July 2012, on OTC derivatives, CCPs and TRs entered into force on 16 August 2012 and is directly applicable in all the Member States. EMIR has been supplemented by several Commission Delegated Regulations (EU), including Regulations No. 148/2013 to 153/2013 of 19 December 2012, No. 1002/2013 and No. 1003/2013 of 12 July 2013, No. 284/2014 of 13 February 2014 and No. 667/2014 of March 13, 2014, No. 2016/2251 of 4 October 2016, No. 2017/104 of 19 October 2016.

Extrajudicial debt settlement mechanisms

Extrajudicial debt settlement mechanism for businesses under Greek Law 4469/2017 (applications submitted until 30 April 2020)

Greek Law 4469/2017 provided for an extrajudicial procedure for settling debts towards any creditor, which derived from the debtor's business activity or other cause, *provided that* the settlement of those debts is considered vital by the participants in order to secure the debtor's business viability. Applications under the framework of Greek Law 4469/2017 could be submitted electronically to the Special Private Debt Management Secretariat ("**EGDICH**") by 30 April 2020 on the dedicated electronic platform in EGDICH's website.

The approval of the debt restructuring proposal required the debtor's consent and the formation of a majority of 3/5 of participating creditors, which includes 2/5 of participating creditors with special privilege.

The extrajudicial procedure is concluded by the execution of a debt restructuring agreement between the debtor and consenting creditors, otherwise the procedure is deemed unsuccessful. Certain specific types of claims and creditors whose claims do not exceed certain thresholds are excluded from the scope of this extrajudicial procedure and are not bound by the debt restructuring agreement. The debtor or a participating creditor may submit an application for ratification of the debt restructuring agreement to the Multi-Member Court of First Instance of the debtor's registered seat. The ratification decision is binding upon the debtor and all creditors, regardless of their participation in the negotiations of or their consent as to the debt restructuring agreement.

In case the debtor fails to pay any amount due to any of the creditors in accordance with the terms of the debt restructuring agreement for more than 90 days, the creditor has the right to request cancellation of the agreement towards all parties, by submitting a petition to the court which ratified the debt restructuring agreement, or, in case the debt restructuring agreement has not been ratified by a court, to the Multi-Member Court of First Instance of the debtor's registered seat.

It is noted that, when a debtor, who is deemed to be in a state of present or imminent inability to fulfil its financial obligations, has debts towards several credit or financial institutions or credit servicing firms under Greek Law 4354/2015, which have acquired or manage overdue receivables of that same debtor; such entities may cooperate to submit a common proposal to this debtor, in order to reach a sustainable solution. By means of joint ministerial decision no. 130060/29.11.2017, as applicable, a simplified procedure was introduced for businesses eligible to apply for an extrajudicial debt settlement mechanism under Greek Law 4469/2017, with total debt up to €300,000.

In case of a business debt settlement process pursuant to Greek Law 4469/2017, any individual and collective enforcement measures against the debtor, pending or not, for the satisfaction of claims, the settlement of which is pursued through the extrajudicial debt settlement, are automatically suspended for a 90-day period, starting from the date on which the invitation for participation in the procedure is sent by the coordinator to the creditors. The above suspension includes any request for preventive measures and the registration of a prenotation of mortgage, unless the taking of preventive measures aims at the prevention of the depreciation of the debtor's business due to the disposal of its assets. In case of non-completion of the extrajudicial procedure within the 90-day suspension period, due to extensions granted to creditors for the taking of actions, the suspension of enforcement and preventive measures is extended until the completion of the extrajudicial procedure, and only with respect to those creditors. If an extension is requested after the 90 days have lapsed, the suspension applies to the creditor requesting the extension and for as long as that extension is in force. The above suspension ceases automatically in case: (i) the procedure is terminated without success due to lack of quorum or for any reason whatsoever, or (ii) a decision is taken by the majority of the participating creditors to that effect.

The out-of-court debt settlement process pursuant to the Insolvency Code (entry into force from 1 June 2021)

The new out-of-court debt settlement process pursuant to the Insolvency Code, which came into effect on 1 June 2021, replaces the procedure under the prior regime. Within the context of the out-of-court debt settlement process provided for by the Insolvency Code, individuals or legal entities, eligible to be declared bankrupt, may apply online to the Special Secretariat for Private Debt Management of Ministry of Finance through an electronic platform for the settlement of their debt towards: (a) financial institutions, including servicers, (b) the Greek state, and (c) social security institutions, subject to certain exemptions (*e.g.*, a debtor may not file an application for the opening of an out-of-court debt settlement process in case 90% of its total

debts is to a single financial institution). It is noted that investment service providers, undertakings for collective investment in transferable securities, alternative investment funds and their managers, credit, financial and (re-) insurance institutions constitute entities falling outside the scope of the Insolvency Code, and thus, may not apply as debtors for the opening of the out-of-court debt settlement process.

Creditors that are financial institutions may accept the invitation for debt settlement, and submit a settlement proposal to the debtor. Subsequently, a restructuring agreement is executed provided the debtor and the majority (60%) (in terms of the value of the relevant claims) of the participating creditors who are financial institutions and participating secured creditors representing at least 40% of the total secured claims of the financial institutions, consent. The results of such settlement apply to all financial institutions. If the proposal provides for debt settlement against the Greek state and social security institutions, such creditors are deemed to have automatically consented, subject to certain requirements being fulfilled.

The process may also be initiated by the creditor(s), at their own discretion, upon service of an invitation to the debtor to apply for the opening of such procedure within 45 days as of such invitation. The lapse of this period without the filing of a relevant application by the debtor terminates the process.

All actions under the Banks' Code of Conduct, *i.e.*, Act no. 195/2016 of the Governor of the Bank of Greece, issued under Article 1 of Greek Law 4224/2013, are automatically suspended as of the filing of the out-of-court debt settlement application and so long as such process is not terminated. As of the conclusion of a restructuring agreement all enforcement actions and measures, pending or not, are also automatically suspended, with the exemption of the auctions scheduled to take place within three (3) months as of the filing date of the application by the debtor and of any relevant preparatory procedural action of the auction by a secured creditor, including foreclosure. Should a restructuring agreement not be signed by the debtor and the participating creditors within (2) two months as of the application filing date, excluding the period from 1st to 31st August 2021, the process is terminated without success. The restructuring agreement can be terminated by any creditor whose claims are covered by the restructuring if the debtor is in default on the payment of an aggregate amount equal to either three payment instalments or 3% of the total amount due under the restructuring agreement. Termination of the restructuring agreement results in the reinstatement of the debtor's liabilities vis-à-vis the terminating creditor that become due and payable to the pre-settlement debt amount less any amount already paid under the settlement. Such termination does not affect the legal position of the debtor vis-à-vis other creditors covered by the restructuring.

It is noted that the performance of debts secured with a mortgage on the main residence of the debtor may be partially subsidised by the Greek state, subject to certain conditions. The subsidy is provided for five years, commencing on the application submission date. The subsidy requirements include, *inter alia*, a *de minimis* provision regarding the amounts owed to financing institutions, the Greek state and social security institutions (set at €20,000), as well as a cap to the amounts owed to each creditor (set at a €135,000 for individuals and a maximum of €215,000 per household). Finally, under Article 30 of the Insolvency Code financial institutions have the option of cooperating as to their common debtors by establishing common policies regarding, indicatively, the conditions of processing and approval of applications, a procedure of automated processing, the establishing of notification mechanisms for clients susceptible to financial hardship. Additionally, financial institutions have the option of amending the terms of loans guaranteed by the Greek State, indicatively with respect to their duration, interest rate, and the amount and frequency of instalments; without any quantitative increase of the guarantee liability and shall be applied otherwise and only in accordance with paragraphs 3 and 4 of Article 60.

Early warning mechanism and debtors' service centres (entry into force from 1 June 2021)

The Insolvency Code has introduced an early warning electronic mechanism for natural and legal persons, aiming to detect circumstances which could lead to their insolvency and creation of non-sustainable debts. The early warning mechanism, which is supervised by the Special Secretariat for Private Debt Management of Ministry of Finance, provides for the classification of debtor applicants into three risk levels (low, medium and high). Following the classification process, any natural person with no income from business or freelance activity classified as of medium or high risk, may contact the competent Borrowers' Service Centres or the Borrowers' Support Service Offices so that they receive free, specialised advice relating to the status of their

debts and the possible settlement options under the Insolvency Code. The same applies for debtors with income from freelance activity and debtors with income from business activity, natural or legal persons, which can seek free, specialised advice by the respective Professional Chambers or Associations or Institutional Social Partners.

Settlement of business debts under Greek Law 4307/2014 and the Insolvency Code.

Greek Law 4307/2014 provided for urgent interim measures for the relief of private debt, especially the settlement of debt of viable small businesses and professionals towards financing institutions (namely credit institutions, leasing and factoring companies, supervised by the Bank of Greece), the Greek state and social security institutions, as well as for emergency procedures for the rehabilitation ("*εξυγίανση*" in Greek) or liquidation of operating over-indebted but viable businesses, provided certain pre-conditions were met. In particular, this law introduced provisions on: a) incentives to small businesses and professionals, as well as to financing institutions for the settlement/write-off of private debt; b) debt relief and settlement of small businesses and professionals to the Greek state and social security institutions; c) an extraordinary debt settlement process as to corporate debts (binding on all creditors); d) an extraordinary special administration process; and e) the establishment of a committee to monitor and coordinate the implementation of the measures adopted with a view to their rapid and effective implementation.

Natural or legal persons with bankruptcy capacity and their centre of main interests in Greece, including small businesses and professionals, could file an application for the opening of an extraordinary debt settlement process. In particular, such debtors, could file a petition to the competent court (the Single-member Court of First Instance of the debtor's centre of operations) for the settlement of their debts, *provided that* their creditors consent and the petition is filed along with a restructuring agreement co-signed by such creditors. The law provides that the consenting creditors should represent at least 50.1% of the total claims, including at least 50.1% of secured creditors with *in rem* security rights or special privilege or with any other form of security right resulting from a security agreement over assets on 30.06.2014 (*i.e.*, pledge, assignment of claim, pledge under the provisions of Greek Law 2844/2000, or prenotation of mortgage), including at least two financing institutions, if the debtor has been financed by more than one financing institution, and such creditors should represent (at least) 20% of such debtors' total liabilities, in accordance with the Greek General Accounting Plan (presidential decree no. 1123/1980) or in accordance with International Accounting Standards.

If ratified by the court, the restructuring agreement was binding on all creditors, and a 12-month suspension of collective enforcement measures, including the debtor's declaration of bankruptcy, was imposed by law, starting from the publication of the said decision. If provided for in the restructuring agreement, any (individual or collective) actions could be suspended for a maximum duration of three months, starting from publication of the court's ratification decision. The deadline for filing such applications lapsed on 31 March 2016.

Additionally, Greek Law 4307/2014 provided for an extraordinary special administration process, with regard to natural persons or legal entities with bankruptcy capacity, that have their centre of main interests in Greece are, among other conditions, unable to repay their due debts in a general and permanent manner. This process intended to facilitate the sale of the debtor's business as a going concern, or the sale of individual business sectors and of individual assets, which do not constitute business sectors.

However, as of 1 March 2021 Articles 68 to 77 of Greek Law 4307/2014 on special administration proceedings have been repealed by the Insolvency Code. As of that date, new applications for the opening of special administration proceedings may no longer be submitted under Greek Law 4307/2014, which will, however, continue to apply to proceedings pending before the entry into effect of the Insolvency Code, unless otherwise expressly provided by the Insolvency Code. By virtue of a decision of the special administration creditors' meeting, which is to be convened by an invitation of the special administrator, the special administration proceedings may be exceptionally subjected to the Insolvency Code. In such event, the provisions of the equivalent procedural stage of the Insolvency Code will govern such proceedings by way of analogy and the special administrator will exercise the duties and responsibilities that are entrusted to the bankruptcy trustee as per the Insolvency Code.

Similarly to special administration proceedings provided for in Greek Law 4307/2014, the Insolvency Code provides for the power of the bankruptcy trustee to conduct a public tender for the sale of the business as a whole or the sale of separate operation unit(s) of the business. The liquidation process is followed pursuant to a relevant decision of the bankruptcy court. The main differences between the special administration proceedings under Greek Law 4307/2014 and the new process provided for by the Insolvency Code, are the following:

- a notary public is hired to conduct the auction;
- the auction is carried-out electronically, namely through the e-auction platform; and
- following the auction, the creditors' meeting approves or opposes to the transaction, in which case the creditors' meeting may provide its approval subject to specific conditions (e.g., an increase of the proposed sale price).

In case of liquidation of separate assets, although the procedural aspects are the same as those of Greek Code of Civil Procedure, it is noted that there is no legal remedy that can be used to challenge the initial offering price set by independent evaluators.

Settlement of amounts due by over-indebted individuals under Greek Law 3869/2010—protection of main residence of the debtor

On 3 August 2010, Greek Law 3869/2010 came into effect with respect to the settlement of amounts due by over-indebted individuals. The law allowed the settlement of debts of individuals evidencing permanent and general inability (without intention) to repay their due debts, by submitting an application for a three-year settlement of their debts and writing off the remainder of their debts, in accordance with the terms of the settlement agreed. All individuals, both consumers and professionals, were subject to the provisions of Greek Law 3869/2010, as amended and in force, with the exception of individuals who could be declared bankrupt under the Bankruptcy Code.

This regulatory regime, as amended, allowed for the settlement of all amounts due to credit institutions (consumer, mortgage and commercial loans either promptly serviced or overdue), as well as those due to third parties with the exception of debts ascertained, during the year before the submission of the application, from intentional torts, administrative fines, monetary sanctions as well as obligations for spousal or child support. Following the amendment of the law by Greek Law 4336/2015, the scope of its provisions was widened to include ascertained debt towards the Greek state, tax authorities, municipalities and prefectures and social security funds, *provided that* such institutions are not the only creditors of the applicant and that the relevant debt was being subjected to restructuring along with its debt towards private creditors. Greek Law 3869/2010 was further amended, among others, by Greek Law 4346/2015, which introduced provisions on the partial funding by the Hellenic Republic of the amount of monthly payments set by court decision.

On 29 March 2019, the Greek Parliament replaced the regime of Greek Law 3869/2010 for the protection of primary residence by adopting Greek Law 4605/2019. The new provisions, which entered into force on 30 April 2019, introduced, *inter alia*, important amendments to the eligibility criteria for admission of debtors to the protective framework. Pursuant to the amended legal framework, eligible over-indebted debtors could apply online through a digital platform until 31 July 2020 for the settlement of their debts by arranging a partial repayment of their due debts in accordance with Greek Law 4605/2019.

Pursuant to Article 68 of Greek Law 4605/2019, debts eligible for settlement were restricted to those owed to credit institutions and, in the case of a house loan, to the Hellenic Consignment Deposit and Loans Fund and credit companies, for which a mortgage or a pre-notation of mortgage has been registered in favour of the aforementioned entities over the debtor's main residence and *provided that* such debts were in arrears for at least 90 days as at 31 December 2018. Ownership of the main residence did not have to be exclusive and complete in order to be protected. However, debts of natural persons cannot be settled if they are guaranteed by the Greek state. Within the framework mentioned above, the debtor should pay in equal monthly instalments and within 25 years an amount of 120% of the commercial value of its main residence, as determined on

31 December of the year prior to the submission of the application, plus interest calculated as 3-month Euribor +2%. The Greek state may also contribute to the payment of these monthly instalments under certain conditions.

It is also explicitly provided in the amended legal framework that (i) only a single application per debtor may be filed for the settlement of amounts owed; (ii) from the notification of the application to the creditor(s) until the lapse of the deadline provided by law for the debtor to request the judicial settlement, in case a consensus arrangement is not reached, auction proceedings against the debtor's main residence are suspended; (iii) a settlement proposal accepted by both the creditor and the debtor constitutes an enforceable title by virtue of which enforcement proceedings may be either initiated in relation to the remaining debtor's assets (except for their main residence) or initiated also for their main residence in case the debtor fails to meet the payment settlement conditions (*i.e.*, if the debtor owes in total more than three monthly instalments); and (iv) transfer of claims of credit institutions, the assignment of their claims to credit servicing firms of Greek Law 4354/2015, their securitisation in accordance with the provisions of Greek Law 3156/2003, or the replacement of the guarantor or co-debtor of such claims, do not prevent the settlement of amounts owed by the over-indebted individuals.

In case a consensus arrangement is not reached between the parties (*i.e.*, the credit institution or the Hellenic Consignment Deposit and Loans Fund and the debtor), the debtor may request the protection of its main residence by the competent court, on the terms mentioned herein above. If the borrower successfully completes the settlement plan and fully complies with it, then the remaining portion of the loan exceeding 120% of the value of the applicant's main residence plus interest calculated as three-month Euribor + 2% will be written off. In addition, any mortgage or mortgage pre-notation that has been registered over the main residence securing a claim under the settlement plan, is lifted. However, if the debtor fails to meet the payment settlement conditions (*i.e.*, if the debtor owes in total more than three monthly instalments), enforcement proceedings may be initiated against the debtor even on their main residence.

As of 1 June 2021, pursuant to the Insolvency Code, new applications may no longer be submitted under Greek Law 3869/2010, which will, however, continue to apply to proceedings pending before 1 June 2021.

Settlement of Amounts Due by Indebted Individuals under the Insolvency Code (entry into force from 1 March or 1 June 2021, depending on the applicable provision).

The Insolvency Code consolidated the provisions of several statutes dealing with excessive indebtedness and debt settlement (such as Laws 3588/2007, 3869/2010, 4307/2014, 4469/2017 and 4605/2019) into one comprehensive legal framework of expanded scope, with all existing tools for debt settlement consolidated, regardless of their subject (such as indebted households, protection of main residence and extrajudicial settlement mechanisms). As at 1 March 2021, the provisions of the until then applicable legal regime contained in Greek Law 3588/2007 were repealed and the legal framework governing bankruptcy is now governed by the relevant provisions of the Insolvency Code.

The Insolvency Code establishes a special regime for protecting main residences of eligible individuals considered to be vulnerable distressed debtors, which provides for a sale and lease-back scheme for main residences and the establishment of a new organisation to implement the relevant process. The definition of vulnerable debtors is aligned with the criteria set out in Article 3 of Greek Law 4472/2017, as applicable (*i.e.*, the eligibility criteria for the provision of housing benefits, including, *inter alia*, an individual yearly income cap set at €9,600). The respective applications are submitted to EGDICH, in accordance with the Decision of the Ministers of Finance and Labour and Social Affairs no. 96550/04.08.2021 (Government Gazette Issue B' 3571/04.08.2021. The objective of the new framework is the liquidation of a debtor's main residence for the purposes of debt settlement, without the vulnerable debtor having to relocate or definitively lose ownership of their asset. This is effected by the establishment of a sale and lease-back private entity, contracting with the Greek state pursuant to a call for tenders of the latter.

According to this scheme, in the event that a vulnerable debtor is declared insolvent or that enforcement proceedings regarding their main residence are initiated, they may submit a request under the new regime, which then acquires ownership right over the debtor's immovable property at market value price as determined

by a certified valuator. In return, the new organisation leases the same property to the debtor for 12 years for a set amount of monthly rent (to be determined primarily based on the applicable housing loans' average interest rate). However, the price may be adjusted, if, in the context of an auction, the first offering price is significantly higher (15% or more) than the valuation price, in which case the purchase price is the lower of the first offering price and the price provided by a second certified evaluator appointed by the creditor seeking enforcement. Should no third-party, holder of right in rem, pose any objections to the transfer, the sale and lease-back entity purchases the residence free of any encumbrance or claim. The debtor maintains its status as beneficiary of the aforementioned housing benefits of Greek Law 4472/2017, which are now credited to the sale and lease-back entity as a partial payment of the relevant lease instalment. The lease is terminated in the event that the debtor has defaulted on 3 instalments and remains in default for at least 1 month after relevant notice is served. The termination of the lease leads to the abolishment of the debtor's buy-back rights. It is further noted that any rights of the debtor deriving from the lease are non-transferable, save for instances of universal succession.

The debtor may be entitled to re-purchase the property at a price objectively determined under the provisions of the said law upon fulfilment of its rental payment obligations. After full repayment at the end of the 12-year period or prior to that, the debtor (or its successors) is entitled to exercise a buy-back right. The buy-back price is defined pursuant to a Decision of the Minister of Finance, in accordance with Article 225 of the Insolvency Code, yet to be issued.

Further protective measures related to the COVID-19 pandemic

Greek Law 4790/2021 entered into force on 31 March 2021 and provides for urgent measures in response to the COVID-19 pandemic, including with respect to (i) the suspension of enforcement proceedings (and relevant deadlines); and (ii) the protection of the main residence of individuals who were financially affected by the consequences of the COVID-19 pandemic.

With respect to the suspension of enforcement proceedings it is noted that:

(a) the time period spanning from 7 November 2020 until 6 April 2021, *i.e.*, the date on which the temporary cessation of operations of courts in Greece was lifted, will not be counted against any legal deadline for undertaking procedural and extrajudicial actions (this is not the case for proceedings under Greek Law 4307/2014). No statutory litigation interest ("*τόκοι επιδικίας*" in Greek) will be payable for this period;

(b) all auctions of a borrower's non-perishable movable property, immovable property, ships and aircrafts, in the context of liquidation proceedings, scheduled between the reopening of courts in Greece and 13 May 2021 are cancelled; and

(c) all auctions scheduled between 07 November 2020 and 13 May 2021 that were cancelled in accordance with item (b) above, may be rescheduled by the creditor for a new auction date set after 6 July 2021, *provided that* the deadline for filing legal remedies against the proceedings by a third party had not expired by 7 November 2020.

With respect to the protection of the main residence of individuals who were financially affected by the consequences of the pandemic, it is noted that:

(a) Individuals who qualify (in accordance with criteria set by Greek Law 4790/2021 and after being verified by EGDICH) as financially affected by the consequences of the COVID-19 pandemic may not be the subject of any seizure, auction of and enforcement proceedings against their main residence that would result in them having to vacate said property**.** This protection is granted until 31 May 2021; and

(b) The above does not preclude the adjudication of claims, the issuance of a payment order, the service of an enforcement order, or interim measures proceedings, relating to the main residence.

Securitisations—the Hellenic Asset Protection Scheme (HAPS and HAPS 2)

Securitisations

Greek Law 3156/2003 (the **Securitisation Law**) sets out a framework for the assignment and securitisation of receivables in connection with either existing or future claims, originated by a commercial entity with registered seat in Greece or, resident abroad and having an establishment in Greece (a **Transferor**) and resulting from the Transferor's business activity. Article 10 of the Securitisation Law allows a Transferor to sell its receivables to a special purpose vehicle (an **SPV**), which must also be the issuer of notes to be issued in connection with the securitisation of such receivables. In particular, it provides that:

(a) the assignment of the receivables is to be governed by the assignment provisions of the Greek Civil Code, which provides that ancillary rights relating to the receivables including mortgages, guarantees, pledges and other security interests will be transferred by the Transferor to the SPV along with the transfer of the receivables;

(b) the transfer of the receivables pursuant to the Securitisation Law does not change the nature of the receivables, and all privileges which attach to the receivables for the benefit of the Transferor are also transferred to the SPV;

(c) a summary of the receivables sale agreement must be registered with the competent Registry of Transcription, in accordance with the procedure set out under Article 3 of Greek Law 2844/2000 of the Hellenic Republic, following which registration (i) the validity of the sale of the receivables and of any ancillary rights relating to the receivables is not affected by any insolvency proceedings concerning the Transferor or the SPV; (ii) the underlying obligors of the receivables will be deemed to have received notice that there has been a sale of the receivables; and (iii) the legal pledge by operation of law over the securitised receivables and the separate account is established, as analysed under items (f) and (g) below;

(d) the collection and servicing of the securitised receivables must be carried out by:

  (i) a credit institution or financial institution licensed to provide services in accordance with its scope of business in the European Economic Area; or

  (ii) the Transferor; or

  (iii) a third party that had guaranteed or serviced the receivables prior to the time of transfer to the SPV;

  (each of the entities under items (i) to (iii), referred to as the **Servicer**).

(e) if the SPV does not have a registered seat in Greece, and the securitised receivables are claims against consumers, payable in Greece, the Servicer of the securitised receivables must have an establishment in Greece;

(f) any collection by the Servicer, in respect of the receivables, is made on behalf of the noteholders and the respective amounts are deposited in a collections account in the name of the issuer (separate from both the Transferor's and the Servicer's bankruptcy estate) held by it (if a credit institution) or with a credit institution operating in the EEA; and such collections account, any monies standing to its credit, and any security interest on behalf of the noteholders, may not be subjected to attachment, set-off or any other encumbrance sought to be imposed by any creditor of the Transferor, the Servicer, or by the account bank's creditors.

(g) following the transfer of the receivables and the registration of the receivables sale agreement with the Registry, in accordance Article 3 of Greek Law 2844/2000 and the Securitisation Law, no security interest or encumbrance can be created over the receivables other than the one which is created

pursuant to the Securitisation Law, in favour of the noteholders and the other creditors of the SPV, constituting a pledge by operation of law. Additionally, a pledge by operation of law is created on the collections account for the benefit of the noteholders and all other creditors of the SPV.

(h) the claims of the holders of the notes issued in connection with the securitisation of the receivables and also of the other creditors of the SPV from the enforcement of the pledge operating by law will rank ahead of the claims of any statutory preferential creditors.

The Hellenic Asset Protection Scheme (HAPS and HAPS 2)

Greek Law 4649/2019, as amended by Greek Law 4818/2021, provides the terms and conditions under which the Greek state guarantee may be provided in the context of securitisation of non-performing receivables from loans, credit agreements or leasing agreements by credit institutions under the asset protection scheme. This law provides for the conditions under which the securitisation must be implemented in order to qualify for the provision of the State guarantee, in line with initial decision no. 10.10.2019 C (2019) 7309 of the European Commission and decision 9.4.2021 C (2021) 2545 of the European Commission regarding the prolongation of the Hellenic Asset Protection Scheme. Such conditions include, *inter alia*, that the notes to be issued in the context of the securitisation must include at least senior and junior notes and the price paid to the Greek banks for the sale and transfer of non-performing receivables cannot exceed their aggregate net book value. The Greek state irrevocable and unconditional guarantee will be provided to the senior noteholders for the full repayment of principal and interest thereunder throughout the term of the notes. The initial aggregate commitment of the Greek state under the HAPS law amounted up to €12 billion. The aggregate commitment under the HAPS scheme extension, *i.e.* the HAPS 2, entered into force by virtue of Ministerial Decision 45191/13.4.2021, amounts to an additional €12 billion. Under HAPS 2, applications for the provision of the Greek state guarantee may be filed exclusively within 18 months as of 9 April 2021, *i.e.*, by 9 October 2022 or such other date as may be designated by a decision of the Minister of Finance on the basis of a decision of the European Commission.

The Greek state guarantee is granted by a decision of the Minister of Finance and becomes effective upon (i) transfer through sale to private investors, for positive value, of at least 50 per cent. plus one of the issued junior notes, (ii) transfer through sale to private investors, for a positive price, of such number of the issued junior notes and of mezzanine notes (if issued) that allows the accounting derecognition of the securitised receivables in the financial statements of the transferor and its group; (iii) the senior tranche of the notes being rated at no less than BB- by an External Credit Assessment Institution (as defined in point (98) of Article 4(1) of the Capital Requirements Regulation); and (iv) assignment of the servicing of the securitised NPL portfolio to an independent servicer (not controlled by the transferor of the receivables). If the State guarantee has not become effective within 12 months as of the publication of the respective Ministerial Decision granting the guarantee, then such decision ceases automatically to be in force and the amount of the guarantee is released. New applications for the same securitisation may not be submitted before the lapse of 6 months. Certain ministerial decisions have been issued to set out the details for the implementation of the aforementioned law.

Additional Reporting Requirements for the Credit Institutions

Following the adoption of Basel II guidelines, the Governor of the Bank of Greece issued Act No. 2606 of 21 February 2008, determining the new reporting requirements for credit institutions in Greece. This Act was initially replaced by Act 2640 of 18 January 2011, and subsequently by Act 2651 of 20 January 2012 as amended and currently applicable and other relevant Acts of the Governor of the Bank of Greece. The requirements include the following reports:

- Share capital structure, special participations, persons who have a special affiliation with the credit institution and loans or credit exposures to persons with a special affiliation with the credit institution;

- Other types of credit that have been provided to persons with a special affiliation with the credit institution;

- Own funds and capital adequacy ratio;
- Credit risk, counterparty risk and delivery settlement risk;
- Market risks of the trading portfolio and foreign exchange risk;
- Information on the composition of the financial instruments portfolio;
- Operational risk;
- Large exposures and concentration risk;
- Liquidity risk;
- Interbank market data;
- Financial statements and financial information;
- Covered bonds;
- Internal control systems;
- Prevention and suppression of money laundering and terrorist financing;
- Information technology systems; and
- Other information.

Furthermore, by virtue of Act No. 2670 of 7 March 2014, the Issuer must submit to the Bank of Greece periodic statements of its large exposures per country and wider economic and geographic zone.

The Issuer periodically submits to the Bank of Greece a full set of regulatory reports both at the Issuer and the Group level. The Issuer periodically submits to the Bank of Greece a full set of regulatory reports both at the Issuer and the Group level. Furthermore, under CRD IV and according to Implementing Regulation (EU) No. 680/2014 of the Commission of 16 April 2014, as amended by Implementing Regulation No. 2015/79 of the Commission of December 2014 and Implementing Regulation No. 2015/227 of the Commission of 9 January 2015 the Issuer submits reports to the competent authorities on a monthly, quarterly, semi-annual and annual basis in relation to the following sectors:

(a) Own funds requirements and financial information according to Article 99 of the CRR;

(b) Losses stemming from lending collateralised by immovable property according to Article 101(4)(a) of the CRR;

(c) Large exposures and other largest exposures according to Article 394(1) of the CRR;

(d) Leverage ratio according to Article 430 of the CRR;

(e) Liquidity Coverage requirements and Net Stable Funding requirements according to the CRR; and

(f) Asset encumbrance according to Article 100 of the CRR.

Capital Requirements in Our Foreign Markets

The United Kingdom and Serbia fully adopted the Basel II framework as of 1 January 2008 and 1 January 2012, respectively. Romania, Bulgaria and Cyprus, in their capacity as EU members, have already adopted the Basel II framework as of 1 January 2008. Romania, Cyprus, Bulgaria and the United Kingdom have also transposed CRD IV as of 1 January 2014.

Deposit and Investment Guarantee Fund

Pursuant to Greek law 3746/2009, the Hellenic Deposit and Investment Guarantee Fund (the **HDIGF**) was established as a private law entity and a general successor of the Deposit Guarantee Fund provided for by Article 2 of Greek law 2832/2000. The provisions currently applicable to the HDIGF are set out in Greek law 4370/2016, as in force, transposing into Greek law Directive 2014/49/EU. Greek law 4370/2016 came into force on 7 March 2016 and repealed the previously applicable law 3746/2009, setting out the rules for the operation of guarantee schemes.

Pursuant to Law 4370/2016, as in force, all credit institutions licensed to operate in Greece, with certain exemptions, and the local branches of credit institutions which have been established in non-EU Member States and are not covered by a guarantee scheme equivalent to that of the HDIGF mandatorily participate in the HDIGF. Greek branches of foreign credit institutions established in EU Member States may also become members of the Investments Cover Scheme of HDIGF at their discretion.

The HDIGF has its registered seat in Athens, is supervised by the Minister of Finance, is not a state organisation or public legal entity and does not belong to the Greek public sector or the broader Greek public sector, as the latter is defined from time to time. The HDIGF is managed by a seven-member board of directors the Chairman of which is one of the Deputy Governors of the Bank of Greece. Of the remaining six members, one comes from the Ministry of Finance, three from the Bank of Greece and two from the Hellenic Bank Association. When reviewing and taking decisions in respect of requests for a credit institution's resolution under the BRR Law, the Board of Directors is constituted only by five directors, i.e. without the participation of the two directors appointed by the Hellenic Bank Association. Members of the above board of directors are appointed by a decision of the Minister of Finance and have a five-year tenure. 60 per cent. of HDIGF's constitutive capital was covered by the Bank of Greece and 40 per cent. by the members of the Hellenic Bank Association.

The objective of the HDIGF is (1) to indemnify depositors of credit institutions participating in the HDIGF obligatorily or at their own initiative that are unable to fulfil their obligations towards their depositors and finance resolution measures of credit institutions through the deposits cover scheme (the **Deposits Cover Scheme**) in accordance with article 104 of Law 4335/2015 (the **Resolution Scheme**); (2) to indemnify investors-customers of credit institutions participating in the HDIGF obligatorily or at their own initiative, in relation to the provision of investment services from these credit institutions in case the latter are unable to fulfil their obligations from the provision of "covered investment services" (the **Investments Cover Scheme**); and (3) to provide financing, either in the case of (i) the transfer of a credit institution's assets to another credit institution or another entity or (ii) a bridge bank established by the Bank of Greece under the reorganisation measures of articles 38 and 40 of Law 4335/2015.

Under the Deposits Cover Scheme, the maximum coverage limit for each depositor with deposits not falling within the "exempted deposits" category is €100,000, taking into account the total amount of its deposits with a credit institution minus any due and payable obligations towards the latter, subject to set-off in accordance with Greek law. This amount is paid in euro to each depositor as an indemnity irrespective of the number of accounts, the currency or the country of operation of the branch in which it holds the deposit. In case of joint bank accounts, as defined by Law 5638/1932 (Government Gazette 307/A), each depositor's share shall be taken into account for the purposes of the calculation of the maximum indemnification amount as a separate deposit and is entitled to cover up to the aforementioned limit with his or her other deposits, as analysed above. The deposit of a group of persons without legal personality shall be aggregated and treated as if made by a single depositor for the purpose of calculating the abovementioned limits. By way of exemption, the Deposits

Cover Scheme covers deposits at an additional limit of up to a maximum amount of €300,000 deriving from specific activities (such as sale of a private property by an individual, payment of social security/insurance benefits, etc.) expressly specified in para 2 of article 9 of Law 4370/2016 credited to the relevant accounts, subject to the time limits and other conditions specified in Law 4370/2016, as in force.

The HDIGF also indemnifies the investors-clients of credit institutions participating in the Investment Cover Scheme with respect to claims from investment services up to the amount of €30,000 for the total of claims of such investor, irrespective of covered investment services, number of accounts, currency and place of provision of the relevant investment service. In case the investors of HDIGF member credit institutions are co beneficiaries of the same claim to guaranteed investment services, each investor's share in the claim shall be taken into account for the purposes of the calculation of the maximum indemnification amount as a separate claim and is entitled to cover up to the aforementioned limit in aggregate with his or her other investment claims, as analysed above. If the part of the claim corresponding to each co beneficiary is not specified in the agreement signed by the co beneficiaries and the HDIGF member credit institution, for the purposes of compensation each co beneficiary is considered as having an equal share in the investment. For the purposes of compensation, the claim of a group of persons without legal personality shall be treated as if made by a single investor.

With regard to the Deposits Cover Scheme and the Investments Cover Scheme, the HDIGF is funded by the following sources: its founding capital, the initial and annual contributions of credit institutions obligatorily participating in the HDIGF's Deposits Cover Scheme and the Investments Cover Scheme, and supplementary contributions, as well as special resources coming from donations, liquidation of the HDIGF's claims, the management of the assets of the HDIGF's Deposit and Investment Cover Schemes and loans. Pursuant to Articles 98, 99 and 100 of BRRD Law, the Resolution Scheme of the HDIGF is funded by regular ex ante contributions and extraordinary ex post contributions of credit institutions mandatorily participating in the Resolution Scheme, and, if the regular ex ante contributions are not adequate or the ex post contributions are not adequate or immediately available, alternative financing, including loans or financial support by credit institutions, financial institutions or other third parties. In accordance with article 16 of Greek law 3864/2010, as amended by Greek law 4340/2015 and 4346/2015, the HDIGF may be granted a resolution loan, as set out in the Financial Facility Agreement dated 19 August 2015, by the Hellenic Financial Stability Fund for the purpose of covering expenses relating to the financing of banks' resolution pursuant to the provisions of the aforementioned Financial Facility Agreement without prejudice to the state aid rules of the European Union. The repayment of such loan will be guaranteed by the credit institutions participating in the HDIGF proportionately to their contributions to the Resolution Scheme or the Deposits Cover Scheme, as the case may be.

Single Resolution Fund

On November 30, 2015, by virtue of Greek law 4350/2015, the Greek Parliament ratified the Intergovernmental Agreement "on the transfer and mutualisation of contributions to the Single Resolution Fund (**SRF**), an essential part of the Single Resolution Mechanism" (the **IGA**), concluded between 26 EU Member States (the **Contracting Parties**), including Greece, on 21 May 2014, as amended on 22 April 2015.

Pursuant to IGA the contracting EU Member States, the credit institutions of which participate in the SRM and SSM, undertook to:

(a) irrevocably transfer contributions collected at national level through the resolution financing arrangements for the purpose of their resolution schemes (in Greece the Resolution Fund, namely the Resolution Scheme of the HDIGF) from the credit institutions authorised within their territory, pursuant to Regulation (EU) No. 806/2014 and Directive No. 2014/59/EU, to the SRF established by the aforementioned Regulation;

(b) allocate such contributions to separate parts corresponding to each Contracting Party, for a transitional period commencing on the date IGA enters into force and ending on the date the SRF achieves the

target level of financing provided for in article 69 of Regulation (EU) No. 806/2014, but no later than 8 years from the entry into force of IGA. The use of the different national parts shall be gradually rendered mutual, in order for the separation to cease to exist by the end of the transitional period.

The above-mentioned contributions include: (i) the ex-ante annual contributions from the credit institutions authorised within each Member State's territory the latest until the 30 June of such year, the first transfer taking placing the latest until the 30 June 2016; (ii) contributions collected by the contracting parties pursuant to articles 103 and 104 of the BRRD prior to the entry into force of IGA, minus the amount the national resolution arrangements may have used prior to the entry into force of IGA for resolution actions within their territories; and (iii) extraordinary ex-post contributions promptly upon their collection, where the available financial means of the SRF are not sufficient to cover the losses, costs or other expenses incurred by the use of the SRF in resolution actions.

IGA further provides for the way the separate national parts of contributions of the SRF are formed based on the amount of contributions paid by the institutions authorised within each Member State as well as the way each national part shall be used in case of recourse to the SRF for resolution purposes of an institution within a Member State's territory prior to the mutualisation of the SRF's contributions. Also, IGA provides for the "temporary transfer of contributions" between the separate national parts, namely the cases under which the contracting Member States may require using the contributions of parts of the SRF corresponding to other Member States and not yet mutualised during the transitional period.

Prohibition of Money Laundering and Terrorist Financing

Greece, as a member of the Financial Action Task Force (**FATF**) and as a Member State of the EU, fully complies with FATF recommendations and the relevant EU legal framework.

Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 and repealing Directive 2005/60/EC and Directive 2005/60/EC (4th AML/CTF Directive) was transposed in Greece through Greek Law 4557/2018. Law 4557/2018 was recently amended by Greek Law 4734/2020 transposing in Greece Directive (EU) 2018/843 amending Directive (EU) 2015/849 and Directives 2009/138/EC and 2013/36/EU (5th AML/CTF Directive), Greek Law 4816/2021 transposing Directive (EU) 2018/1673 on combating money laundering by criminal law (6th AML/CTF Directive) and Greek Law 4855/2021. The Bank of Greece has also signed the "Multilateral Agreement on the practical modalities for the exchange of information between the European Central Bank and national competent authorities responsible for supervising compliance with Anti-Money Laundering (AML) and Countering the Financing of Terrorism (CFT) framework, pursuant to article 57a(2) of Directive (EU) 2015/849.

The main provisions of the Greek legislation, as in force, provide, inter alia, the following:

- categorisation of money laundering and terrorist financing as criminal offences;
- a list of basic offences which includes, among others, bribery of political persons, bribery of employees, computer fraud, human trafficking, tax evasion, smuggling and non-payment of debts towards the state;
- designation of persons falling within the ambit of Greek Law 4557/2018, including, among others,credit institutions; financial institutions; payment institutions; investment firms; electronic money institutions; credit companies; insurance undertakings operating in the field of life insurance; insurance intermediaries, when operating in the field of life insurance or investment-related services, with the exception of affiliated insurance intermediaries; leasing companies; factoring companies; credit servicing companies for loans and credits subject to the conditions set out in Article 1(25) of Receivables Law; estate agents in relation to transactions of a value up to at least €10,000, irrespective of whether such amount corresponds to the sale/purchase price or monthly rent; notaries and lawyers under certain circumstances; external auditors and any person that undertakes to provide, directly or

by means of other persons to which that other person is related, material aid, assistance or advice on tax matters as principal business or professional activity; persons trading or acting as intermediaries in the trade of works of art; service providers of exchange services between virtual currencies and fiat currencies as well as custodian digital wallet providers; (the **obliged persons**);

- definition of the beneficial owner and establishment of a national central beneficial owner registry providing accurate and up-to-date information on the 'ultimate beneficial owner status' of any natural person(s) who ultimately owns or controls an entity and/or on whose behalf a transaction or activity is being conducted;
- interconnection of the beneficial ownership registers at EU level;
- improving transparency on the real owners of trusts;
- obliged persons' obligation to identify customers, build KYC procedures, retain documents and report suspicious/unusual transactions to the competent AML/CTF national authorities;
- description of the circumstances, under which the obliged persons must display due diligence as well as risk factors and simplified and enhanced customer due diligence;
- definition of Politically Exposed Persons ("**PEPs**");
- adoption of risk-based approach to AML compliance;
- identify lower/higher AML risk areas;
- setting up centralised bank account registers or retrieval systems;
- disapplication of banking secrecy in case of money laundering activities;
- lifting the anonymity on electronic money products (prepaid cards) in particular when used online;
- obligation to maintain evidence and records of transactions;
- appointment of the competent national AML/CTF Authority which is responsible, among others, for examining reports filed by banks and other individuals or legal persons with respect to suspicious transactions and for ordering sanctions against individuals who are suspected of terrorism;
- enhanced due diligence and special measures applicable in relation to high risk third countries and improving checks on transactions involving such countries;
- enhancing the powers of EU Financial Intelligence Units and facilitating their cooperation;
- enhancing cooperation between financial supervisory authorities; and
- criminal, administrative and other penalties that are imposed in case of breach of the AML/CTF Framework. Criminal sanctions may be imposed against natural persons, including persons who aid or abet or act as accessories, noting that, for the purposes of conviction for several offences, it is not necessary to establish all the factual elements or all circumstances relating to that criminal activity, including the identity of the perpetrator. While no criminal proceedings can be brought against legal entities under Greek law, they may face administrative sanctions (including dissolution and liquidation) for breaches of the AML/CTF Framework committed for their benefit by any person, acting either individually or as part of an organ of the legal person and having a leading position within the legal person.

The provisions of Greek Law 4557/2018 are complemented by Regulation (EU) 2015/847 on information accompanying transfers of funds and repealing Regulation (EC) No 1781/2006, which applies from 26 June

2017. It sets out rules on the information on payers and payees, accompanying transfers of funds, in order to help prevent, detect and investigate AML/CTF cases.

In the context of combating tax evasion, Directive (EU) 2016/2258 provides for the access of tax authorities to the mechanisms, procedures, documents and information applied and held by the obliged persons (including banks) for AML/CFT purposes. The Directive has been transposed into Greek law by Greek Law 4569/2018.

The Banking and Credit Committee of the Bank of Greece has issued Decision 281/5/17.03.2009 on the "Prevention of the use of the credit and financial institutions under Bank of Greece supervision for money laundering and terrorist financing", Decision 285/6/09.07.2009 which sets out an indicative typology of unusual or suspicious transactions within the meaning of article 4(13), (14) Greek Law 3691/2008 and Decision 290/12/11.11.2009 on the "Framework governing the imposition of administrative sanctions on the institutions supervised by the Bank of Greece in accordance with| Article 52 of Greek Law 3691/2008". The aforementioned Decisions 281/5/17.03.2009 and 285/6/09.07.2009 were amended by the Act of the Governor of the Bank of Greece No. 2652/29.02.2012 providing for, inter alia, an indicative typology of unusual or suspicious transactions pertaining to tax evasion. Moreover, Decisions 281/5/17.03.2009 and 290/12/11.11.2009 were further amended by Decision 300/30/28.07.2010 of the Banking and Credit Committee of the Bank of Greece setting out further obligations of the credit institutions under the AML/CTF legislation. Decisions 281/5/17.03.2009 was amended again by Decision 94/23/15.11.2013 of the Credit and Insurance Committee of the Bank of the Greece and Executive Committee Act 172/29.5.2020 of the Bank of Greece.

Decision 281/5/17.03.2009 takes into account the principle of proportionality, and includes the obligations of all credit and financial institutions and FATF recommendations. This decision also reflects the common understanding of the obligations imposed by Regulation (EU) 1781/2006 on the information on the payer accompanying transfers of funds. It is noted that Regulation (EU) 1781/2006 was repealed by Regulation (EU) 2015/847 of the European Parliament and of the Council of 20 May 2015 on the information accompanying transfers of funds and repealing Regulation (EC) No 1781/2006.

Recently, the Executive Committee Act No. 172/1/29.05.2020 of the Bank of Greece laid down the terms and conditions for digital customer identification by credit institutions and other supervised entities. The Executive Committee Act No. 172/1/29.05.2020. It contains a combination of organisational, technical and procedural measures that ensure a reliable identity identification of natural persons and are designed to prevent identity fraud. Two methods of digital onboarding are envisaged: (a) by videoconference with a trained agent; and (b) an automated procedure via a dynamic-selfie, subject to additional safeguard measures. The identification documents for natural persons that are acceptable are those incorporating enhanced security features. Exceptionally, for Greek citizens and only as part of the videoconference method, ID cards issued by the Hellenic Police, with data written in Latin characters, may be accepted following valuation of any underlying risks and subject to validity and authenticity checks through the central digital portal of the public administration.

The HCMC has adopted the following decisions:

- HCMC Decision No 1/506/8.4.2009 for the prevention of the use of the financial system for money laundering and terrorist financing.
- HCMC Decision No. 34/586/26.5.2011 for the application of due diligence measures in case of outsourcing functions or agency relationship.
- HCMC Decision No. 35/586/26.5.2011, amending the HCMC decision No. 01/506/08.04.2009 for the prevention of the use of the financial system for money laundering and terrorist financing. The above decision has, among others, extended the enhanced due diligence measures applicable to high-risk customers, and introduced the obligation of companies, subject to it, to freeze the assets of persons who are includedin relevant lists.

- HCMC Decision No. 20/735/22.10.2015, amending article 2 of the HCMC decision No. 01/506/08.04.2009 for the prevention of the use of the financial system for money laundering and terrorist financing. with respect to the application of due diligence measures.

- HCMC Decision No. 5/820/30.05.2018, amending article 10(2) of the HCMC decision No. 01/506/08.04.2009 for the prevention of the use of the financial system for money laundering and terrorist financing, by introduction of the obligation for preparation of annual report and submission to the HCMC by the compliance officer.

- HCMC Decision No. 4/894/23.10.2020 for the remote electronic identification of natural persons by obliged persons supervised by the HCMC when concluding business relationships or carrying out occasional transactions.

- HCMC Decision 5/898/3.12.2020 for the establishment of a register of providers of exchange services between virtual currencies and fiat currencies and a register of custodian digital wallet providers

In July 2002, the Greek Parliament passed Greek Law 3034/2002, which transposed into Greek law the International Convention for the Suppression of the financing of terrorism, with which the Group fully complies.

In 2013, the Bank of Greece issued two Decisions (no. 94/23/2013 and no. 95/10/22.11.2013) which further strengthen the regulatory framework within which the supervised entities in Greece operate. Decision no. 95/10/22.11.2013 on "information to be periodically disclosed by supervised institutions to the Bank of Greece" was further amended by Decision no. 108/1/04.04.2014, enhancing the frequency of reporting. The amendments mainly harmonise the applicable provisions to the revised FATF recommendations with respect to PEPs by categorising local PEPs as high risk customers and by imposing on the supervised banks additional reporting obligations pertaining to suspicious cross border transfer of funds, as well as to high risk banking products and customers.

Moreover, the European Commission issued Regulation (EU) 2016/1675 supplementing Directive (EU) 2015/849 by identifying high-risk third countries with strategic deficiencies in their national AML/CTF frameworks, as amended and in force.

Furthermore, it should be noted that on 5 December 2017 the Council of the European Union adopted its list of non-cooperative tax jurisdictions and published two Annexes containing: (i) the EU list of non-cooperative tax jurisdictions; and (ii) the different jurisdictions cooperating with the EU with respect to commitments taken to implement tax good governance principles. The Council of the European Union list is intended to promote good governance in taxation worldwide, maximising efforts to prevent tax avoidance, tax fraud and tax evasion. Furthermore it is also noted that the current list, as in force, is to be revised at least once a year and the competent EU authorities may recommend an update at any time. The latest revised list was adopted in October 2022.

Payment Services in the Internal Market

On 23 December 2015, Directive 2015/2366/EU (**PSD2**), which intends to incorporate and repeal the Directive 2007/64/EC on payment services in the internal market (the **Payment Services Directive** or **PSD**) was published in the Official Journal of the European Union. PSD2 aims at improving the functioning of the internal market for payment services and more broadly for all goods and services given the need for innovative, efficient and secure means of payments.

PSD2 was transposed into Greek law by virtue of Greek Law 4537/2018, as in force. The new legislative regime provides high protection regarding the rights of the users of the payment services. In particular, law 4537/2018:

- expands the reach of the original PSD to include payments to and from third countries, where at least one (and not anymore both) payment service provider is located within the EU. Moreover, the extension in scope will also have as an effect that the same rules will apply to payments that are made in a currency that is not denominated in Euro or another EU Member State's currency;

- introduces new a Strong Customer Authentication (**SCA**) requirement. This involves the use of two authentication factors for bank operations that were not previously required, including payments and access to accounts online or via apps, as well as a stricter definition of what counts as an authentication factor;

- introduces new security requirements for electronic payments and account access, along with new security challenges relating to AISPs and PISPs. Specifically, customers have the right to reclaim the amount of money transferred in cases where: (a) unauthorised credit of the customer's account was used for the purchasing of products or services; (b) authorised credit of the customer's account was used for the purchase of products or services (i) that did not mention the exact amount of the payment transaction and (ii) the amount of the payment transaction exceeded the amount reasonably expected by the customer, taking into account previous spending patterns, the framework contract's terms and the circumstances of the specific case; or (c) there was a non-execution or defective execution of the payment transaction by the Issuer;

- encourages new players (**TPPs**) that offer specific payment solutions or services to customers to enter the payment market. The TPPs will have to follow the same rules as the traditional payment service providers: registration, licensing and supervision by the competent authorities. Furthermore, it opened the EU payment market for TPPs to offer payment services based on the access to the information from the payment account. These TPPs are categorised as account information service providers (**AISPs**) that allow consumers and businesses to have a global view on their financial situation, and the payment initiation service providers (**PISPs**) that help consumers to make online credit transfers and inform the merchant immediately of the payment initiation, allowing for the immediate dispatch of goods or immediate access to services purchased online. Moreover, PSD2 allows payment service providers that do not manage the account of the payment service user to issue card-based payment instruments to that account and to execute card-based payments from that account. Such "third party" payment service provider – which could be a bank not servicing the account of the payer – will be able, after consent of the user, to receive from the financial institution where the account is held a confirmation (a yes/no answer) as to whether there are sufficient funds on the account for the payment to be made;

- standardises the different approaches to surcharges on card-based transactions, which are not allowed for those consumer cards affected by the interchange fee cap; and

- enhances consumer rights by introducing: (a) reduced liability for non-authorised payments from €150 to €50; and (b) unconditional refund right for direct debits in euro for a period of 8 weeks.

The Hellenic General Secretariat of Trade and Consumer Protection is appointed as competent authority to handle complaints of payment services users and other interested parties (i.e. consumer associations).

On 24 July 2013, the EC also published a proposal for a Regulation on interchange fees for card-based payment transactions which led to the adoption on 29 April 2015 of Regulation (EU) 2015/751 of the European Parliament and of the Council on interchange fees for card-based payment transactions. Specifically, the Regulation, which is applicable as of 8 June 2015:

- caps interchange fees at 0.2 per cent. of the transaction value for consumer debit cards and at 0.3 per cent. for consumer credit cards;

- allows EU countries to define percentage caps lower than 0.3 per cent. for consumer credit card transactions;

- allows EU countries to impose a fee of no more than 5 eurocents per transaction interchange fee in combination with the 0.2 per cent. cap for consumer debit card transactions; and

- increases transparency on the level of fees paid by retailers, thus enabling them more easily to select which payment cards to accept.

EU General Data Protection Regulation

Regulation (EU) No. 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (also known as the EU General Data Protection Regulation or the "**GDPR**") represents a new legal framework for the data protection in the EU. It has applied directly in all EU Member States since 25 May 2018. Although a number of basic principles under previous Greek data privacy laws remain the same under the GDPR, the GDPR also introduces new obligations on data controllers and enhanced rights for data subjects.

The GDPR applies to organisations located within the EU and also extends to organisations located outside of the EU if they offer goods and/or services to EU data subjects. Regulators have power to impose administrative fines and penalties for a breach of obligations under the GDPR, including fines for serious breaches of up to 4 per cent. of the total worldwide annual turnover of the preceding financial year or €20 million and fines of up to 2 per cent. of the total worldwide annual turnover of the preceding financial year or €10 million for other specified infringements. The GDPR identifies a list of points to consider when imposing fines (including the nature, gravity and duration of the infringement).

In Greece, Greek Law 4624/2019 implements and/or makes use of the derogations allowed by the GDPR and complements Greek Law 2472/1997, as amended and in force. However, there is still very little guidance as to how the Hellenic Data Protection Authority will enforce the GDPR. The Hellenic Data Protection Authority issued its opinion on Greek Law 4624/2019 in January 2020, which heavily criticised the lack of conformity of some of its provisions with the GDPR and Directive 2016/680 (the "LED"), which was also transposed into Greek law by virtue of Greek Law 4624/2019. Concerning Article 52, the Hellenic Data Protection Authority stated that Article 11 of the LED has been poorly transposed because Greek Law 4624/2019 does not provide the appropriate safeguards for the rights and freedoms of the data subject and at least the right to obtain human intervention on the part of the controller.

The Issuer has taken measures to comply with the GDPR and Greek law requirements.

Consumer protection

Credit institutions in Greece are subject to legislation aimed at protecting consumers from abusive terms and conditions. In particular, Greek Law 2251/1994, as supplemented by the Ministerial Decision no. 5338/17.01.2018, with effective date as of 17 March 2018, and as amended and in force, sets forth rules on the marketing and advertisement of consumer financial services, prohibits unfair and misleading commercial practices and includes penalties for violations of such rules and prohibitions.

In addition, consumer protection issues are regulated through administrative decisions, such as Ministerial Decision Z1-798/2008 (Government Gazette Issue B' 1353/11.07.2008) on the prohibition of general terms which have been found to be abusive by final court decisions, as amended by Ministerial Decisions Z1-21/2011 (Government Gazette Issue B' 21/18.01.2011) and Z1-74/2011 (Government Gazette Issue B' 292/22.02.2011).

Further to the above, Directive 2008/48/EC of the European Parliament and of the Council of Europe on credit agreements for consumers and repeal of Council Directive 87/102/EEC, as amended and in force, provides for increased consumer protection in the context of consumer credit transactions and prescribes, among others, the

inclusion of standard information in advertising and the provision of pre-contractual and contractual information to consumers.

The aforesaid Directive was transposed into Greek legislation by Ministerial Decision Z1-699/2010 (Government Gazette Issue B' 917/23.06.2010) with effect from 23 June 2010. The said Ministerial Decision provides for increased consumer protection in the context of consumer credit transactions and prescribes, among others, the inclusion of standard information in advertising and the provision of pre-contractual and contractual information to consumers. Ministerial Decision Z1-699/2010 was amended by Greek Law 4438/2016, Ministerial Decision Z1-111/2012 (Government Gazette Issue B΄ 627/2012) and Joint Ministerial Decision 108544/2018, that transposed into Greek law European Directive 2011/90/EU providing additional assumptions for the calculation of the annual percentage rate of charge.

The Ministerial Decision Z1-699/2010, as amended and in force, contains specific provisions regarding the provision of standard information for the advertising of credit agreements, and the minimum information that should be provided to consumers so as to enable them to compare different offers. In order for the consumers to make informed decisions, they must receive adequate information in a clear and precise manner through standard information that should be available to them prior to execution of the agreement, including, among others, the total amount of credit, the terms governing money withdrawals, duration, interest rate, and relevant examples. The credit agreements should be executed in writing or by any other relevant means.

Before the conclusion of the credit agreement, the creditor assesses the consumer's creditworthiness and solvency on the basis of sufficient information, where appropriate obtained from the consumer during the pre-contractual stage, but also on the information provided by the consumer during a long-term transactional relationship, and after research on the proper data base, in accordance with the special provisions for the supervision of credit and financial institutions.

Consumers have the right to withdraw from their contracts within fourteen days without providing any justification. In order to withdraw from their contracts, consumers must inform the creditor and pay the principal and any accrued interest calculated from the date of the granting of the credit up to the date of its repayment, without any undue delay and at the latest within thirty days from the date of notification to the creditor. Consumers have the right to fulfil the entirety or part of their obligations before the date specified in the agreement. In case of early partial or full repayment, creditors are entitled to a reasonable and objectively justified compensation for any expenses directly related to the early repayment of the credit, provided that such early repayment is taking place within the time period for which a fixed interest has been agreed.

Finally, the Act of the Governor of the Bank of Greece No. 2501/2002, as supplemented by Act of the Governor of the Bank of Greece No. 178/2004 and in force, sets out fundamental disclosure obligations of credit institutions operating in Greece *vis-à-vis* any Contracting Party.

Ministerial Decision 56885/2014 set a code of conduct for the protection of consumers during sales, offer periods and promotional actions while Joint Ministerial Decision 70330/2015 transposed Directive 2013/11/EU on alternative dispute resolution for consumer disputes and introduced supplementary measures for the application of Regulation (EU) 524/2013 on online dispute resolution for consumer disputes.

Joint Ministerial Decision 5921/2015 (entered into force on 19 January 2015) set out the terms and the procedure for mediation of the consumer ombudsmen between credit institutions and debtors pursuant to the provisions of the Code of Conduct.

Presidential Decree No. 10/2017 introduced the "Code of Consumer Conduct" and set the principles to be applied to trade and the trading relations between suppliers and consumers and their associations. Finally, Ministerial Decision 31619/2017 introduced a Code of Consumer Conduct for e-commerce.

Greek Law 4512/2018, which has been effective since 17 March 2018, as amended and in force, brought significant amendments to Greek Law 2251/1994. The most important of such amendments for the credit institutions or financial institutions and servicers supervised by the Bank of Greece are the following:

(a) change in the definition of "consumer" falling within the ambit of the protection of Greek Law 2251/1994 to include only individuals (and no longer legal entities); and

(b) in the field of unfair terms in consumer contracts, protection is also provided only to the very small businesses, either natural or legal persons, as if it was offered to an individual.

The above applies only to contracts entered into, or renewed after 17 March 2018. Old contracts are not affected by the introduced amendments.

Equity Participation by Banks in Other Companies

The Banking Law does not contain any provision regarding the equity participation of banks in other companies. Article 89 of the CRR provides that the competent authorities of member states must publish their choice among the available options included in such article in relation to the conditions applicable to the acquisition by credit institutions of a qualified holding in other companies.

The Bank of Greece has not published its choice as per the above to this date.

According to the Act of the Governor of Bank of Greece No. 2604/04.02.2008, issued by authorisation of the now abolished Law 3601/2007 for the acquisition by credit institutions of qualifying holdings in the share capital of undertakings in the financial sector, as amended by Decision 281/10/17.03.2009 of the Banking and Credit Committee of the Bank of Greece, credit institutions were required to obtain the Bank of Greece's prior approval to acquire or increase a qualifying holding in the share capital of credit institutions, financial institutions, insurance and reinsurance companies, investment firms, information technology management companies, real estate property management companies, asset and liability management companies, payment systems management companies, external credit assessment institutions and financial data collection and processing companies. The extent to which the above act remains applicable following the entry into force of the Banking Law is unclear.

Subject to EU regulations, new and significant holdings (concentrations) must be reported to the Greek Competition Commission according to Greek law 3959/2011 and must be notified to the European Commission, provided that they have community dimension within the meaning of Regulation No. 139/2004 on the control of concentrations between undertakings, following the procedure set in such Regulation (as supplemented by Regulation No. 802/2004).

The HCMC and ATHEX must also be notified once certain ownership thresholds are exceeded with respect to listed companies according to Greek law 3556/2007, as amended by Greek laws 4374/2016 and 4416/2016, and the relevant decisions of the HCMC and the ATHEX Regulation.

Equity Participations in Greek Credit Institutions

Article 23 of the Banking Law provides for a specific procedure by which the Bank of Greece is notified of the intention of an individual or a legal entity to acquire a participation reaching or exceeding the thresholds set by such article (namely, 20 per cent., 1/3, 50 per cent. or the threshold required for the credit institution to become a subsidiary of the acquirer) of the percentage of the total share capital or voting rights of a credit institution authorised by the Bank of Greece, including the appraisal of the acquirer or the approval, as the case may be of the above acquisition. It is noted that the notification obligation exists also in case an individual or a legal entity decides to cease holding directly or indirectly a participation in a credit institution seated in Greece or to reduce an existing participation below the above thresholds. As of 4 November 2014 the above supervisory authorities of the Bank of Greece are exercised by the ECB in collaboration with the Bank of Greece.

Executive Committee Act No. 142 of Bank of Greece, issued on 11 June 2018, as in force, (which replaced the Executive Committee Act No. 22 of Bank of Greece, issued on 12 July 2013) codifies, among others, the

provisions regarding the authorisation of credit institutions in Greece and the acquisition of a qualifying holding in a credit institution. Furthermore, this act specifies the necessary information for the prudential assessment of the proposed shareholders, the proposed members of the management body and the proposed key function holders of a credit institution by the Bank of Greece under the EBA guidelines. Moreover, according to Executive Committee Act No. 48 of Bank of Greece, issued on 24 March 2015, as amended by the Executive Committee Act No. 142 of Bank of Greece, issued on 11 June 2018, the aforementioned information should be accompanied by appropriate privacy statements included in this Act concerning personal data processing.

As at 4 November 2014, the supervisory tasks described above were conferred to the ECB in cooperation with the Bank of Greece, according to the provisions of Regulation 468/2014.

Deferred Tax Assets (DTAs)

Greek Law 4302/2014 introduced Article 27A to the Greek Income Tax Code, which was initially replaced by Greek Law 4303/2014 and then by Greek Law 4340/2015 and was most recently amended by Greek Law 4549/2018, 4722/2020 and, most recently, 4831/2021 (**DTA Framework**), to allow, under certain conditions, from 2016 onwards, credit institutions to convert DTAs falling within the scope of such law and arising (a) from the participation in the PSI and the buy-back programme and (b) from the sum of (i) the unamortised part of the crystallised loan losses from write-offs and disposals, (ii) the accounting debt write-offs and (iii) the remaining accumulated provisions and other general losses, with respect to existing amounts up to 30 June 2015, into final and due receivables from the Hellenic Republic (**Tax Credit**). In the case of an accounting loss in a specific year, the Tax Credit will be calculated by multiplying the total amount as per the above of the deferred tax asset by the percentage represented by the accounting losses over net equity before such year's losses as appearing in the annual financial statements of the credit institution, excluding such year's accounting losses.

Pursuant to the new provisions of Greek Law 4831/2021, the transaction loss from the exchange of Greek government bonds or corporate bonds guaranteed by the Greek state, in application of a participation programme in the redistribution of Greek debt (of par. 2 of article 27 of law 4172/2013 of Greek law), deducts as a priority compared to the transaction loss due to credit risk. The amount of the annual transaction loss from credit risk deduction is limited to the amount of annual gains determined under tax law, before the deduction of these losses resulting from credit risk and after the deduction of the loss resulting from the PSI bond exchange, see "*Regulation and Supervision – PSI Programme*". The remaining amount of the annual deduction that has not been offset is carried forward for deduction in subsequent tax years within the twenty-year period, in which the remaining profits will remain after the annual deduction of the transaction losses corresponding to those years. The order of deduction of the transferred amounts is preceded by the older transaction loss balances compared to the newer ones. If at the end of the twenty-year amortisation period there are balances that have not been offset, these are losses subject to the five-year transfer rule. It is noted that the above provision does not affect the rate of the depreciation for regulatory purposes of the DTA, neither retrospectively nor in the future, i.e. the DTA will continue to be depreciated on a straight line basis (one-twentieth per year), for both previous, as well as for future sales of NPLs. In this context, the purpose of this amendment is to avoid a significant one-off impairment of DTAs, as a result of the tax amortisation of accumulated loan losses. The above applies from 1 January 2021 and concerns debit differences due to credit risk that have arisen since 1 January 2016.

This legislation allows Greek credit institutions to treat such eligible DTAs as not "relying on future profitability" according to the CRD Directive, and as a result such DTAs are not deducted from Common Equity Tier I capital but rather risk weighted, thereby improving an institution's capital position. As of 30 September 2022, the Issuer's DTA falling within the scope of the DTA Framework amounted to €2.8 billion, comprising 53 per cent. of its total DTAs and 8.6 per cent. of RWAs.

The Tax Credit can be offset against income taxes payable. Any excess amount of the Tax Credit that cannot be offset against income taxes payable is immediately recognised as a receivable from the Hellenic Republic.

Upon conversion of DTA to DTC, the credit institution will issue conversion rights on its ordinary shares which will belong to the Hellenic Republic and correspond to common shares of the credit institution of a total market value equal to 100 per cent. of the Tax Credit prior to the set-off, and create a special reserve of an equal amount. The conversion price of the conversion rights will be based on the average trading price per share of the last 30 business days prior to the date that the Tax Credit becomes payable, weighted by trading volume. The exercise of such rights will take place without the payment of consideration. Existing shareholders will have, proportionate to their participation in the share capital of the credit institution, a call option on the conversion rights. Following the end of a reasonable period during which such option was not exercised, the rights are freely transferable.

The conversion mechanism (DTA to DTC) is also triggered in the case of resolution, liquidation or special liquidation of the institution concerned, as provided for in Greek or EU legislation, as the latter has been transposed into Greek legislation. In this case, any amount of DTCs which is not offset with the corresponding annual corporate income tax liability of the institution concerned gives rise to a direct payment claim against the Hellenic Republic.

The Extraordinary General Meeting of Shareholders of the Issuer held on 7 November 2014 approved the Issuer's submission in the scope of the DTA Framework, which is applicable from the tax year 2017 onwards for Tax Credits arising from the tax year 2016.

DESCRIPTION OF THE TRANSACTION DOCUMENTS

Servicing and Cash Management Deed

The Servicing and Cash Management Deed, made between the Issuer, the Trustee and the Servicer contains provisions relating to, *inter alia*:

- the Issuer's and Servicer's obligations when dealing with any cash flows arising from the Cover Pool and the Transaction Documents;
- the servicing, calculation, notification and reporting services to be performed by the Servicer, together with cash management services and account handling services in relation to moneys from time to time standing to the credit of the Transaction Account, the Collection Account and the Third Party Collection Account (if any);
- the terms and conditions upon which the Servicer will have the option to sell in whole or in part the Loan Assets until one year prior to the Extended Final Maturity Date of the Earliest Maturing Covered Bonds, and thereafter will be obliged to sell in whole or in part the Loan Assets;
- the Issuer's right to prevent the sale of a Loan Asset to third parties by removing the Loan Asset made subject to sale from the Cover Pool and transferring within 10 Athens Business Days from the receipt of the offer letter, to the Transaction Account, an amount equal to the price set forth in such offer letter, subject to the provision of a solvency certificate;
- the covenants of the Servicer;
- the representations and warranties of the Issuer regarding itself and the Cover Pool Assets;
- the responsibilities of the Servicer following the service of a Notice of Default on the Issuer or upon failure of the Issuer to perform its obligations under the Transaction Documents; and
- the circumstances in which the Issuer or the Trustee will be obliged to appoint a new servicer to perform the Servicing and Cash Management Services.

Servicing

Pursuant to the Servicing and Cash Management Deed, the Servicer has agreed to service the Loans and their Related Security comprised in the Cover Pool and provide cash management services.

The Servicer will be required to administer the Loans and their Related Security in accordance with the Issuer's administration, arrears and enforcement policies and procedures forming part of the Issuer's policy from time to time as they apply to those Loans.

The Servicer will have the power to exercise the rights, powers and discretions and to perform the duties of the Issuer in relation to the Loans and their Related Security that it is servicing pursuant to the terms of the Servicing and Cash Management Deed, and to do anything which it reasonably considers necessary, convenient or incidental to the administration of the Loans and their Related Security.

Right of delegation by the Servicer

The Servicer may from time to time subcontract or delegate the performance of its duties under the Servicing and Cash Management Deed, provided that it will nevertheless remain responsible for the performance of those duties to the Issuer and the Trustee and, in particular, will remain liable at all times for servicing the Loans and

their Related Security and for the acts or omissions of any delegate or sub-contractor. Any such subcontracting or delegation may be varied or terminated at any time by the Servicer.

Appointment of Replacement Servicer

Upon the occurrence of any of the following events (each a **Servicer Termination Event**):

- default is made by the Servicer in the payment on the due date of any payment due and payable by it under the Servicing and Cash Management Deed and such default continues unremedied for a period of three Athens Business Days after the earlier of the Servicer becoming aware of such default and receipt by the Servicer of written notice from the Trustee requiring the same to be remedied;

- default is made by the Servicer in the performance or observance of any of its other covenants and obligations under the Servicing and Cash Management Deed, which is materially prejudicial to the interests of the Covered Bondholders and such default continues unremedied for a period of 20 Business Days after the Servicer becoming aware of such default, PROVIDED THAT where the relevant default occurs as a result of a default by any person to whom the Servicer has sub-contracted or delegated part of its obligations hereunder, such default shall not constitute a Servicer Termination Event if, within such period of 20 Athens Business Days of awareness of such default by the Servicer, the Servicer terminates the relevant sub-contracting or delegation arrangements and takes such steps as the Trustee may approve to remedy such default;

- the occurrence of an Insolvency Event in relation to the Servicer; or

- the occurrence of an Issuer Event (where the Issuer and the Servicer are the same entity),

then at any time after the Trustee has received notice of any such Servicer Termination Event, the Trustee shall, following consultation with the Bank of Greece and while such Servicer Termination Event continues, use its reasonable endeavours to:

(a) appoint an independent investment or commercial bank of international repute (the **Investment Bank**) to select an entity to act as a substitute servicer (the **Replacement Servicer**); and

(b) by notice in writing to the Servicer terminate its appointment as Servicer under the Servicing and Cash Management Deed with effect from a date (not earlier than the date of the notice) specified in the notice.

In relation to any of the Servicer Termination Events listed above, any reference to the Servicer being "aware" of any matter, event or circumstance shall be satisfied if such matter, event or circumstance is actually known or ought to have been known to any member of the department of the Servicer with responsibility in respect of the obligations of the Servicer under the Servicing and Cash Management Deed.

In the event that Trustee does not appoint the Investment Bank or the Investment Bank does not select a Replacement Servicer or the Trustee does not appoint the entity selected by the Investment Bank to act as Replacement Servicer within a reasonable period of time, the Bank of Greece may appoint, pursuant to Article 21(2) of the Covered Bond Law, a special administrator in respect of the Cover Pool Assets provided that an Insolvency Event in relation to the Servicer (where the Issuer and the Servicer are the same entity) has occurred.

The Trustee will not be required to appoint the nominated Replacement Servicer if (a) the Bank of Greece is in the process of appointing a special administrator to the Issuer in respect of the Cover Pool Assets pursuant to Article 21(2) of the Covered Bond Law or (b) the Trustee is informed by the Bank of Greece that it intends to take any such actions listed in in the Servicing and Cash Management Deed or to adopt other steps that are more appropriate in the circumstances to protect the interests of the Covered Bondholders.

Insolvency Event means in respect of the Servicer: (a) an order is made or an effective resolution passed for the winding up of the relevant entity; or (b) the relevant entity stops or threatens to stop payment to its creditors generally or the relevant entity ceases or threatens to cease to carry on its business or substantially the whole of its business; or (c) an encumbrancer takes possession or a receiver, administrator, administrative receiver or other similar officer is appointed to the whole or any substantial part of the undertaking, property and assets of the relevant entity or a distress, diligence or execution is levied or enforced upon or against the whole or any substantial part of the chattels or property of the relevant entity and, in the case of any of the foregoing events, is not discharged within 30 days; or (d) the Servicer is unable to pay its debts as they fall due other than where the Issuer or the Servicer is Alpha and any of the events set out in (a) to (c) above occurs in connection with a substitution in accordance with Condition 18 (*Substitution of the Issuer*); or (e) a creditors' collective enforcement procedure is commenced against the Servicer (including such procedure under Greek Bankruptcy Code, Greek law 4261/2014 and Greek law 3458/2006, as applicable).

The Trustee will not be obliged to act as servicer in any circumstances.

The Cover Pool

Pursuant to the Greek Covered Bond Legislation, the Issuer will be entitled to create the Statutory Pledge over:

(a) certain eligible assets set out in Article 129 of Regulation 575/2013, as amended and in force, including, but not limited to, claims deriving from loans and credit facilities of any nature comprising the aggregate of all principal sums, interest, costs, charges, expenses, additional loan advances and other moneys (including, in case of any Subsidised Loans, any Subsidised Interest Amount due and owing with respect to such Subsidised Loan) and including the levy of Greek law 128/1975 but excluding any third party expenses due or owing with respect to such loan and/or credit facilities provided that such loans and credit facilities are secured by residential real estate (the **Loans**) together with any mortgages, mortgage pre-notations, guarantees or indemnity payments which may be granted or due, as the case may be, in connection therewith (the **Related Security** and, together with the **Loans**, the **Loan Assets**);

(b) derivative financial instruments limited to the Hedging Agreements satisfying the requirements of Article 13 of the Covered Bond Law, as this is supplemented by Section F of Chapter III of the Secondary Covered Bond Legislation;

(c) deposits with credit institutions (including any cash flows deriving therefrom) provided that such deposits comply with article 8 of the Covered Bond Law as supplemented by Chapter III, Section A of the Secondary Covered Bond Legislation (including the Transaction Account and the Liquidity Buffer Reserve Ledger, but excluding the Collection Account); and

(d) other liquid assets as defined in Article 18 of the Covered Bond Law

(each a **Cover Pool Asset** and collectively the **Cover Pool**).

Liquid Assets consist of the following types of assets, segregated in accordance with Article 18 of the Covered Bond Law:

(a) assets qualifying as level 1, level 2A or level 2B assets pursuant to the delegated Regulation (EU) 2015/61, that are valued in accordance with that delegated regulation, and are not issued by the credit institution issuing the covered bonds itself, its parent undertaking, other than a public sector entity that is not a credit institution, its subsidiary or another subsidiary of its parent undertaking or by a securitisation special purpose entity with which the credit institution has close links; and

(b) short-term exposures to credit institutions that qualify for credit quality step 1 or 2, or short-term deposits to credit institutions that qualify for credit quality step 1, 2 or 3, in accordance with point (c)

of Article 129(1) of Regulation (EU) No 575/2013, provided that the Secondary Greek Covered Bond Legislation excludes from the Cover Pool exposures referred to in item (b) of Article 129(1) of Regulation (EU) No 575/2013 that qualify for the credit quality step 2 as set out in Chapter 2 of Title II of the third part of Regulation (EU) No 575/2013, even if they do not exceed 20 per cent. of the nominal amount of outstanding Covered Bonds .

The Issuer shall be entitled, subject to filing a Registration Statement so providing, to:

(a) allocate to the Cover Pool Additional Cover Pool Assets for the purposes of issuing further Series of Covered Bonds and/or complying with the Statutory Tests and/or maintaining the initial rating(s) assigned to the Covered Bonds provided that with respect to any Cover Pool Assets allocated after the Issue Date for the first Series of Covered Bonds which are New Asset Types, Moody's has provided confirmation in writing that the ratings on the Covered Bonds would not be adversely affected by, or withdrawn as a result of such allocation; and

(b) prior to the occurrence of an Issuer Event and provided that no breach of any Statutory Test would occur as a result of such removal or substitution (i) remove Cover Pool Assets from the Cover Pool or (ii) substitute Cover Pool Assets with Additional Cover Pool Assets, provided that for any substitution of Additional Cover Pool Assets which are New Asset Types, Moody's has provided confirmation in writing that the ratings on the Covered Bonds would not be adversely affected by, or withdrawn as a result of such removal or substitution (as the case may be).

Additional Cover Pool Assets means any further assets assigned to the Cover Pool by the Issuer in accordance with the Servicing and Cash Management Deed.

Any further assets added to the Cover Pool at the option of the Issuer in accordance with the above or by way of mandatory changes below shall form part of the Cover Pool.

Minimum Credit Rating means a long term credit rating of at least Ba3 by Moody’s.

Statutory Tests

Prior to the occurrence of an Issuer Event, the Servicer shall verify on each applicable Calculation Date that, as at the last calendar day of the calendar month immediately preceding such applicable Calculation Date, the Cover Pool satisfies the Statutory Tests, each of which are described below.

(a) *The Nominal Value Test*: Prior to an Issuer Event the Issuer must ensure that on each Calculation Date falling in January, April, July and October of each year, the nominal value of the Cover Pool (excluding for these purposes Loans in arrear of more than 90 days and any Loan in respect of which the Issuer is in breach of the Representations and Warranties given under the Servicing and Cash Management Deed and such Loan has not been removed from the Cover Pool by the Issuer) (as determined in accordance with the Servicing and Cash Management Deed) exceeds the Euro Equivalent of the Principal Amount Outstanding, together with all accrued but unpaid interest thereon, of all Series of Covered Bonds then outstanding by the OC Percentage, where the OC Percentage is at least equal to the Minimum OC Percentage (where the **Minimum OC Percentage** means 5 per cent.), or such higher percentage selected from time to time by the Issuer (or the Servicer acting on its behalf) and notified to the Rating Agencies, as determined pursuant to the Servicing and Cash Management Deed. In order to assess compliance with this test, all of the assets comprising the Cover Pool shall be evaluated at their nominal value plus accrued, but unpaid, interest.

For the purposes of calculating the nominal value of the Cover Pool, the value of any foreign assets comprised in the Cover Pool shall be converted into euro on the basis of the exchange rate published by the European Central Bank (ECB) on such applicable Calculation Date as at the last calendar day of the immediately preceding calendar month.

(b) *The Net Present Value Test:* Prior to an Issuer Event the Issuer must ensure that on each Calculation Date falling in January, April, July and October of each year, the net present value of the Covered Bond Liabilities is less than or equal to the net present value of the Cover Pool (excluding for these purposes any Loans in arrear of more than 90 days), including the Hedging Agreements (if included, at the discretion of the Issuer) as determined in accordance with the Servicing and Cash Management Deed. This requirement must be satisfied even in the hypothesis of a parallel movement of the yield curve by 200 basis points.

For the purposes of calculating the net present value of the Cover Pool, all amounts denominated in a currency other than euro shall be converted into euro on the basis of the exchange rate published by the ECB as at the relevant Calculation Date.

The **Covered Bond Liabilities** shall at any time be the aggregate of liabilities due by the Issuer in respect of (a) accrued interest due on all Series of Covered Bonds, (b) principal due on all Series of Covered Bonds, (c) accrued liabilities due in respect of each Interest Rate Swap and Covered Bond Swap and (d) the expected costs for the maintenance and administration for the winding down of the Programme at least a rate of one per cent. of the Euro Equivalent of the Principal Amount Outstanding of all Series of Covered Bonds then outstanding.

(c) *The Interest Coverage Test*: Prior to an Issuer Event the Issuer must ensure that on each Calculation Date falling in January, April, July and October of each year, the amount corresponding to the payments of interest to the Covered Bondholders must not exceed the amount of interest that is expected to be collected during a period of twelve (12) months from the cover assets.

In addition to the above Statutory tests, for so long as any Covered Bonds are outstanding, the Issuer has covenanted to comply with the provisions of the Covered Bond Law.

OEK means the Greek Worker Housing Organisation as succeeded in full by the Manpower Employment Organisations (OAED) by virtue of Greek law 4144/2013 and other relevant legislation.

OEK Framework Agreement means the bilateral agreement pursuant to which the OEK pays subsidies to the Issuer in respect of Subsidised Loans.

OEK Subsidised Loans means those Loans in respect of which the OEK makes payment of Subsidised Interest Amounts pursuant to the applicable laws and the OEK Framework Agreement.

Prop Index Valuation means the index of movements in real estate prices issued by Prop Index SA in relation to residential properties in Greece.

State/OEK Subsidised Loans means those Loans which are both State Subsidised Loans and OEK Subsidised Loans.

State Subsidised Loans means those Loans in respect of which the Greek State or any entity owned by the Greek State (other than the OEK) makes payment of Subsidised Interest Amounts pursuant to all applicable laws.

Subsidised Interest Amounts means the interest subsidy amounts due and payable from the Greek State or any Greek State owned entity (other than the OEK) in respect of the State Subsidised Loans and/or from the OEK in respect of the OEK Subsidised Loans (as the case may be).

Subsidised Loan means any of the OEK Subsidised Loans, the State Subsidised Loans or the State/OEK Subsidised Loans.

Sale of Selected Loans and their Related Security following an Issuer Event

Following the occurrence of an Issuer Event (but prior to the service of a Notice of Default) which is continuing, the Servicer shall be obliged to try to sell Loans and their Related Security in the Cover Pool in respect of the relevant Series of Pass Through Covered Bonds and Accumulation Covered Bonds on or before the First Refinance Date and on or before each Refinance Date thereafter having the Required Outstanding Principal Balance Amount (the **Selected Loans**) in accordance with the Servicing and Cash Management Deed, subject to the rights of pre-emption in favour of the Issuer to remove the Selected Loans from the Cover Pool, in the case of the sale of Selected Loans following an Issuer Event and prior to a breach of the Amortisation Test, provided that where the Amortisation Test was met immediately prior to the proposed sale, that the Amortisation Test will continue to be met following any sale of Selected Loans or the removal of such Selected Loans from the Cover Pool provided that the amount by which the Amortisation Test is passed is not lessened or further reduced as a result of sale of such Selected Loans (unless the Selected Loans comprise the entire Cover Pool, for which case the only condition to the sale of such Selected Loans would be that Amortisation Test is not breached).

Prior to the Servicer making any offer to sell Selected Loans and their Related Security to third parties and provided that no Issuer Insolvency Event has occurred and is continuing, the Servicer will serve on the Issuer a loan offer notice in the form set out in the Servicing and Cash Management Deed (a **Selected Loan Offer Notice**) giving the Issuer the right to prevent the sale by the Servicer of all or part of the Selected Loans to third parties, by removing all or part of the Selected Loans made subject to sale from the Cover Pool and transferring an amount equal to the then Outstanding Principal Balance of the relevant portion of the Selected Loans and the relevant portion of all arrears of interest and accrued interest relating to such Selected Loans to the Transaction Account.

If the Issuer validly accepts the Servicer's offer to remove all or part of the Selected Loans and their Related Security from the Cover Pool by signing the duplicate Selected Loan Offer Notice in a manner indicating acceptance and delivering it to the Trustee and the Servicer within 10 Athens Business Days from and including the date of the Selected Loan Offer Notice, the Servicer shall within three Athens Business Days of receipt of such acceptance, serve a selected loan removal notice on the Issuer in the form set out in the Servicing and Cash Management Deed (a **Selected Loan Removal Notice**). Any removal of part of the Selected Loans and their Related Security pursuant to such Selected Loan Removal Notice will be in accordance with the requirements set out under "*Method of Sale of Selected Loans*" below.

The Servicer shall offer for sale the Selected Loans and their Related Security in respect of which the Issuer rejects or fails within the requisite time limit to accept the Servicer's offer to remove the Loans and their Related Security from the Cover Pool in the manner and on the terms set out in the Servicing and Cash Management Deed.

Upon receipt of the Selected Loan Removal Notice duly signed on behalf of the Servicer, the Issuer shall promptly and in any event within two Athens Business Days (i) sign and return a duplicate copy of the Selected Loan Removal Notice, (ii) deliver to the Servicer and the Trustee a solvency certificate stating that the Issuer is, at such time, solvent and (iii) shall remove from the Cover Pool the relevant portion of the Selected Loans (as specified in the Selected Loan Removal Notice) (and any other Loan secured or intended to be secured by that Related Security or any part of it) referred to in the relevant Selected Loan Removal Notice and where that portion is less than all of the Selected Loans the Loans and the Related Security in the portion that is removed shall be chosen from the Selected Loans on a random basis. Completion of the removal of all or part of the Selected Loans by the Issuer will take place on the date specified in the Selected Loan Removal Notice (provided that such date is not later than the earlier to occur of the date which is (a) 10 Athens Business Days after receipt by the Servicer of the returned Selected Loan Removal Notice and (b) the Extended Final Maturity Date of the relevant Series of Covered Bonds) when the Issuer shall, prior to the removal from the Cover Pool of all or part of the relevant Selected Loans (and any other Loan secured or intended to be secured by that Related Security or any part of it), pay to the Transaction Account an amount in cash equal to the price specified in the relevant Selected Loan Removal Notice.

On the date of completion of the removal of all or part of the Selected Loans and their Related Security in accordance with the above, the Issuer shall ensure that the Selected Loans are removed from the Registration Statement.

Upon such completion of the removal of all or part of the Selected Loans and their Related Security in accordance with above or the sale of all or part of the Selected Loans and their Related Security to a third party or third parties, the Issuer shall cease to be under any further obligation to hold any Customer Files or other documents relating to the relevant removed or sold Selected Loans and their Related Security to the order of the Trustee and, if the Trustee holds such Customer Files or other documents, it will send them to the Issuer at the cost of the Issuer.

Method of Sale of Selected Loans

If the Servicer elects to or is required to sell Selected Loans and their Related Security to third party purchasers (which may, where the Issuer is able to bid for Selected Loans, include the Issuer) following an Issuer Event which is continuing, the Servicer will be required to ensure that before offering Selected Loans for sale:

(a) (unless the Selected Loans comprise the entire Cover Pool):

(i) the Selected Loans have been selected from the Cover Pool on a random basis; and

(ii) following an Issuer Event but prior to a breach of the Amortisation Test, the Selected Loans to be sold in any sale together (i) constitute all Selected Loans in relation to the relevant Series of Pass Through Covered Bonds and/or Series of Accumulation Covered Bonds, as applicable; or (ii) where they do not constitute all Selected Loans in relation to all Series of Pass Through Covered Bonds and/or Accumulation Covered Bonds, the Servicer has determined that the sale of such Selected Loans is beneficial to the Issuer having taken into account the costs that will be incurred as a result of the sale;

(b) the Servicer shall look to sell Selected Loans on or prior to the First Refinance Date and on or prior to each Refinance Date thereafter; and

(c) the Selected Loans have an aggregate Outstanding Principal Balance in an amount (the **Required Outstanding Principal Balance Amount**) which is as close as possible to the amount calculated as follows:

$$N \times \frac{\text{Outstanding Principal Balance of all Loans in the Cover Pool}}{\text{the Euro Equivalent of the Required Redemption Amount in respect of each Series of Covered Bonds then outstanding}}$$

where N is an amount equal to the Euro Equivalent of the Required Redemption Amount of the relevant Series of Covered Bonds (being each series of Pass Through Covered Bonds, and any applicable Series of Accumulation Covered Bonds) less amounts standing to the credit of the Transaction Account (other than amounts standing to the credit of the Liquidity Buffer Reserve Ledger to the extent the same represents amounts credited thereto in respect of outflows other than principal outflows) and the principal amount of any Liquid Assets or Authorised Investments (other than Liquid Assets or Authorised Investments acquired from amounts standing to the credit of the Liquidity Buffer Reserve Ledger other than amounts deposited in the Liquidity Buffer Reserve Ledger to cover principal outflows) (excluding all amounts to be applied to pay or provide for higher ranking amounts in the Pre Event of Default Priority of Payments and those amounts that are required to repay any Series of Covered Bonds which mature prior to or on the same date as the relevant Series of Covered Bonds and excluding any amounts standing to the credit of any Accumulation Ledger or which have

been set aside to pay any Series of Covered Bonds) and all Sale Proceeds received from the sale of other Selected Loans or removal of Selected Loans under the right of pre-emption).

For the purposes hereof:

Required Redemption Amount means, in respect of a Series of Covered Bonds, the amount calculated as follows:

the Principal Amount Outstanding of the relevant Series of Covered Bonds	x	(1+ Negative Carry Factor x (days to next Interest Payment Date on which the relevant Series can be redeemed (or, in respect of any Accumulation Bonds, the Final Maturity Date) /365))

Where **Negative Carry Factor** is a percentage calculated by reference to the weighted average margin of the Covered Bonds and will, in any event, not be less than 0.50 per cent.

Euro Equivalent means, in relation to a Series of Covered Bonds which is denominated in (a) a currency other than Euro, the Euro equivalent of such amount ascertained using the relevant Covered Bond Swap Rate relating to such Series of Covered Bonds and (b) Euro, the applicable amount in Euro.

For the purposes of this section headed "*Method of Sale of Selected Loans*", reference to a relevant Series of Covered Bonds shall be a reference to one or more Series of Covered Bonds in respect of which the Servicer is required to sell Selected Loans, which shall for the avoidance of doubt, be all Series of Pass Through Covered Bonds and any applicable Series of Accumulation Covered Bonds.

The **Adjusted Required Redemption Amount** means the Euro Equivalent of the Required Redemption Amount, plus or minus (without double counting):

(a) any swap termination amounts payable to or by the Issuer under a Covered Bond Swap Agreement in respect of the relevant Series of Covered Bonds less (where applicable) the principal balance of any Liquid Assets and Authorised Investments (excluding all amounts to be applied on the next following Programme Payment Date to pay or repay higher ranking amounts in the Pre Event of Default Priority of Payments and those amounts that are required to repay any Series of Covered Bonds which mature prior to or on the same date as the relevant Series of Covered Bonds and excluding standing to the credit of an Accumulation Ledger any amounts which have been set aside to pay any Series of Covered Bonds) and all Sale Proceeds received from the sale of other Selected Loans or removal of Selected Loans under the right of pre-emption); and plus or minus;

(b) any swap termination amounts payable to or by the Issuer under an Interest Rate Swap Agreement in respect of the relevant Series of Covered Bonds; plus

(c) reasonable costs and expenses associated with the sale of Selected Loans and their Related Security and the reasonable costs and expenses of the Portfolio Manager connected with the sale of Selected Loans and their Security.

Following the occurrence of an Issuer Event, the Servicer will as soon as possible and in any event within one calendar month of the First Refinance Date and, if applicable within one month of the occurrence of any further Refinance Date (if applicable), appoint a Portfolio Manager of recognised standing, and which is not an affiliate of the Issuer, on a basis intended to incentivise the Portfolio Manager to achieve the best price for the sale of the Selected Loans (if such terms are commercially available in the market via a market auction process) and to advise it in relation to the sale of the Selected Loans to third party purchasers (which may, where the Issuer is able to bid for Selected Loans, include the Issuer) via a market auction process (except where the

Issuer exercises its right of pre-emption). For the avoidance of doubt, the Trustee shall not be obliged to appoint a Portfolio Manager should the Servicer fail to do so (and shall have no liability for such failure) and shall not be responsible for determining the identity of, or approving, the Portfolio Manager to be appointed by the Servicer following a nomination or determining or approving the terms of appointment of a Portfolio Manager.

The Servicer will appoint through a tender process a Portfolio Manager of recognised standing, and which is not an affiliate of the Issuer, on a basis intended to incentivise the Portfolio Manager to achieve the best price for the sale of the Selected Loans (if such terms are commercially available in the market via a market auction process) and to advise it in relation to the sale of the Selected Loans to third party purchasers (which may, where the Issuer is able to bid for Selected Loans, include the Issuer) via a market auction process (except where the Issuer exercises its right of pre-emption). For the avoidance of doubt, the Trustee shall not be obliged to appoint a Portfolio Manager should the Servicer fail to do so (and shall have no liability for such failure) and shall not be responsible for determining the identity of, or approving, the Portfolio Manager to be appointed by the Servicer following a nomination or determining or approving the terms of appointment of a Portfolio Manager.

In respect of any sale of Selected Loans and their Related Security following the occurrence of an Issuer Event (but prior to the service of a Notice of Default) which is continuing the Servicer will instruct the Portfolio Manager to use all reasonable endeavours to procure that Selected Loans are sold as quickly as reasonably practicable via a market auction process (in accordance with the recommendations of the Portfolio Manager) taking into account the market conditions at that time and, where relevant, the scheduled repayment dates of the Covered Bonds and the terms of the Servicing and Cash Management Deed. The Servicer will ensure that the terms of the appointment of the Portfolio Manager require the Portfolio Manager's actions in respect of any sale of Selected Loans and their Related Security to be in accordance with the provisions summarised above, including the rights of pre-emption in favour of the Issuer to remove the Selected Loans from the Cover Pool in accordance with the Servicing and Cash Management Deed. The Servicer will also ensure that the terms of the appointment of the Portfolio Manager require that the costs and expenses incurred by the Portfolio Manager (which shall be borne by the Issuer) are reasonable.

The Trustee, or its authorised attorney, will not be required to release the Selected Loans and their Related Security from the Registration Statement unless the conditions for Security release under applicable law (other than the Statutory Pledge) are satisfied.

Following the occurrence of an Issuer Event (but prior to the service of a Notice of Default) which is continuing if third parties or the Issuer accept the offer or offers from the Servicer (or the Portfolio Manager on behalf of the Servicer, if the Portfolio Manager has been appointed), then the Servicer will, subject to the foregoing paragraph:

(i) in the case of a sale to an entity other than the Issuer, enter into a sale and purchase agreement with the relevant third party purchasers which will require, *inter alia*, a cash payment from the relevant third party purchasers; or

(ii) if the Issuer has been successful in the sale process the Servicer shall within three Athens Business Days of receipt of such acceptance, serve a Selected Loan Removal Notice on the Issuer in relation to the Selected Loans.

Any such sale will not include any representations and warranties from the Servicer, the Portfolio Manager or the Issuer in respect of the Loans and their Related Security unless expressly agreed by the Servicer.

Any Sale Proceeds received from the sale of the Selected Loans and their Related Security will be applied by the Servicer on the following Programme Payment Date as Covered Bonds Available Funds.

First Refinance Date means the earlier to occur of (i) the date on which any Series of Covered Bonds becomes Pass Through Covered Bonds or Accumulation Covered Bonds or (ii) at any time after an Issuer Event has occurred and is outstanding, the Athens Business Day falling six months before the Final Maturity Date of the Earliest Maturing Covered Bonds.

Portfolio Manager means a portfolio manager appointed by the Servicer (pursuant to the Servicing and Cash Management Deed), to sell Selected Loans and their Related Security on behalf of the Servicer.

Refinance Date means each of the First Refinance Date and each date falling at six monthly intervals thereafter.

Sale Proceeds means the cash proceeds realised from the sale of Selected Loans and their Related Security or their removal from the Cover Pool by the Issuer pursuant to the Servicing and Cash Management Deed, including where that removal is pursuant to the Issuer's right of pre-emption under the Servicing and Cash Management Deed.

Amendment to definitions

Under the Servicing and Cash Management Deed, the parties have agreed that the definitions of Cover Pool, Cover Pool Asset, Eligibility Criteria, Statutory Test and Amortisation Test may be amended by the Issuer from time to time without the consent of the Trustee and/or the Covered Bondholders as a consequence of the inclusion in the Cover Pool, Additional Cover Pool Assets which are New Asset Types and/or changes to the hedging policies or servicing and collection procedures of Alpha and/or as a result of any updates, amendments or supplements to the Covered Bond Legislation.

Any such amendment may be effected provided that Moody's has provided confirmation in writing to the Issuer that the then current ratings of any outstanding Series of Covered Bonds would not be adversely affected or withdrawn as a result thereof.

Liquidity Buffer Reserve Ledger

The Issuer has covenanted to ensure that the amount standing to the credit of the Liquidity Buffer Reserve Ledger, together with the nominal value of any Liquid Assets (other than amounts standing to the credit of the Liquidity Buffer Reserve Ledger) purchased from amounts standing to the credit of the Liquidity Buffer Reserve Ledger is equal to or greater than the Liquidity Buffer Reserve Required Amount.

The Issuer has established a ledger on the Transaction Account called the Liquidity Buffer Reserve Ledger.

On each Calculation Date from and including the Calculation Date immediately following the establishment of the Liquidity Buffer Reserve, the Servicer will deposit the lower of the Liquidity Buffer Reserve Required Amount and the amount standing to the credit of the Liquidity Buffer Reserve Ledger into the Transaction Account (with a corresponding credit to the Liquidity Buffer Reserve Ledger).

On each Programme Payment Date, the Servicer shall deposit an amount equal to the Liquidity Buffer Reserve Ledger Required Amount (less the nominal value of any Liquid Assets purchased from amounts standing to the credit of the Liquidity Buffer Reserve which have not matured on or prior to such date) into the Transaction Account (with a corresponding credit to the Liquidity Buffer Reserve Ledger). The Asset Monitor shall monitor the accuracy and completeness of the coverage requirements of Articles 17 and 18 of the Covered Bond Law and of Section H of Chapter III of the Secondary Greek Covered Bond Legislation, including the compliance with the prescribed Liquidity Buffer Reserve Required Amount.

The Servicer shall invest all amounts standing to the credit of the Liquidity Buffer Reserve Ledger in Authorised Investments, provided that such Authorised Investments are also Liquid Assets.

Liquidity Buffer Reserve Required Amount means an amount calculated as at each Calculation Date falling in January, April, July and October of each year, equal to the maximum cumulative net liquidity outflow of the Programme over the next one hundred eighty (180) days following such Calculation Date, provided that for the purposes of calculating the maximum cumulative net liquidity outflows, the Principal Amount Outstanding of the Covered Bonds shall be deemed to be due on the relevant Extended Final Maturity Date (where applicable) and not on the relevant Final Maturity Date.

Authorised Investments means any of the following:

(a) Euro denominated demand or time deposits, certificates of deposit, long-term debt obligations and short-term debt obligations (including commercial paper) provided that in all cases such investments are rated at least the Moody's Required Investments Rating by Moody's, have a remaining period to maturity of 30 days or less and mature on or before the next following Programme Payment Date and the long-term and short-term unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity with which the demand or time deposits are made are rated at least Moody's Required Investments Rating by Moody's; and

(b) Euro denominated government and public securities, provided that such investments have a remaining period to maturity of 30 days or less and mature on or before the next following Programme Payment Date and which are rated the Moody's Required Investments Rating by Moody's,

(A) provided that (i) such instruments or deposits provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount, (ii) the rating levels and maturities of any Authorised Investments must satisfy Article 129(1)(c) of the Capital Requirements Regulation (EU) No. 575/2013, and (iii) that such Authorised Investments satisfy the requirements for eligible assets that can collateralise covered bonds under article 8 of the Covered Bond Law, as this is supplemented by Chapter III, Section A of the Secondary Covered Bond Legislation and (B) provided further that such investments may not consist, in whole or in part, actually or potentially, of (i) credit-linked notes or similar claims resulting from the transfer of credit risk by means of credit derivatives or (ii) asset-backed securities, irrespective of their subordination, status or ranking, or (iii) swaps, other derivatives instruments, or synthetic securities, or (iv) any other instrument from time to time specified in the European Central Bank monetary policy regulations applicable from time to time as being instruments in which funds underlying asset-backed securities eligible as collateral for monetary policy operations sponsored by the European Central Bank may not be invested.

In the event that the Account Bank ceases to be an Eligible Institution and/or the amounts standing to the credit of the Liquidity Buffer Reserve Ledger would cease to be a Liquid Asset, the Servicer will be obliged to transfer the amounts standing to the credit of the Liquidity Buffer Reserve Ledger to a credit institution which is an Eligible Institution and whose obligations would satisfy the definition of Liquid Assets.

Moody's Required Investments Rating means a rating of Ba3 by Moody's;

Accumulation Ledger

The Servicer has established a ledger on the Transaction Account called the **Accumulation Ledger**.

The Accumulation Ledger has separate sub-ledgers (each an **Accumulation Sub-Ledger**) related to each Series of Accumulation Covered Bonds.

Following the occurrence of an Issuer Event, the Servicer shall credit the relevant Accumulation Sub-Ledger with the amount allocated to the related Series of Accumulation Covered Bonds in accordance with the Priority of Payments.

Any amount standing to the credit of the relevant Accumulation Sub-Ledger on the Final Maturity Date (but prior to a breach of the Amortisation Test) of the relevant Series of Covered Bonds will be applied:

(i) to pay (in whole or in part) the Final Redemption Amount in respect of the relevant Series; and

(ii) thereafter applied as Covered Bonds Available Funds.

Following a breach of the Amortisation Test or the occurrence of an Event of Default all amounts credited to the relevant Accumulation Sub-Ledger will be applied as Covered Bonds Available Funds (such amounts, together with amounts applied in (ii) above, the **Excess Accumulation Receipts**).

Law and Jurisdiction

The Servicing and Cash Management Deed and any non-contractual obligations arising out of or in connection with any of them will be governed by English law.

Asset Monitor Agreement

The Asset Monitor has agreed, subject to due receipt of the information to be provided by the Servicer to the Asset Monitor, to conduct tests in respect of the arithmetical accuracy of the calculations performed by the Servicer, prior to service of a Notice of Default, on the Calculation Date immediately prior to each anniversary of the Programme Closing Date with a view to confirmation of compliance by the Issuer with the Statutory Tests or the Amortisation Test, as applicable, on that Calculation Date and generally to comply with all obligations provided for in Article 15 of the Covered Bond Law and Section I of Chapter III of the Secondary Greek Covered Bond Legislation. If and for so long as the long-term ratings of the Issuer or the Servicer are below Baa3 by Moody's or following the occurrence of an Issuer Event, the Asset Monitor will, subject to receipt of the relevant information from the Servicer within the agreed timeframe, be required to conduct such tests following each Calculation Date.

Following a determination by the Asset Monitor of any errors in the arithmetical accuracy of the calculations performed by the Servicer such that the Statutory Tests have failed on the Calculation Date (where the Servicer had recorded it as being satisfied), or the Nominal Value or the Net Present Value is mis-stated by an amount exceeding two per cent. of the reported Nominal Value or the reported Net Present Value (as at the date of the relevant Nominal Value Test or the relevant Net Present Value Test), the Asset Monitor will be required to conduct such tests following each Calculation Date for a period of six months thereafter.

The Asset Monitor is entitled to assume that all information provided to it by the Servicer for the purpose of conducting such tests is true and correct and not misleading, and is not required to conduct a test or otherwise take steps to verify the accuracy of any such information. The Asset Monitor will deliver a report (the **Asset Monitor Report**) to the Servicer, the Issuer and, if so requested, to the Trustee.

In addition to determining the presence of any errors in the arithmetical accuracy of the calculations performed by the Servicer in respect of the Statutory Tests as set out above, the Asset Monitor has also agreed to determine:

(a) the appropriateness of the Cover Pool Assets included in the calculations in respect of the Statutory Tests; and

(b) the compatibility of the Cover Pool Assets with the provisions of the Covered Bond Law;

In addition, the Asset Monitor has agreed to carry out the determinations and procedures provided for in Article 15 of the Covered Bond Law and shall include the result of such determinations and procedures in the Asset Monitor Report. The Asset Monitor shall also perform such additional calculations and tests as may be required by the Bank of Greece to be performed in connection with the Programme in accordance with the requirements of the Bank of Greece from time to time, subject to the Asset Monitor and the Servicer agreeing on the adjusted scope of the agreed upon procedures for such additional calculations or tests, which shall be outlined in the relevant Asset Monitor Report

The Issuer or the Servicer will ensure that a copy of the Asset Monitor Report is sent to the Bank of Greece for the purposes of the Greek Covered Bond Legislation at the minimum once per annum.

As at the Programme Closing Date, the Issuer or the Servicer, as applicable, will pay to the Asset Monitor a fee for the tests to be performed by the Asset Monitor.

The Issuer (or after the occurrence of an Issuer Event, the Servicer) may, at any time, but subject to the prior written consent of the Trustee, terminate the appointment of the Asset Monitor by giving at least 30 days' prior written notice to the Asset Monitor, provided that such termination may not be effected unless and until a replacement asset monitor has been found by the Issuer (or after the occurrence of an Issuer Event, the Servicer) (such replacement to be approved by the Trustee (such approval to be given if the replacement is an accountancy firm of international standing) which agrees to perform the duties of the Asset Monitor set out in the Asset Monitor Agreement (or substantially similar duties).

The Asset Monitor may, at any time, resign by giving at least 30 days' prior written notice to the Issuer and the Trustee (copied to the Rating Agencies), and may resign by giving immediate notice in the event of a professional conflict of interest caused by the action of any recipient of its reports.

Upon the Asset Monitor giving 30 days' prior written notice of resignation, the Issuer (or following the occurrence of an Issuer Event, the Servicer) shall immediately use all reasonable endeavours to appoint a replacement (such replacement to be approved by the Trustee (such approval to be given if the replacement is an accountancy firm of international standing)) which agrees to perform the duties of the Asset Monitor set out in the Asset Monitor Agreement. If a replacement is not appointed by the date which is 30 days prior to the date when tests are to be carried out in accordance with the terms of the Asset Monitor Agreement, then the Issuer (or following the occurrence of an Issuer Event, the Servicer) shall use all reasonable endeavours to appoint an accountancy firm of national standing to carry out the relevant tests on a one-off basis, provided that such appointment is approved by the Trustee.

The Trustee will not be obliged to act as Asset Monitor in any circumstances.

Law and Jurisdiction

The Asset Monitor Agreement will be governed by Greek law.

Trust Deed

The Trust Deed, made between the Issuer and the Trustee on the Programme Closing Date appoints the Trustee to act as the trustee for the Covered Bondholders and the other Secured Creditors in accordance with Article 14(3) of the Covered Bond law. The Trust Deed contains provisions relating to, *inter alia*:

(a) the constitution of the Covered Bonds and the terms and conditions of the Covered Bonds (as more fully set out under "*Terms and Conditions of the Covered Bonds*" above);

(b) the covenants of the Issuer, including, *inter alia* that for so long as any Covered Bonds are outstanding, the Issuer will comply with provisions of the Covered Bond law;

(c) the enforcement procedures relating to the Covered Bonds; and

(d) the appointment powers and responsibilities of the Trustee and the circumstances in which the Trustee may resign or be removed.

Law and Jurisdiction

The Trust Deed and any non-contractual obligations arising out of or in connection with it will be governed by English law.

Agency Agreement

Under the terms of an Agency Agreement to be entered into on the Programme Closing Date between the Issuer, the Trustee, the Principal Paying Agent (together with any paying agent appointed from time to time under the Agency Agreement, the **Paying Agents**) (the **Agency Agreement**), the Transfer Agent and the Registrar, the Paying Agents have agreed to provide the Issuer with certain agency services and have agreed, *inter alia*, to make available for inspection such documents as may be required from time to time by the rules of the Luxembourg Stock Exchange and to arrange for the publication of any notice to be given to the Covered Bondholders.

The Agency Agreement provides that if the Relevant Screen Page is not available or if, no offered quotation appears or if fewer than three offered quotations appear, in each case as at 11.00 a.m. Brussels time, in the case of EURIBOR (the **Specified Time**)), the Principal Paying Agent shall request each of the reference banks to provide the Principal Paying Agent with its offered quotation (expressed as a percentage rate per annum) for the reference rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the reference banks provide the Principal Paying Agent with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Principal Paying Agent.

The Agency Agreement also provides that if on any Interest Determination Date one only or none of the reference banks provides the Principal Paying Agent with an offered quotation, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Principal Paying Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Principal Paying Agent by the reference banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the reference rate by leading banks with the Euro-zone inter-bank market (if the reference rate is EURIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the reference banks provide the Principal Paying Agent with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the reference rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the reference rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Principal Paying Agent it is quoting to leading banks in the Euro-zone inter-bank market (if the reference rate is EURIBOR) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

Law and Jurisdiction

The Agency Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

For the purposes of this section "*Agency Agreement*" any capitalised terms have the meanings given to them in the "*Terms and Conditions of the Covered Bonds*" above.

Deed of Charge

Pursuant to the terms of the Deed of Charge entered into on the Programme Closing Date by the Issuer, the Trustee and the other Secured Creditors, the Secured Obligations of the Issuer and all other obligations of the Issuer under or pursuant to the Transaction Documents to which it is a party are secured, *inter alia*, by the following security over the following property, assets and rights (the **Deed of Charge Security**):

(a) an assignment by way of first fixed security over all of the Issuer's interests, rights and entitlements under and in respect of any Charged Document;

(b) a first fixed charge (which may take effect as a floating charge) over the rights and benefits of the Bank Accounts and all amounts standing to the credit of the Bank Accounts; and

(c) (to the extent not subject to the Statutory Pledge) a first fixed charge (which may take effect as a floating charge) over the rights and benefits of the Issuer in respect of all Authorised Investments and Liquid Assets (to the extent governed by English law) purchased from time to time from amounts standing to the credit of any Bank Accounts and the Collection Account (the **Issuer Accounts**).

Charged Documents means the Transaction Documents (other than the Deed of Charge and the Trust Deed) to which the Issuer is, or may become, a party and which are assigned (by way of security) to the Trustee pursuant to the Deed of Charge, and each a **Charged Document**.

In addition, to secure its obligations under the Covered Bonds, the Issuer has, pursuant to Article 14(2) of the Covered Bond Law, created a pledge (the **Statutory Pledge**) over the Cover Pool (which consists principally of the Issuer's interest in the Loan Assets and certain Liquid Assets). The Deed of Charge will also provide that (other than in certain limited circumstances) only the Trustee may enforce the security created under either the Deed of Charge or Article 14(2)&(6) of the Covered Bond Law. The proceeds of any such enforcement of the Deed of Charge and Article 14(2)&(6) of the Covered Bond Law will be required to be applied in accordance with the order of priority set out in the Post Event of Default Priority of Payments.

Release of Security

In accordance with the terms of the Deed of Charge all amounts which the Servicer (on behalf of the Issuer and the Trustee or its appointee) is permitted to withdraw from the Transaction Account pursuant to the terms of the Deed of Charge will be released from the Deed of Charge Security. In addition, upon the Issuer or the Servicer making a disposal of an Authorised Investment or Liquid Assets (to the extent governed by English law) charged under the Deed of Charge and provided that the proceeds of such disposal are paid into the Transaction Account in accordance with the terms of the Servicing and Cash Management Deed, that Authorised Investment or Liquid Asset (to the extent governed by English law) will be released from the Deed of Charge Security.

At such time that all of the obligations owing by the Issuer to the Secured Creditors have been discharged in full, the Trustee will, at the cost of the Issuer, take whatever action is necessary to release the Charged Property from the Deed of Charge Security to, or to the order of, the Issuer.

Enforcement

If a Notice of Default is served on the Issuer, the Trustee shall be entitled to appoint a Receiver, and/or enforce the Deed of Charge Security constituted by the Deed of Charge, and/or take such steps as it shall deem necessary, subject in each case to being indemnified and/or secured to its satisfaction. All proceeds received by the Trustee from the enforcement of the Deed of Charge Security will be applied in accordance with the Post Event of Default Priority of Payments.

Law and Jurisdiction

The Deed of Charge and any non-contractual obligations arising out of or in connection with it will be governed by English law (except in relation to the Statutory Pledge which shall be governed by Greek law).

Interest Rate Swap Agreement

Some of the Loan Assets in the Cover Pool will pay from time to time a variable rate of interest for a period of time that may either be linked to the standard variable rate of the Issuer (the **Issuer Standard Variable Rate**) or linked to an interest rate other than the Issuer Standard Variable Rate, such as EURIBOR or a rate that tracks the ECB base rate. Other Loan Assets will pay a fixed rate of interest for a period of time. However, the Euro payments to be made by the Issuer under each of the Covered Bond Swaps may vary. To provide a hedge against the possible variance between:

(a) the rates of interest payable on the Loan Assets in the Cover Pool; and

(b) the payments to be made by the Issuer under the Covered Bond Swaps,

the Issuer, the provider of Interest Rate Swaps (each such provider, an **Interest Rate Swap Provider**) and the Trustee may enter into one or more interest rate swap transactions in respect of each Series of Covered Bonds under an **Interest Rate Swap Agreement** (each such transaction an **Interest Rate Swap**).

Under the terms of each Interest Rate Swap, in the event that the relevant rating of the Interest Rate Swap Provider or any guarantor of the Interest Rate Swap Provider's obligations is downgraded by a Rating Agency below the rating specified in the Interest Rate Swap Agreement (in accordance with the requirements of the Rating Agencies), the Interest Rate Swap Provider will, in accordance with the Interest Rate Swap Agreement, be required to take certain remedial measures which may include providing collateral for its obligations under the Interest Rate Swaps, arranging for its obligations under the Interest Rate Swaps to be transferred to an entity with ratings required by the relevant Rating Agency, procuring another entity with the ratings required by the relevant Rating Agency to become co-obligor or guarantor in respect of its obligations under the Interest Rate Swaps (such guarantee to be provided in accordance with the then-current guarantee criteria of each of the Rating Agencies), or taking such other action as it may agree with the relevant Rating Agency. A failure to take such steps within the periods set out in the Interest Rate Swap Agreement will, subject to certain conditions, allow the Issuer to terminate the Interest Rate Swap Agreement.

The Interest Rate Swap Agreement may also be terminated in certain other circumstances, together with any other events of default and termination events set out in the Interest Rate Swap Agreement (each referred to as an **Interest Rate Swap Early Termination Event**), which may include:

- at the option of any party to the Interest Rate Swap Agreement, if there is a failure by the other party to make timely payments of any amounts due under the Interest Rate Swap Agreement; and

- upon the occurrence of the insolvency of the Interest Rate Swap Provider or any guarantor of the Interest Rate Swap Provider's obligations, or the merger of the Interest Rate Swap Provider without an assumption of its obligations under the Interest Rate Swap Agreement.

Upon the termination of an Interest Rate Swap pursuant to an Interest Rate Swap Early Termination Event, the Issuer or the Interest Rate Swap Provider may be liable to make a termination payment to the other in accordance with the provisions of the Interest Rate Swap Agreement. The amount of this termination payment will be calculated and made in Euro. Any termination payment made by the Interest Rate Swap Provider to the Issuer in respect of an Interest Rate Swap will first be used (prior to the occurrence of an Issuer Event) to pay a replacement Interest Rate Swap Provider to enter into a replacement Interest Rate Swap with the Issuer, unless a replacement Interest Rate Swap has already been entered into on behalf of the Issuer. Any premium received by the Issuer from a replacement Interest Rate Swap Provider in respect of a replacement Interest

Rate Swap will first be used to make any termination payment due and payable by the Issuer with respect to the previous Interest Rate Swap, unless such termination payment has already been made on behalf of the Issuer. Any tax credits received by the Issuer in respect of an Interest Rate Swap will first be used to reimburse the relevant Interest Rate Swap Provider for any gross-up in respect of any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature (and wherever imposed) made under the relevant Interest Rate Swap.

If a withholding or deduction for or on account of taxes is imposed on payments made by the Interest Rate Swap Provider to the Issuer under the Interest Rate Swaps, the Interest Rate Swap Provider shall always be obliged to gross up those payments so that the amount received by the Issuer is equal to the amount which would have been received in the absence of such withholding or deduction. If a withholding or deduction for or on account of taxes is imposed on payments made by the Issuer to the Interest Rate Swap Provider under the Interest Rate Swaps, the Issuer shall not be obliged to gross up those payments.

Any tax credits or Swap Collateral Excluded Amounts will be paid to the Interest Rate Swap Provider directly and not via the Priorities of Payments.

The Interest Rate Swap Provider may transfer all its interest and obligations in and under the relevant Interest Rate Swap Agreement to a transferee with minimum ratings in line with the criteria of each of the Rating Agencies, without any prior written consent of the Trustee, subject to certain conditions.

If the Issuer is required to sell Selected Loans in the Cover Pool following the occurrence of an Issuer Event then, the Issuer may:

(a) require that the Interest Rate Swaps in connection with such Selected Loans partially terminate to the extent that such Selected Loans and any breakage costs payable by or to the Issuer in connection with such termination will, following the occurrence of an Issuer Event, be taken into account in calculating the Adjusted Required Redemption Amount for the sale of the Selected Loans; or

(b) request that the Interest Rate Swaps in connection with such Selected Loans be partially novated to the purchaser of such Selected Loans, such that each purchaser of Selected Loans will thereby become party to a separate interest rate swap transaction with the Interest Rate Swap Provider.

Law and Jurisdiction

The Interest Rate Swap Agreement (and each Interest Rate Swap thereunder) and any non-contractual obligations arising out of or in connection with it will be governed by English law.

Covered Bond Swap Agreements

Where the Covered Bonds in a Series or Tranche are issued in a currency and/or on an interest rate basis different to the payments received by the Issuer under the Interest Rate Swap for such Series or Tranche, the Issuer may enter into a covered bond swap transaction with a Covered Bond Swap Provider and the Trustee in respect of such Series or Tranche of Covered Bonds (each such transaction a **Covered Bond Swap**). Each Covered Bond Swap may be either a Forward Starting Covered Bond Swap or a Non-Forward Starting Covered Bond Swap and each will constitute a transaction under a **Covered Bond Swap Agreement** (such Covered Bond Swap Agreements, together, the Covered Bond Swap Agreements).

Each Forward Starting Covered Bond Swap will provide a hedge (after the occurrence of an Issuer Event) against certain interest rate, currency and/or other risks in respect of amounts received by the Issuer under the Loans and any relevant Interest Rate Swaps (if any) and amounts payable by the Issuer in respect of the Covered Bonds (**Forward Starting Covered Bond Swap**).

Each Non-Forward Starting Covered Bond Swap will provide a hedge against certain interest rate, currency and/or other risks in respect of amounts received by the Issuer under the Loans and any relevant Interest Rate Swaps (if any) and amounts payable by the Issuer in respect of the Covered Bonds (**Non-Forward Starting Covered Bond Swap**).

Where required to hedge such risks, there will be one (or more) Covered Bond Swap Agreement(s) and Covered Bond Swap(s) in relation to each Series or Tranche, as applicable, of Covered Bonds.

Under the Forward Starting Covered Bond Swaps, the Covered Bond Swap Provider will pay to the Issuer on each Interest Payment Date, after the occurrence of an Issuer Event, an amount equal to the relevant portion of the amounts that are payable by the Issuer in respect of interest and principal payable under the relevant Series or Tranche of Covered Bonds. In return, the Issuer (or the Servicer on its behalf) will periodically pay to the Covered Bond Swap Provider an amount in Euro calculated by reference to Euro EURIBOR plus a spread and, where relevant, the Euro Equivalent of the relevant portion of any principal due to be repaid in respect of the relevant Series or Tranche of Covered Bonds.

Under the Non-Forward Starting Covered Bond Swaps on the relevant Issue Date, the Issuer (or the Servicer on its behalf) will, if the Covered Bonds are denominated in a currency other than Euro, pay to the Covered Bond Swap Provider an amount equal to the relevant portion of the amount received by the Issuer in respect of the aggregate nominal amount of such Series or Tranche, as applicable, of Covered Bonds and in return the Covered Bond Swap Provider will pay to the Issuer the Euro Equivalent of the first-mentioned amount. Thereafter, and where the Covered Bonds are denominated in Euro, the Covered Bond Swap Provider will pay to the Issuer on each Interest Payment Date an amount equal to the relevant portion of the amounts that are payable by the Issuer in respect of interest and principal payable under the relevant Series or Tranche of Covered Bonds. In return, the Issuer (or the Servicer on its behalf) will periodically pay to the Covered Bond Swap Provider an amount in Euros calculated by reference to EURIBOR plus a spread and, where relevant, the Euro Equivalent of the relevant portion of any principal due to be repaid in respect of the relevant Series or Tranche of Covered Bonds.

Under the terms of each Forward Starting Covered Bond Swap and each Non-Forward Starting Covered Bond Swap, in the event that the relevant rating of the Covered Bond Swap Provider or any guarantor of the Covered Bond Swap Provider's obligations is downgraded by a Rating Agency below the rating specified in the relevant Covered Bond Swap Agreement (in accordance with the requirements of the Rating Agencies), the Covered Bond Swap Provider will, in accordance with the relevant Covered Bond Swap Agreement, be required to take certain remedial measures which may include providing collateral for its obligations under the Covered Bond Swap, arranging for its obligations under the Covered Bond Swap to be transferred to an entity with the ratings required by the relevant Rating Agency, procuring another entity with the ratings required by the relevant Rating Agency to become co-obligor or guarantor in respect of its obligations under the Covered Bond Swap Agreement (such guarantee to be provided in accordance with the then-current guarantee criteria of each of the Rating Agencies), or taking such other action as it may agree with the relevant Rating Agency. In addition, if the net exposure of the Issuer against the Covered Bond Swap Provider under the relevant Covered Bond Swap exceeds the threshold specified in the relevant Covered Bond Swap Agreement, the Covered Bond Swap Provider may be required to provide collateral for its obligations. A failure to take such steps within the time periods set out in the Covered Bond Swap Agreement will, subject to certain conditions, allow the Issuer to terminate the Covered Bond Swap.

A Covered Bond Swap Agreement may also be terminated in certain other circumstances, together with any other events of default and termination events set out in the relevant Covered Bond Swap Agreement (each referred to as a **Covered Bond Swap Early Termination Event**), which may include:

(a) at the option of any party to the Covered Bond Swap Agreement, if there is a failure by the other party to make timely payments of any amounts due under such Covered Bond Swap Agreement; and

(b) upon the occurrence of an insolvency of the Covered Bond Swap Provider or any guarantor of the Covered Bond Swap Provider's obligations, or the merger of the Covered Bond Swap Provider without an assumption of its obligations under the relevant Covered Bond Swap Agreement.

Upon the termination of a Covered Bond Swap, the Issuer or the Covered Bond Swap Provider may be liable to make a termination payment to the other in accordance with the provisions of the relevant Covered Bond Swap Agreement. The amount of this termination payment will be calculated and made in Euro. Any termination payment made by the Covered Bond Swap Provider to the Issuer in respect of a Covered Bond Swap will first be used (prior to the occurrence of an Issuer Event) to pay a replacement Covered Bond Swap Provider to enter into a replacement Covered Bond Swap with the Issuer, unless a replacement Covered Bond Swap has already been entered into on behalf of the Issuer. Any premium received by the Issuer from a replacement Covered Bond Swap Provider in respect of a replacement Covered Bond Swap will first be used to make any termination payment due and payable by the Issuer with respect to the previous Covered Bond Swap, unless such termination payment has already been made on behalf of the Issuer. Any tax credits received by the Issuer in respect of a Covered Bond Swap will first be used to reimburse the relevant Covered Bond Swap Provider for any gross-up in respect of any withholding or deduction for or on account of any present or future taxes. Duties, assessments or governmental charges of whatever nature (and wherever imposed) made under the relevant Covered Bond Swap.

Any tax credits or Swap Collateral Excluded Amounts will be paid to the Covered Bond Swap Provider directly and not via the Priorities of Payments.

If withholding or deduction for or on account of taxes is imposed on payments made by the Covered Bond Swap Provider to the Issuer under a Covered Bond Swap, the Covered Bond Swap Provider shall always be obliged to gross up those payments so that the amount received by the Issuer is equal to the amount which would have been received in the absence of such withholding or deduction. If withholding or deduction for or on account of taxes is imposed on payments made by the Issuer to the Covered Bond Swap Provider under a Covered Bond Swap, the Issuer shall not be obliged to gross up those payments.

The Covered Bond Swap Provider may transfer all its interest and obligations in and under the relevant Covered Bond Swap Agreement to a transferee with minimum ratings in line with the criteria of each of the Rating Agencies, without any prior written consent of the Trustee, subject to certain conditions.

In the event that the Covered Bonds are redeemed and/or cancelled in accordance with the Conditions, the Covered Bond Swap(s) in connection with such Covered Bonds will terminate or partially terminate, as the case may be. Any breakage costs payable by or to the Issuer in connection with such termination will be taken into account in calculating:

(a) the Adjusted Required Redemption Amount for the sale of Selected Loans; and

(b) the purchase price to be paid for any Covered Bonds purchased by the Issuer in accordance with Condition 7.8 (*Purchases*).

Law and Jurisdiction

The Covered Bond Swap Agreement (and each Covered Bond Swap thereunder) and any non-contractual obligations arising out of or in connection with it will be governed by English law.

Bank Account Agreement

Pursuant to the terms of the Bank Account Agreement to be entered into on the Programme Closing Date between the Account Bank, the Issuer, the Servicer and the Trustee, the Servicer will maintain with the Account Bank the Bank Accounts, which will be operated in accordance with the Servicing and Cash Management Deed and the Deed of Charge.

If the long-term or short-term issuer default ratings of the Account Bank cease to satisfy the requirements of an Eligible Institution (or such other ratings that may be agreed between the parties to the Bank Account Agreement and the relevant Rating Agency from time to time), the Servicer or the Issuer shall:

(i) immediately serve a written notice of termination of the Bank Account Agreement on the relevant Account Bank (such termination to be effective on the later of the date falling three Athens Business Days following service of such notice and the date on which the relevant replacement bank account(s) is established with an entity which is an Eligible Institution provided that no such appointment of, or transfer to, such replacement account bank shall be made within 31 calendar days of the Account Bank ceasing to satisfy the requirements of an Eligible Institution);

(ii) open replacement accounts with a financial institution which is an Eligible Institution and whose debt obligations would satisfy the definition of Liquid Assets; and

(iii) once the relevant replacement bank account has been established:

- if an affected Bank Account is the Transaction Account, immediately transfer amounts standing to the credit of the Transaction Account to any replacement Transaction Account and close the affected Transaction Account;

- if an affected Bank Account is a Swap Collateral Account, immediately transfer amounts standing to the credit of that Swap Collateral Account to any replacement Swap Collateral Account and close the affected Swap Collateral Account; and

- immediately transfer amounts standing to the credit of all other affected Bank Accounts (if any) to any replacement accounts and close all other effected Bank Accounts.

The costs arising from any remedial action taken by the Account Bank, following its ratings ceasing to satisfy the requirements of an Eligible Institution shall be borne by the Account Bank. For the avoidance of doubt, the Issuer will be responsible for any costs associated with the replacement of the Account Bank.

Eligible Institution means any bank whose Long-Term Bank Deposit rating is at least the Moody's Required Rating by Moody's, provided that such ratings are always sufficient for the Covered Bonds to comply with Article 129(1)(c) of the Capital Requirements Regulation (EU) No.575/2013 and whose debt obligations would satisfy the definition of Liquid Assets.

The Bank Account Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

Issuer-ICSDs Agreement

The Issuer will enter into an Issuer-ICSDs Agreement with Euroclear Bank SA/NV and Clearstream Banking SA (the **ICSDs**) in respect of any Covered Bonds issued in NGCB form. The Issuer-ICSDs Agreement provides that the ICSDs will, in respect of any such NGCBs, maintain their respective portion of the issue outstanding amount through their records.

The Issuer-ICSDs Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

TAXATION

Greece

The following summary of the principal Greek taxation consequences of the purchase, ownership and disposal of Covered Bonds by Greek or foreign resident holders, who are the beneficial owners of the Covered Bonds, is of a general nature and is based on the provisions of tax laws currently in force in Greece. The summary below does not constitute a complete analysis and therefore, potential investors should consult their own tax advisers as to the tax consequences of such purchase, ownership and disposal. This summary is based on current Greek tax legislation and administrative practice of the Greek tax authorities without taking into account any developments or amendments thereof after the date hereof whether or not such developments or amendments have retroactive effect.

*Individuals are assumed not to be acting in the course of business for tax purposes. "Greek tax residents" includes the permanent establishments in Greece of non-Greek legal persons and legal entities, where the Covered Bonds are held through that permanent establishment. Tax considerations are subject to the more favourable provisions of any applicable bilateral treaty for the avoidance of double taxation (the **DTT**). The application of favourable tax provisions or exemptions may be subject to filing of appropriate supporting documentation.*

Income Tax

The Greek income taxation framework is regulated by Greek law 4172/2013, as amended from time to time and in force.

Interest payments to the Covered Bondholders who are individuals or legal entities residing or having a permanent establishment in Greece for Greek tax law purposes (the **Greek Tax Residents**), made by the Issuer or a paying agent residing or having a permanent establishment in Greece for Greek tax law purposes, will be subject to Greek withholding tax at a flat rate of 15 per cent. The relevant paying agent is liable to make the relevant withholding. This withholding exhausts the tax liability of Greek Tax Residents who are individuals (par.3 of article 64 of Greek law 4172/2013), while it may not for other types of Covered Bondholders. In particular, interest payments to legal persons and legal entities residing or having a permanent establishment in Greece and therefore, considered for Greek tax law purposes as liable to pay Greek tax, will be treated as part of their annual income. The income tax rate for legal persons and legal entities is 22 per cent. (29 per cent. for credit institutions participating in the scheme allowing for the conversion of deferred tax assets into final deferred tax credits against the State under certain circumstances). Again, as noted above, a withholding tax of 15 per cent. will be applied on that interest payment by the relevant paying agent, which will be treated as an advance over income tax for that financial year.

Interest payments to Covered Bondholders who are individuals and legal entities who neither reside nor have a permanent establishment in Greece for Greek tax law purposes (the **Foreign Tax Residents**) are exempt from any withholding, according to article 69 par. 9 subpar. A of law 3746/2009 in conjunction with articles 37 par. 2, 64 par. 9 of law 4172/2013 and with article 33 of law 4920/2022 concerning Covered Bonds, and additionally on the basis of articles 37 par. 5, 47 par. 5 and 64 par. 9 of law 4172/2013, given that the Covered Bonds are listed on an EU trading venue.

Capital gains realised from the transfer of Covered Bonds

Pursuant to the provisions of article 14 of Greek law 3156/2003 that are applicable to Covered Bonds by virtue of Article 3(2) of the Covered Bond Law, capital gains realised by Covered Bondholders from the transfer of Covered Bonds are not subject to taxation in Greece. This has been explicitly confirmed through recent Interpretative Circular No. 1032/2015 (item (iii) of paragraph 2). If the capital gains' beneficiaries are Greek legal persons or legal entities, or foreign legal persons or legal entities which have a permanent establishment

in Greece to which the capital gains are attributable, no exemption is granted but the corporate taxation is under conditions deferred up to their distribution to the shareholders or capitalization. Upon capitalisation or distribution, they will be taxed at the corporate income tax rate applicable at the time of capitalisation or distribution (at the legal person / legal entity level).

Value Added Tax

No value added tax is payable upon disposal of the Covered Bonds (pursuant to Article 22(1)(ka) of Greek law 2859/2000).

Stamp Duty

Pursuant to Article 14 of Greek law 3156/2003, in conjunction with Article 3(2) of the Covered Bond Law, the issuance or transfer of Covered Bonds is exempt from Greek stamp duty.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, as amended, commonly known as **FATCA**, a **foreign financial institution** (as defined by FATCA) may be required to withhold on certain payments it makes (**foreign passthru payments**) to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including Greece) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of FATCA provisions and IGAs to instruments such as Covered Bonds, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Covered Bonds, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Covered Bonds, such withholding would not apply to foreign passthru payments prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Covered Bonds characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal income tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the Issuer). However, if additional Covered Bonds (as described under *Condition 16* (*Further Issues*)) that are not distinguishable from previously issued Covered Bonds are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Covered Bonds, including the Covered Bonds offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Covered Bonds. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Covered Bonds, no person will be required to pay additional amounts as a result of withholding.

EU financial transaction tax (FTT)

On 14 February 2013, the European Commission published a proposal (the **Commission's Proposal**) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the **participating Member States**). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Covered Bonds (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Covered Bonds where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, as at the date of this Base Prospectus, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Covered Bonds are advised to seek their own professional advice in relation to the FTT.

Luxembourg Taxation

The following information is of a general nature only and is included herein solely for information purposes. It is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. The information contained within this section is limited to Luxembourg withholding tax issues and prospective investors in the Covered Bonds should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a withholding tax or a tax of a similar, or to any other concepts, refers to Luxembourg tax law and/or concepts only.

Withholding Tax

(a) Non-resident holders of Covered Bonds

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Covered Bonds, nor on accrued but unpaid interest in respect of the Covered Bonds, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Covered Bonds held by non-resident holders of Covered Bonds.

(b) Resident holders of Covered Bonds

Under Luxembourg general tax laws currently in force and subject to the law of 23rd December, 2005 (as amended) (the **Relibi Law**) mentioned below, there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Covered Bonds, nor on accrued but unpaid interest in respect of Covered Bonds, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Covered Bonds held by Luxembourg resident holders of Covered Bonds.

Under the Relibi Law payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg will be subject to a withholding tax of 20 per cent. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the paying agent. Accordingly, payments of interest under the Covered Bonds coming within the scope of the Relibi Law will be subject to a withholding tax at a rate of 20 per cent.

SUBSCRIPTION AND SALE

Covered Bonds may be issued from time to time by the Issuer to any one or more of the Dealers. The arrangements under which Covered Bonds may from time to time be agreed to be issued by the Issuer to, and subscribed by, Dealers are set out in a Programme Agreement dated 21 February 2023 (such Programme Agreement as amended and/or supplemented and/or restated from time to time, the **Programme Agreement**) and made between the Issuer and the Dealer. Any such agreement will, *inter alia,* make provision for the form and terms and conditions of the relevant Covered Bonds, the price at which such Covered Bonds will be subscribed by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such subscription. The Programme Agreement makes provision for the resignation or termination of appointment of the existing Dealer and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Covered Bonds. As at the date of this Base Prospectus, the Dealer is Alpha Bank S.A. The Programme Agreement will be supplemented on or around the date of each issuance by Subscription Agreement, which will set out, *inter alia*, the relevant underwriting commitments. The Issuer may pay the Dealers commissions from time to time in connection with the sale of any Covered Bonds. In the Programme Agreement, the Issuer has agreed to reimburse and indemnify the Dealer for certain of their expenses and liabilities in connection with the establishment and any future updates of the Programme and the issue of Covered Bonds under the Programme. The Dealer is entitled to be released and discharged from their obligations in relation to any agreement to purchase Covered Bonds under the Programme Agreement in certain circumstances prior to payment to the Issuer.

United States

The Covered Bonds have not been and will not be registered under the Securities Act and the Covered Bonds may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in in certain transactions exempt from, or in transactions not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Covered Bonds in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to U.S. persons, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code of 1986 and U.S. Treasury regulations promulgated thereunder. The applicable Final Terms will identify whether the C Rules or the D Rules apply or whether TEFRA is not applicable.

In connection with any Covered Bonds which are offered or sold outside the United States in reliance on Regulation S (**Regulation S Covered Bonds**), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that, will not offer, sell or deliver such Regulation S Covered Bonds (i) as part of its distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Series of Covered Bonds of which such Covered Bonds are a part, as determined and certified by the relevant Dealer(s), in the case of a non-syndicated issue, or the lead manager, in the case of a syndicated issue, and except in either case in accordance with Regulation S under the Securities Act. Each Dealer has further agreed and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Regulation S Covered Bond during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Regulation S Covered Bond within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Covered Bonds, an offer or sale of such Covered Bonds within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Prohibition of Sales to EEA Retail Investors

Unless, the Final Terms in respect of any Covered Bonds specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Covered Bonds to any retail investor in the European Economic Area (the **EEA**). For the purposes of this provision:

(a) the expression **retail investor** means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended or superseded, **MiFID II**); or

(ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **Prospectus Regulation**); and

(b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Covered Bonds.

The EEA

If the Final Terms in respect of any Covered Bonds specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", in relation to each Member State of the European Economic Area (**EEA**), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of the Covered Bonds which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Member State of the EEA except that it may, make an offer of such Covered Bonds to the public in that Member State of the EEA:

(a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of the Covered Bonds referred to in paragraphs (a) to (c) above shall require the Issuer or any relevant Dealer to publish a base prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a base prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision:

(a) the expression **an offer of Covered Bonds to the public** in relation to any Covered Bonds in any Member State of the EEA means the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Covered Bonds; and

(b) the expression **Prospectus Regulation** means Regulation (EU) 2017/1129.

Prohibition of Sales to UK Retail Investors

Unless the Final Terms in respect of any Covered Bonds specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Covered Bonds which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom (**UK**). For the purposes of this provision

(a) the expression "retail investor" means a person who is one (or more) of the following:

(i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the **EUWA**); or

(ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the **FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or

(iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and

(b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Covered Bonds.

If the Final Terms in respect of any Covered Bonds specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Covered Bonds which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to the public in the United Kingdom except that it may make an offer of such Covered Bonds to the public in the United Kingdom:

(i) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;

(ii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 the UK Prospectus Regulation) in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(iii) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Covered Bonds referred to in (i) to (iii) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision:

(a) the expression **an offer of Covered Bonds to the public** in relation to any Covered Bonds means the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Covered Bonds; and

(b) the expression **UK Prospectus Regulation** means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA received by it in connection with the issue or sale of any Covered Bonds in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any such Covered Bonds in, from or otherwise involving the United Kingdom.

The Hellenic Republic

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has complied and will comply with (i) the Public Offer Selling Restrictions under the Prospectus Regulation, described above in this section; and (ii) all applicable provisions of Greek law 4706/2020, implementing into Greek law the Prospectus Regulation, as amended and in force.

Japan

The Covered Bonds have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the **FIEA**) and the Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Covered Bonds in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Control Act (Act No. 228 of 1949, as amended)), or to others for re offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Republic of Italy

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the offering of the Covered Bonds has not been registered pursuant to Italian securities legislation and, accordingly, no Covered Bonds may be offered, sold or delivered, nor may copies of the Base Prospectus or of any other document relating to the Covered Bonds be distributed in the Republic of Italy, except:

(a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of Regulation (EU) No. 1129 of 14 June 2017 (the **Prospectus Regulation**) and any application provision of Legislative Decree No. 58 of 24 February 1998, as amended (the **Financial Services Act**) and Italian CONSOB regulations; or

(b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 34-ter of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and the applicable Italian laws.

Any offer, sale or delivery of the Covered Bonds or distribution of copies of the Base Prospectus or any other document relating to the Covered Bonds in the Republic of Italy under paragraph (a) or (b) above must:

(a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Italian Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the **Banking Act**); and

(b) comply with any other applicable laws and regulations or requirement imposed by Commissione Nazionale per le Società e la Borsa (**CONSOB**), the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy (as amended from time to time) and/or any other Italian authority).

Republic of France

The Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it undertakes to comply with applicable French laws and regulations in force regarding the offer, the placement or the sale of the Covered Bonds and the distribution in France of the Base Prospectus or any other offering material relating to the Covered Bonds.

The Grand Duchy of Luxembourg

In relation to the Grand Duchy of Luxembourg (Luxembourg), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Covered Bonds which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms to the public in Luxembourg, except that it may make an offer of such Covered Bonds to the public in Luxembourg:

(a) if the Final Terms in relation to the Covered Bonds specify that an offer of those Covered Bonds may be made other than pursuant to Article 1(4) of the Prospectus Regulation in Luxembourg (a **Non-exempt Offer**), following the date of publication of the Base Prospectus in relation to such Covered Bonds which has been approved by the Commission de surveillance du secteur financier (the **CSSF**), as competent authority in Luxembourg, provided that the Base Prospectus has subsequently been completed by the Final Terms contemplating the Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in the Base Prospectus or the, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;

(b) at any time, to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(c) at any time, to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(d) at any time, in any other circumstances falling within Article 1(4) of the Prospectus Regulation.

provided that no such offer of Covered Bonds referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or to supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "offer of Covered Bonds to the public" in relation to any Covered Bonds in Luxembourg means the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe to these Covered Bonds, the expression "Prospectus Regulation" means Regulation (EU) 2017/1129 and the expression "Prospectus Act 2019" means Luxembourg act dated 16 July 2019.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will, comply with (in the best of its knowledge and belief) all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Covered Bonds or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Covered Bonds under the laws and regulations or directives in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer, the Trustee nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer, the Trustee and the Dealers represents that Covered Bonds may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

GENERAL INFORMATION

Approval, listing and admission to trading

Application has been made to the CSSF for the approval of this document as a base prospectus for the purposes of Article 8 of the Prospectus Regulation. Application has also been made to the Luxembourg Stock Exchange for the Covered Bonds issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU).

However, Covered Bonds may be issued pursuant to the Programme which will not be listed on the Luxembourg Stock Exchange or any other stock exchange or which will be listed on such stock exchange as the Issuer and the relevant Dealer(s) may agree.

Authorisations

The establishment, implementation and operation of the Programme and the issue of Covered Bonds have been duly confirmed and authorised by resolutions of the Board of Directors of the Issuer dated 26 October 2017 and 31 January 2019 and 16 April 2021.

Post-issuance information

The Issuer provides quarterly Investor Reports detailing, among other things, compliance with the Statutory Tests. This information will be available on the Issuer's website https://www.alpha.gr/.

Litigation

Save as disclosed in the risk factor entitled "*Litigation risk*" on page 48, in note 23 of the 9 month 2022 Report and note 39 in the 2021 annual financial report incorporated by reference in this Base Prospectus, there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during the twelve months preceding the date of this Base Prospectus which may have, or have had in such period, significant effects on the Issuer's or the Group's financial position or profitability.

No significant or material change

Since 31 December 2021 (the last day of the financial performance or the financial period in respect of which the most recent audited financial statements of the Issuer have been prepared), there has been no material adverse change in the prospects of the Issuer or the Group. Since 30 September 2022 there has been no significant change in the financial performance or the financial position of the Issuer or the Group.

Documents available for inspection

For the period of 12 months following the date of this Base Prospectus, copies of the following documents will, when published, be available for inspection from the registered office of the Issuer and from the specified offices of the Paying Agents or the Luxembourg Listing Agent:

(a) the constitutional documents (with an English translation thereof) of the Issuer;

(b) the audited consolidated and non-consolidated financial statements of the Issuer in respect of the financial years ended 31 December 2021 (with an English translation thereof), together with the audit report prepared in connection therewith;

(c) the condensed interim consolidated financial statements of Alpha Holdings as at and for the nine month period ended 30 September 2022;

(d) the Trust Deed, the Agency Agreement, and the forms of the Global Covered Bonds, the Covered Bonds in definitive form, the Coupons and the Talons;

(e) a copy of this Base Prospectus; and

(f) any future prospectuses, information memoranda, supplements and Final Terms (save that a Final Terms relating to a Covered Bond which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Regulation will only be available for inspection by a holder of such Covered Bond and such holder must produce evidence satisfactory to the Issuer and the Principal Paying Agent as to its holding of Covered Bonds and identity) to this Base Prospectus and any other documents incorporated herein or therein by reference.

In addition, copies of this Base Prospectus, any supplement to the Base Prospectus, any documents incorporated by reference and each Final Terms relating to Covered Bonds which are admitted to trading on the official list of the Luxembourg Stock Exchange will also be available for inspection free of charge from the internet site of the Luxembourg Stock Exchange, at https://www.luxse.com.

Clearing Systems

The Covered Bonds have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Series of Covered Bonds allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms. If the Covered Bonds are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

Conditions for determining price

The price and amount of Covered Bonds to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

Yield

In relation to any Tranche of Fixed Rate Covered Bonds, an indication of the yield in respect of such Covered Bonds will be specified in the applicable Final Terms. The yield is calculated at the Issue Date of the Covered Bonds on the basis of the relevant Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Covered Bonds and will not be an indication of future yield.

Independent Auditors

The statutory auditors of the Issuer are Deloitte Certified Public Accountants S.A. 3a Fragkoklisias & Granikou str., Maroussi, Attika, 15125 Athens, Greece (**Deloitte**). Deloitte were appointed for the first time on 1 July 2017. Deloitte is a member of the Institute of Certified Auditors and Accountants of Greece.

The consolidated and non-consolidated financial statements of the Issuer for the financial years ended 31 December 2021 (incorporated by reference in this Base Prospectus) have been prepared in accordance with IFRS as adopted by the European Union and have been audited without qualification by Deloitte Certified Public Accountants S.A. Deloitte Certified Public Accountants S.A. has no material interest in the Issuer.

INDEX

€ 5
2019 Strategic Plan 7
30/360, 360/360 104
30E/360 104
30E/360 (ISDA) 105
Account Bank 10
Accrual Period 103
Accrual Yield 112
Accumulation Ledger 306
Accumulation Sub-Ledger 306
Actual/360 104
Actual/365 (Fixed) 104
Actual/365 (Sterling) 104
Actual/Actual 104
Actual/Actual (ICMA) 103
Actual/Actual (ISDA) 104
Additional Cover Pool Assets 299
adjusted 106
Adjusted Required Redemption Amount 303
Agency Agreement 37, 87, 309
Agents 16, 87
Alpha 9
Alpha Bank BoG Account 28
Alternative Base Rate 127
Amendment of the Criminal Code 49
Amortised Face Amount 117
ANPLM 267
Applicable Final Terms 88
ARP 267
Arrangers 9
Article 152 14
Article 632 Suspension Petition 236
Article 632-633 Annulment Petition 236
Article 933 Annulment Petition 237
Asset Monitor 10
Asset Monitor Agreement 36
Asset Monitor Report 307
Athens Business Day 16
Authorised Investments 306
Bank Account Agreement 37
Bank Accounts 37
Bank Rate 99
Banking Act 324
Banking Law 241
Base Prospectus 139
Base Rate Modification 127
Bearer Definitive Covered Bonds 87
Bearer Global Covered Bond 134
Bearer Global Covered Bonds 134
Bond Basis 104
Borrower 75
Broken Amount 94
BRR Law 244
BRRD 244
business day 108
Business Day 102
Business Day Convention 103
Calculation Agent 96
Calculation Amount 112
Calculwwation Date 24
Capital Requirements Regulation 155
CCP 274
CCPs 271
CET1 61
Charged Document 310
Charged Documents 310
Charged Property 16
Clearstream, Luxembourg 19, 89, 134
Collection Account 27
Common Depositary 134
Common Safekeeper 134
Compounded Daily SONIA 96
Conditions 3, 12, 88
CONSOB 324
Couponholders 88
Coupons 87
Cover Pool 1, 298
Cover Pool Asset 298
Covered Bond 10
Covered Bond Law 155
Covered Bond Swap 312
Covered Bond Swap Agreement 37, 312
Covered Bond Swap Early Termination Event 313
Covered Bond Swap Provider 11
Covered Bondholder 89
Covered Bondholders 3, 11, 88
Covered Bonds 1
Covered Bonds Directive 155
CRA Regulation 1, 71
CRD IV 270
Credit Institution 28
CRR 155
Day Count Fraction 103
Dealer 1
Dealers 1
Debtors 233
Deed of Charge 36
Deed of Charge Security 310
Definitive Covered Bonds 87
Designated Account 108
Designated Bank 108
Designated Maturity 96

Determination Date....105
Determination Period....105
DGS....54
Dispute....132
Documents....131
DTAs....54
DTCs....55
Earliest Maturing Covered Bonds....112
Early Redemption Amount....112
ECB....39, 241
Eligibility Criteria....23
Eligible Institution....10
EMIR....274
ESM....39
ESM Programme....39
ESMA....1, 72
Established Rate....112
EU....39, 71
EU Benchmarks Regulation....1
EUR....5
euro....5, 112
Euro Equivalent....303
Eurobond Basis....104
Euroclear....19, 89, 134
EUWA....4
Event of Default....30
Excess Accumulation Receipts....307
Exchange Date....134
Exchange Event....135
Exchange Notice....111
Extended Final Maturity Date....17, 65
Extraordinary Resolution....112
FATCA....318
Final Maturity Date....17
Final Redemption Amount....17, 65, 110
Final Terms....1, 12
First Refinance Date....305
Fixed Coupon Amount....94
Fixed Interest Period....94, 106
Fixed Rate Covered Bonds....13
Floating Rate....96
Floating Rate Convention....103
Floating Rate Covered Bonds....13
Floating Rate Option....96
Following Business Day Convention....103
foreign financial institution....318
foreign passthru payments....318
Foreign Tax Residents....317
Former Residence....131
Forward Starting Covered Bond Swap....313
FTT....318
GDPR....57, 291
Global Covered Bond....87
Greece....5, 7
Greek Bankruptcy Code....22
Greek Company Law....155
Greek Covered Bond Legislation....14
Greek state....7
Greek State....5
Greek Tax Residents....317
Group....7
HCC....49
HCMC....178
HDIGF....54, 284
Hedging Agreement....37
Hedging Agreements....37
Hedging Counterparties....11
Hedging Counterparty....11
HFSF....50
holder of Covered Bonds....89
ICSDs....315
IFRS....54
IGA....285
IGAs....318
IMF....39
Indemnity....35
Independent Adviser....129
Insolvency Code....53
Insolvency Event....298
Insurance Distribution Directive....321
Interest Accrual Period....99
Interest Amount....100
Interest Commencement Date....12, 106
Interest Payment Date....95, 106
Interest Payment Dates....106
Interest Period....14, 95, 106
Interest Rate Swap....311
Interest Rate Swap Agreement....37, 311
Interest Rate Swap EarlyTermination Event....311
Interest Rate Swap Provider....11, 311
Investment Bank....297
Investor Put....115
Investor Report....38
Investor Report Date....38
Investor Repurchase Put....116
Investor's Currency....64
IOSCO....271
ISDA Definitions....14, 95
ISDA Determination....95
ISDA Rate....95
Issue Date....13
Issue Price....16
Issuer....1, 9, 87
Issuer Accounts....310
Issuer Call....114
Issuer Event....26, 119
Issuer Insolvency Event....21, 120
Issuer Standard Variable Rate....311
Late Payment....118
Liquidity Buffer Reserve Ledger....30

Loan and Securitization Law 155
Long Maturity Covered Bond.....108
Luxembourg Listing Agent.....11
Luxembourg Stock Exchange's regulated market.1
Margin.....13
Master Definitions and Construction Schedule ..88
Maximum Rate of Interest 14
MCR 273
Member State.....5, 6
MFF 41
MiFID II.....321
MiFID II Product Governance Rules.....5
Minimum Credit Rating.....22, 299
Minimum Rate of Interest.....14, 112
MIS 267
Modified Following Business Day Convention103
Moody's.....11
Negative Carry Factor.....303
New Company 130
New Residence 131
New RFA 51
NGCB 108, 134
NGEU 41
Non-Forward Starting Covered Bond Swap.....313
not adjusted.....106
Notice of Default 30, 113, 121
NPE.....42
NPL.....267
NPLs 42
NSS 135
Observation Period 98
OEK 300
OEK Savings Account.....28
OEK Subsidised Loans 300
offer.....321
Optional Redemption Amount.....113
Optional Redemption Date 113
originator.....24
ORSA.....273
Pass Through Covered Bonds.....18
Paying Agents.....10, 87, 309
Payment Day.....110
Permanent Global Covered Bond 134
Pillar I 273
Pillar II 273
Pillar III.....273
PONV.....249
Portfolio Manager.....305
Post Event of Default Priority of Payments..34, 93
Potential Event of Default.....35, 113
Pre Event of Default Priority of Payments ...30, 92
Preceding Business Day Convention.....103
Principal Amount Outstanding 17, 106
Principal Paying Agent 87
Principal Paying Agent 10
Priorities of Payments.....93
Priority of Payments 34, 93
Programme.....1
Programme Agreement.....320
Programme Closing Date.....36
Programme Payment Date 16
Programme Payment Period 34
Programme Resolution 124
Prop Index Valuation.....300
Prospectus Regulation.....88, 139, 321
Put Notice 115
Rate of Interest.....113
Rating Agencies.....11
Rating Agency 11, 131
Rating Agency Confirmation.....22, 72
Receivables Law.....268
Receiver 16
Record Date 108
Redeemed Covered Bonds.....115
Redenomination Date 113, 132
Reference Date.....98
Reference Price.....113
Refinance Date.....305
Register 108
Registered Definitive Covered Bonds 87
Registrar.....10, 87
Registration Statement.....15
Regulation S.....4
Regulation S Covered Bonds.....320
Relevant Date.....122
relevant Dealer.....1
Relibi Law.....319
Replacement Servicer 120, 297
Repurchase Date 116
Repurchase Put Notice.....116
Required Outstanding Principal Balance Amount 302
Required Redemption Amount 303
Reserve Ledger Required Amount 306
Reset Date.....96
retail investor 321
Risk Factors 2
S&P.....1
Sale Proceeds.....305
SCR.....273
Screen Rate Determination.....113
Secondary Covered Bond Legislation 14
Secondary Greek Covered Bond Legislation....155
Secured Creditors.....15, 113
Securities Act.....4
Selected Loan Offer Notice 301
Selected Loan Removal Notice.....301
Selected Loans.....73, 301
Selection Date.....115
Series.....12, 88

Series Reserved Matter 125
Servicer 9
Servicer Reports 27
Servicer Termination Event 297
Servicing and Cash Management Deed 35
Servicing and Cash Management Services 9
SONIA Compounded Index 98
Specified Currency 88
Specified Denomination(s) 88
Specified Period 95
Specified Time 309
SRF 285
SSM 241
Staff Loan 23
State Subsidised Loans 300
State/OEK Subsidised Loans 300
Statutory Pledge 15, 91, 310
Statutory Test 24
Subordinated Termination Payment 32
Subscription Agreement 38
Subsidiary 117
Subsidised Interest Amounts 300
Subsidised Loan 23, 300
Subsidy Bank Account 28
Subsidy Payments 28
sub-unit 106
Syneggyitiko 240
Talons 87
TARGET2 103
TARGET2 System 103
Temporary Global Covered Bond 134
Terms and Conditions 139
Third Party Collection Account 29
TR 274
Tranche 12, 88
Transaction Account 28
Transaction Documents 38
Transfer Agent 10
Transfer Agents 87
Treaty 113
Trust Deed 87
Trustee 10, 87
UK 4
UK MiFIR Product Governance Rules 5
UK PRIIPs Regulation 4
Updated Strategic Plan 7
Zero Coupon Covered Bonds 14

ISSUER

Alpha Bank S.A.
40 Stadiou Street
GR-105 64 Athens
Greece

ARRANGERS

Alpha Bank S.A.
40 Stadiou Street
GR-105 64 Athens
Greece

Barclays Bank Ireland PLC
One Molesworth Street
Dublin 2
D02 RF29, Ireland

DEALERS

Alpha Bank S.A.
40 Stadiou Street
GR-105 64 Athens
Greece

Barclays Bank Ireland PLC
One Molesworth Street
Dublin 2
D02 RF29, Ireland

TRUSTEE

HSBC Corporate Trustee Company (UK) Limited
8 Canada Square
London E14 5HQ

PRINCIPAL PAYING AGENT

HSBC Bank plc
8 Canada Square
London E14 5HQ

TRANSFER AGENT

HSBC Bank plc
8 Canada Square
London E14 5HQ

REGISTRAR

HSBC Bank plc
8 Canada Square
London E14 5HQ

LEGAL ADVISERS

To the Arrangers and the Dealers as to English law

Allen & Overy LLP
One Bishops Square
London E1 6AD

To the Issuer, Arrangers and the Dealers as to Greek law

Karatzas & Partners Law Firm
8 Koumpari Street
106 74 Athens
Greece

To the Trustee as to English law
Allen & Overy LLP
One Bishops Square
London
E1 6AD

To the Trustee as to Greek law
Zepos & Yannopoulos
280 Kifisias Avenue
152 32 Chalandri
Athens, Greece

INDEPENDENT AUDITORS OF THE ISSUER
Deloitte Certified Public Accountants S.A.
3a Fragkoklisias & Granikou str.
Maroussi, Attika, 15125
Greece

AND

LUXEMBOURG LISTING AGENT
Dexia Banque Internationale à Luxembourg S.A.
69 route d'Esch
Luxembourg L-2953
Luxembourg