National Securities Single Member S.A.
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CLIENT INFORMATION BULLETIN

1. INTRODUCTION - DEFINITIONS

In May 2014, the European Parliament and the Council issued Directive 2014/65/EC (MiFID II), Regulation (EU) No 600/2014 and their delegated acts on Markets in Financial Instruments (collectively referred to as the "MiFID II framework"), which were incorporated into the Greek legislation by law (hereinafter referred to as the "Law"). The MiFID II framework aims at enhancing the effectiveness, resilience and integrity of financial markets by, *inter alia*, enhancing investor protection. In addition, the primary objective of the MiFID II framework is to create a level playing field in financial markets for the benefit of the economy by supporting employment and growth.

National Securities Single Member S.A. (hereinafter referred to as "National Securities") adopts and complies with the rules and principles of the said legislative framework by implementing the appropriate policies and procedures.

2. PURPOSE OF THE CLIENT INFORMATION BULLETIN

National Securities publishes this Client Information Bulletin (hereinafter referred to as "Bulletin") so as to provide the necessary information to existing and potential investors regarding the policies and procedures it has in place in order to comply with the rules set out in applicable legislation on Markets in Financial Instruments. Where considered necessary, interested parties may request additional information besides that included in this Bulletin, provided that such information is available and its provision is permitted by existing legislation. National Securities shall inform its clients only about material changes to the content of this Bulletin. Receiving the Bulletin does not create or constitute, under no circumstances a client relationship or other legally binding relationship with National Securities.

Before a client or potential client is bound by any agreement for the provision of investment or ancillary services, and in any case before the provision of those services, the investor must have studied and understood the information contained in this Bulletin.

3. GENERAL INFORMATION

3.1 INFORMATION ABOUT NATIONAL SECURITIES

National Securities is an investment firm having been established and operating in accordance with Greek law, under General Electronic Commercial Registry (GEMI) No. 999301000 and has its headquarters in Athens, 128-132, Athinon Ave. & Ifigenias Str, postal code 104 42 (Tel.: + 30 210 7720000). Its Tax Identification Number (TIN) is 094239819. National Securities was established in May 1988 and is a member of the National Bank of Greece Group.

National Securities is authorized to provide investment and ancillary services, by virtue of decision no. 120/18.11.1997 of the Board of Directors of the Hellenic Capital Market Commission, and is subject to the supervision of the Hellenic Capital Market Commission (3-5, Ippokratous str., 10679 Athens - contact tel.: 210 3377100 - website www.hcmc.gr).

National Securities is a member of the Athens Exchange S.A., the Cyprus Stock Exchange and acts as a market maker in the Stock and Derivatives Market of the Athens Exchange.

For further information regarding the organization and structure of National Securities, you may visit its website at www.nbgsecurities.com.

National Securities has appointed tied agents who are members of the respective registers in Greece and Cyprus.

3.2 WAYS AND MEANS OF COMMUNICATION

The official language of communication between National Securities and its clients is Greek. However, communication with National Securities clients before or after the conclusion of any contractual relationship can be carried out - by agreement - in English. As a general rule, all contract and supplementary documents shall be drafted in the Greek language.

National Securities considers written communication to be the primary means of communication with its clients. In cases defined by the agreement between National Securities and its client, communication (including reception and transmission of orders) may also be carried out by telephone, facsimile, e-mail or other commonly accepted means.

4. TERMS OF TRANSACTIONS AND AGREEMENTS

All rights and obligations between National Securities and its clients regarding the provision of investment and/or ancillary services are governed by the terms and conditions set out in detail in the appropriate agreement entered into for the provision of such services. This Bulletin contains general information for the investors who receive or intend to receive investment services.

5. CLIENT CATEGORISATION

National Securities categorizes its clients into one of the following categories on the basis of specific criteria provided by the Law, and in accordance with its internal policy and procedures:

Professional clients

Eligible counterparties

Retail clients

National Securities informs its clients in writing about their categorization either before the conclusion of any agreement for the provision of investment services or before the provision of those services. The purpose of the said classification is to ensure that investment services are provided on the basis of the knowledge and experience of the clients in carrying out the relevant transactions.

National Securities categorizes its clients based on available information. Accordingly, the clients of National Securities are required and encouraged to provide and disclose as complete as possible all information in order to contribute to their proper categorization, as well as any changes that may affect such categorization. National Securities is not liable for any erroneous categorization of the client due to inadequate and/or inaccurate data provided by the client.

5.1 PROFESSIONAL CLIENTS

The term “Professional Clients” shall apply to those clients who have the experience, knowledge, and expertise to make their own investment decisions and properly assess the risks they undertake. Professional clients are considered to include, among others, specific institutional investors as well as large undertakings that meet at least two of the following criteria:

- balance sheet total: € 20,000,000;
- net turnover: € 40,000,000;
- own funds: € 2,000,000.

Professional Clients enjoy, under the Law, a lower level of protection than Retail Clients.

5.2 ELIGIBLE COUNTERPARTIES

The term “Eligible Counterparties” shall apply to Professional Clients who receive investment services such as execution, reception or transmission of orders, as well as any ancillary service directly related to such transactions or when the said clients deal for their own account. In such cases, Eligible Counterparties do not enjoy the protection of the Law, unless where otherwise specified.

RETAIL CLIENTS

The term “Retail Clients” shall apply to natural or legal persons who have not been classified as "Professional Clients" or "Eligible Counterparties". Retail Clients enjoy the highest level of protection under the law.

5.3 CHANGE OF CLIENT CATEGORY

According to the Law, clients has the right to request in writing a change of the category to which they have been classified by National Securities, i.e.:

- Category change from Professional to Retail Client, which implies a higher level of protection.
- Category change from Eligible Counterparty to Professional or Retail Client, which implies a higher level of protection.
- Category change from a Retail Client to Professional Client, which implies a lower level of protection.

In the event of a client's request for a change of category, a relevantly written request must be submitted to National Securities, which is not obliged to accept it. Category change may concern all or specific investment services and transactions in one or more financial instruments. National Securities shall evaluate the request and, where appropriate, shall warn clearly and in writing and shall remain at the disposal of its clients to provide any possible information regarding the consequences of the change of category for the protection provided. The client shall sign a document, other than the agreement, stating that he is aware of the consequences of the change of category. National Securities shall notify the client, within a reasonable time, of the acceptance or rejection of his request.

In the event that National Securities becomes aware of data that prove that clients no longer meet the criteria of the category they are listed in, National Securities reserves the right to change such category. In such an event, the client concerned shall be immediately informed accordingly before the provision of any investment service or performance of any transaction whatsoever.

6. INFORMATION ABOUT FINANCIAL INSTRUMENTS

6.1 FINANCIAL INSTRUMENTS

The Bank offers its customers a broad range of investment products and services in financial instruments.

Transactions in financial instruments involve investment risks of various types and ratings, depending on their nature. (see Section 6.3 "Financial Instrument Risks" below).

The Bank uses effective monitoring processes for its products to ensure that the services and products designed and/or offered are compatible with the needs, features and goals of an identified target market of end customers within the corresponding customer category and that the planned allocation strategy is compatible with the identified target market.

6.2 BRIEF DESCRIPTION OF FINANCIAL INSTRUMENTS

Bonds

These are securities incorporating the issuer's obligation to pay the bearer/beneficiary an agreed amount within a given time. Issuers may be governments, companies, banks, local authorities, etc.

Bonds may be at a fixed or variable interest rate. When the rate is variable, the yield of the bonds depends on simple interest rate indices (e.g. EURIBOR) and/or complex factors (complex or structured bonds).

The chief risks associated with bonds are credit risk, liquidity risk and market risk. Furthermore, depending on the features of the bond, the risk of early repayment by the issuer may also arise.

Bond Yield Scenarios: Change in conditions following the purchase of the financial instrument.

- **Positive Scenario:** Reduction in market interest rates, profitability growth of the bond issuer, credit rating upgrade of the bond issuer.
  The positive scenario is expected to raise bond prices and investors' profits should they sell their held-to-maturity bonds.

- **Negative Scenario:** Increase in market interest rates, decline in profitability or losses of the bond issuer, credit rating downgrade of the bond issuer, possible bankruptcy of the bond issuer.
  The negative scenario is expected to cause a decrease in bond prices and **losses** for the investors should they sell their held-to-maturity bonds; said losses **can amount up to 100% of the invested capital.**

Hypothetical Scenarios	Initial market price (invested capital)	Fluctuation in price*	Final Price (investment value)	Profit/Loss from sale
Positive Scenario	€100	+25%	€125	€+25
Negative Scenario	€100	-30%	€70	€-30

The fluctuations in price are a **hypothetical example and are **indicative**. Positive fluctuations in price may not have an upper limit, while negative fluctuations can amount up to -100% of the initial invested capital.*

<u>Treasury Bills</u>

These are dematerialised debt instruments usually issued by a Government, sold at a discount on their par value and repaid at their par value (100%) on maturity, without any redeemable coupons. The principal risk associated with debt instruments is credit risk.

<u>Return Scenarios for Treasury Bills: Change in conditions following the purchase of the financial instrument.</u>

- **Positive Scenario:** Reduction in market interest rates, profitability growth of the T-bill issuer, credit rating upgrade of the T-bill issuer.
  The positive scenario likely brings about a rise in T-bill prices, and investor profits should they sell their held-to-maturity T-bills.
- **Negative Scenario:** Increase in market interest rates, decline in profitability or losses of the T-bill issuer, credit rating downgrade of the T-bill issuer, possible bankruptcy of the T-bill issuer.
  The negative scenario likely brings about a decrease in the prices of the T-bills and **losses** for investors should they sell their T-bills held-to-maturity; said losses **can amount up to 100% of the invested capital.**

Hypothetical Scenarios	Initial market price (invested capital)	Fluctuation in price*	Final Price (investment value)	Profit/Loss from sale
Positive Scenario	€100	+20%	€120	€+20
Negative Scenario	€100	-15%	€85	€-15

The fluctuations in price are a **hypothetical example and are **indicative**. Positive fluctuations in price may not have an upper limit, while negative fluctuations can amount up to -100% of the initial invested capital.*

<u>Shares</u>

Shares represent a percentage of a stock company's share capital. They provide investors/shareholders with a share in the Company's profits in the form of dividends as well as, in certain cases, the right to vote at the Company's AGM.

Shares are exposed to risks described below in detail, especially to credit risk, liquidity risk and market risk.

Share Performance Scenarios: Change in conditions following the purchase of the financial instrument.

- **Positive Scenario:** Positive conditions prevailing in the market and the economy, profitability growth for the share issuer, optimistic expectations on behalf of the investors regarding the future, increase in demand for shares.
  The positive scenario likely brings about a rise in share prices and investor profits should they sell their held-to-maturity shares.
- **Negative Scenario:** Adverse conditions prevailing in the market and the economy, decline in profitability or losses of the share issuer, negative investor expectations and uncertainty regarding the future, decline in demand for shares.
  The negative scenario likely brings about a decrease in share prices and **losses** for the investors should they sell their held-to-maturity shares; said losses **can amount up to 100% of the invested capital.**

Hypothetical Scenarios	Initial market price (invested capital)	Fluctuation in price*	Final Price (investment value)	Profit/Loss from sale
Positive Scenario	€100	+20%	€120	€+20
Negative Scenario	€100	-50%	€50	€-50

The fluctuations in price are a **hypothetical example and are **indicative**. Positive fluctuations in price may not have an upper limit, while negative fluctuations can amount up to -100% of the initial invested capital.*

Derivative financial instruments

Derivative products are financial instruments whose price depends on the underlying securities. The underlying security may be a commodity, financial instrument, financial index or credit risk. Derivatives are created to enable management of the asset on which they are based.

Usual derivative products are divided into four primary categories:

- swaps,
- options,
- futures, and
- forwards.

The main risks to which derivatives are exposed is increased market risk, leverage risk and legal risk.

Return Scenarios for Derivative Financial Instruments: Change in conditions following the purchase of the financial instrument.

Note that depending on the investor's holdings in a derivative financial instrument the following scenarios can be reversed. For instance if the investor holds a put option, the following positive scenario described in detail hereinbelow will be negative and vice versa.

- **Positive Scenario:** Increased fluctuation in the prices of underlying assets, uncertainty in the economy, negative investor expectations regarding the future.
  The positive scenario likely brings about a rise in the prices of the derivative financial instruments and investor profits should they sell their held-to-maturity derivative financial instruments.
- **Negative Scenario:** Reduction in fluctuations of the underlying assets' prices, stable economic environment.
  The negative scenario likely brings about a decrease in the prices of derivative financial instruments and **losses** for investors should they sell their held-to-maturity derivative financial

instruments; said losses **can,** depending on the type of the derivative instrument**, amount up to or exceed 100% of the invested capital.**

Hypothetical Scenarios	Initial market price (invested capital)	Fluctuation in price*	Final Price (investment value)	Profit/Loss from sale
Positive Scenario	€100	+10%	€110	€+10
Negative Scenario	€100	-80%	€20	€-80

The fluctuations in price are a* ***hypothetical example* *and are* ***indicative****.* Positive fluctuations in price may not have a specific upper limit, while negative fluctuations can, depending on the type of the derivative instrument, amount up to or exceed -100% of the initial invested capital.

Investment Products with Guaranteed Initial Capital (Capital Plus)

Products protecting the initial capital invested constitute a placement in the form of a special term deposit, providing protection of the initial capital and the possibility of a higher return compared to usual deposit products. Their return depends on the performance of various financial indices (such as exchange rates, financial indices, stock prices etc.).

The main risks associated with guaranteed initial capital products are market, reinvestment and credit risk. Depending on the features of the product the risk of early repayment by the issuer may occur.

Return Scenarios for Investment Products with Guaranteed Initial Capital -EPEAK (Capital Plus): Change in conditions following the purchase of the financial instrument.

- **Positive Scenario:** Positive conditions prevail in the market and the economy, optimistic investor expectations regarding the future, increase in demand for EPEAK products, increase in interest rates and stock indices.
  The positive scenario likely brings about a rise in EPEAK prices and investor profits based on the linked stock index (interest rate, stock index etc.) should they sell their held-to-maturity EPEAK.
- **Negative Scenario:** Adverse conditions prevail in the market and the economy, negative investor expectations and uncertainty regarding the future, decline in demand for EPEAK, decline in interest rates and stock indices.
  The negative scenario is not expected to bring additional returns for investors.

Hypothetical Scenarios	Initial market price (invested capital)	Fluctuation in price*	Final Price (investment value)	Profit/Loss from sale
Positive Scenario	€100	+10%	€110	€+10
Negative Scenario	€100	0%	€100	€0

The fluctuations in price are a* ***hypothetical example* *and are* ***indicative****.*

UCITS Units

Undertakings for Collective Investment in Transferable Securities (UCITS) constitute an indivisible pool of assets held by several beneficiaries under the management of a third party. According to law, UCITS assets consist of transferable securities and cash. Such assets are indivisibly owned by UCITS participants (called unit-holders), depending on the number of units they hold. Unit-holders may be natural or legal persons.

The main risks associated with UCITS units are credit risk and market risk.

Return Scenarios for UCITS units: Change in conditions following the purchase of the financial instrument.

- **Positive Scenario:** Positive conditions prevail in the market and the economy, optimistic investor expectations regarding the future, efficient management of mutual funds.
  The positive scenario likely brings about a rise in mutual funds' prices and investor profits should they sell their held-to-maturity UCITS units.
- **Negative Scenario:** Adverse conditions prevail in the market and the economy, negative investor expectations and uncertainty regarding the future, inefficient/loss-making management of mutual funds.
  The negative scenario likely brings about a decrease in mutual fund prices and **losses** for investors should they sell their held-to-maturity units; said losses **can amount up to 100% of the invested capital.**

Hypothetical Scenarios	Initial market price (invested capital)	Fluctuation in price*	Final Price (investment value)	Profit/Loss from sale
Positive Scenario	€100	+30%	€130	€+30
Negative Scenario	€100	-40%	€60	€-40

The fluctuations in price are a **hypothetical example and are **indicative**. Positive fluctuations in price may not have an upper limit, while negative fluctuations can amount up to -100% of the initial invested capital.*

Hedge Funds

Hedge funds are designed to yield a positive return on investment regardless of market developments or with a low sensitivity to them, via particularly complex high risk investment strategies intended to capitalize on the return-to-risk ratio. These investments include the use of arbitrage and/or derivative products to make a profit and not to offset risk, the use of short selling and the leverage of managed funds through loans. Hedge funds provide limited scope for liquidation of the investment on a monthly, quarterly or even yearly basis, and the period of an investor's "holding requirement" is determined accordingly. Moreover, hedge funds may include investments that are hard to liquidate or hard to value.

Hedge funds are exposed mainly to market risk, underregulation risk, concentration risk, as well as leverage risk resulting from the derivatives included in the fund.

Return Scenarios for Alternative Investment Funds - Hedge Funds: Change in conditions following the purchase of the financial instrument.

- **Positive Scenario:** Positive conditions prevail in the market and the economy, optimistic investor expectations regarding the future, efficient management of alternative investment funds.
  The positive scenario likely brings about a rise in the prices of alternative investment funds and investor profits should they sell their held-to-maturity shares.
- **Negative Scenario:** Adverse conditions prevail in the market and the economy, negative investor expectations and uncertainty regarding the future, inefficient/loss-making management of alternative investment funds.
  The negative scenario likely brings about a decrease in the prices of alternative investment funds and **losses** for investors should they sell their held-to-maturity shares; said losses **can amount up to 100% of the invested capital.**

Hypothetical Scenarios	Initial market price (invested capital)	Fluctuation in price*	Final Price (investment value)	Profit/Loss from sale
Positive Scenario	€100	+10%	€110	€+10
Negative Scenario	€100	-30%	€70	€-30

The fluctuations in price are a* ***hypothetical example* *and are* ***indicative****. Positive fluctuations in price may not have an upper limit, while negative fluctuations can amount up to -100% of the initial invested capital.*

Structured Products

These products constitute a combination of the above mentioned products, usually incorporating derivatives or other underlying goods and securities, and their return depends on the course of stock indices or a pool of shares, the parity between two currencies, or developments in interest rates.

The chief risks inherent in these products are market and liquidity risk.

Return Scenarios for Structured Products: Change in conditions following the purchase of the financial instrument.

- **Positive Scenario:** Positive conditions prevail in the market and the economy, optimistic investor expectations regarding the future, increase in demand for structured products.
  The positive scenario likely brings about a rise in the prices of structured products and investor profits should they sell their held-to-maturity products.
- **Negative Scenario:** Adverse conditions prevail in the market and the economy, negative investor expectations and uncertainty regarding the future, decline in demand for structured products.
  The negative scenario likely brings about a decrease in the prices of structured products and **losses** for the investors should they sell their held-to-maturity products; said losses **can amount up to 100% of the invested capital.**

Hypothetical Scenarios	Initial market price (invested capital)	Fluctuation in price*	Final Price (investment value)	Profit/Loss from sale
Positive Scenario	€100	+20%	€120	€+20
Negative Scenario	€100	-50%	€50	€-50

The fluctuations in price are a* ***hypothetical example* *and are* ***indicative****. Positive fluctuations in price may not have an upper limit, while negative fluctuations can amount up to -100% of the initial invested capital.*

6.3 FINANCIAL INSTRUMENT RISKS

Holding financial instruments carries risks. Despite the fact that the range of said risks varies -- depending on a variety of factors -- holding financial instruments always involves certain risks which can, under certain circumstances, be moderated, but not eliminated completely. On a general level, said risks may involve a decrease in the investment's value or even a total loss of the invested capital. It should also be noted that under certain circumstances, the customer may even have an obligation to pay additional amounts to the amounts he had invested, to cover a loss that may have occurred. Note that the key principle is that the expected return is related to the investment risk undertaken.

The enumeration of the main risk categories that follows is indicative and it aims at helping to understand the way that the capital market and the general factors affecting the value of an investment operate. It should be noted that the Bank provides additional information to the customer, in which detailed explanations are given on the nature of the financial instrument each time under consideration, its function and its returns under different market scenarios, but also the specific risks involved, with adequate details, so the customer can make informed investment decisions.

Credit Risk

This concerns the likelihood of default in a security issuer's contractual obligations. More specifically, credit risk results from the likelihood of a security issuer's failure to fulfil, for any reason whatsoever, the obligations he has undertaken. The potential return of a financial instrument is usually related to the level of credit risk. Credit risk is calculated on the basis of a credit rating, which reflects the issuer's ability and position to meet his obligation vis-a-vis his counterparty.

Liquidity risk

Liquidity risk arises when there is not sufficient demand or supply in the market at the time the customer wishes to close an open position in an investment. It reflects the customer's room for manoeuvre in terms of investment liquidation. The lack of supply or demand may have a serious impact on the price. This risk is higher when the investment is made in a low liquidity or non regulated market. In the case of investments in OTC derivative financial instruments, it is uncertain that there will be a secondary market at any time.

Market risk

This is the risk that there will be a drop in the financial value or the earnings of an investment because of fluctuations in the market.

Market risk is considered to be a very important risk factor in an investment, because it impacts adversely on the outcome that may result from a possible, unexpected course in the investment's market value. Market Risk is higher for investments with significant fluctuations in price (volatility).

Market risk includes the following categories:

- Financial instrument risk: stemming from adverse changes in security prices.
- Interest rate risk: associated with a change in the yield of an investment because of fluctuating interest rates.
- Reinvestment risk: is a risk undertaken by the investor when the income from his initial investment is reinvested under different conditions and terms than those of the initial investment. It mainly concerns cases of recall of a product by the issuer or early repayment by the investor.
- Inflation risk: is associated with inflation's unforeseen changes with negative effects on the economy.
- Foreign-exchange risk: stemming from changes in foreign exchange parities and may lead to lower returns than expected.

- Commodity risk: stemming from changes in the price of commodities (including precious metals other than gold) and may lead to lower returns than expected.
- Volatility risk: is associated with the range in fluctuation (high – low volatility) in the value of a financial instrument in a specific period.
- Systemic/Undiversifiable risk: arises when different factors (such as economic recession, geopolitical tensions) affect the total value of the financial instruments of a specific market or an entire financial system to such extent that it cannot be contained.
- Non-systemic risk: is associated with the special features of a specific business sector and the factors affecting it. It concerns specific securities or security categories depending on the financial results, the structure or the economic developments of the business sector of the issuer companies.

Prepayment Risk

Is associated with the return by the issuer of the principal invested on a product before its scheduled maturity. In this case, the customer shall not collect the total of the expected profit. The issuer's right to early repayment is usually provided for in the terms of issuance of the product.

Counterparty risk

This is the risk that settlement will not be made as expected in the context of a transfer system because a counterparty fails to pay or deliver an item in time. This risk is higher in the case of countries located in different time zones or using clearing systems not linked to each other.

Settlement Risk

Arises when the settlement of a transaction has not been completed at the scheduled time.

Leverage Risk

This risk exists chiefly in transactions on derivative financial instruments, where the amount of the security margin required to open a position is low in relation to the total value of the contract, and therefore a small change in the contract value may have a proportionally much higher impact on the capital invested and/or required to be invested to retain a position. When leverage works against the customer, it may even lead to a total loss of the capital paid by the customer for opening and maintaining said position.

Concentration risk

When there are no limits on investment categories, markets and methods, it is likely that specialized strategies that concentrate investments in specific categories, sectors, or geographic areas will be pursued.

Custody risk

This is the risk of loss of assets held in custody as a result of acts or omissions of the custodian or even of fraud or in the event that the custodian or any third party to whom custody of assets has been assigned becomes unreliable.

Country risk

This risk is directly associated with the particular geographical location of a country and parameters such as the country's economic situation, its legal and taxation framework etc.

Political risk

This is the risk of a drop in the value of financial instruments because of uncertainty or instability in the political environment.

Underregulation Risk

This is associated with products whose issuer is usually domiciled in a country where market regulation systems may not provide adequate protection to the investor.

Risk for transactions outside a regulated market

This arises in cases of investments in products that are not traded on a regulated market. Over-the-counter products, owing to their particular nature, may present reduced demand and low liquidity, as well as weakness in accurately determining a reasonable price or calculating their associated risks; factors that may bring about an increase in the risk undertaken.

Risk associated with online transactions

This concerns the risks to which the customer is exposed when performing transactions online, and which stem from a potential malfunction of the system, computers or software, thus resulting in the order not being executed or being inaccurately executed.

Operational risk

This risk, which includes legal risk, is defined as the risk of loss resulting from inadequacy or failure of internal procedures, persons and systems or external events.

Legal Risk

This risk may result from legal changes or activities that may adversely affect the expected returns. For instance, certain investments that were once legal may become illegal. This category includes possible changes in the tax system. In general, legal risk is based on numerous political, economic and other factors.

7. SERVICES PROVIDED

National Securities may provide, inter alia, the following investment and/or ancillary services:

7.1 INVESTMENT SERVICES

- Reception and transmission of client orders, for the conclusion of transactions in financial instruments.
- Execution of orders on behalf of clients, i.e. acting to conclude agreements to buy or sell one or more financial instruments on behalf of clients, including the conclusion of agreements to sell financial instruments issued by an investment firm or a credit institution at the moment of their issuance.
- Dealing on own account, i.e. trading against proprietary capital resulting in the conclusion of transactions in one or more financial instruments.
- Portfolio management, i.e. managing portfolios in accordance with mandates given by clients on a discretionary client-by-client basis where such portfolios include one or more financial instruments.
- The provision of investment advice, i.e. providing personal recommendations to the client, either upon its request or at the initiative of National Securities, in respect of one or more transactions relating to financial instruments.
- Underwriting of financial instruments and/or placing of financial instruments with or without an underwriting commitment.

7.2 ANCILLARY SERVICES

- Safekeeping and administration of financial instruments for the account of clients, including custodianship and related services, such as the cash / collateral management.
- Granting credits or loans to an investor to allow him to carry out a transaction in one or more financial instruments, where National Securities who is granting the credit or the loan is involved in the transaction.
- Advice to undertakings on capital structure, industrial strategy and related matters as well as advice and services relating to mergers and acquisitions.
- Foreign exchange services where these are connected to the provision of investment services.
- Investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments.
- Services related to underwriting.
- Investment services and activities as well as ancillary services related to the underlying of the derivatives, where these are connected to the provision of investment or ancillary services, as defined in the relevant articles of the Law.

8. ORDER RECEPTION AND EXECUTION / TRANSMISSION SERVICES

8.1 TARGET MARKETS & PRODUCT GOVERNANCE

National Securities collects the required information regarding the client's knowledge and experience in investments, his financial situation (including his ability to bear losses), his risk tolerance and his investment objectives and needs, in order to assess the identified target market that the client falls under and in order to offer him the financial instruments that are compatible with the needs, characteristics and objectives of the relevant target market. National Securities reserves the right to review at any time its assessment of the compatibility of any financial instrument whatsoever with a identified target market, in particular, if it considers that the financial instrument no longer meets the conditions of the identified target market, such as when it becomes illiquid or very volatile due to market changes. Under the above procedure, the client may have limited access to the financial instruments desired.

Exceptionally, in the event that National Securities for any reason whatsoever is not able to collect information in order to conduct an assessment of client's investment profile in order to include him in a identified target market, in line with the above, and, on that basis, to assess his compatibility or otherwise with a particular financial instrument, then the transactions shall be carried out under the exclusive responsibility of the client, in particular with regard to the risks inherent to the investment activity in the financial instrument.

8.2 Appropriateness Assessment - Exceptions

The following distinction is made regarding the assessment of client's appropriateness i.e. the assessment of their knowledge and experience in the investment field relevant to the category of each financial instrument or service:

In the case of transactions on complex financial instruments (such as, for example, derivatives, units of structured UCITS, etc.), and in each case where credit has been granted by National Securities for the conclusion of a transaction, National Securities shall perform the required appropriateness test to assess whether the transaction in question is appropriate for that particular Retail Client on the basis of his knowledge and experience. If National Securities determines that the transaction in question is not appropriate for the client or if it does not receive the information required, the client may proceed with this transaction on his own initiative, fully assuming the risk(s) involved in the transaction in question, provided that National Securities has given prior notice thereof.

In the case of transactions on non-complex financial instruments (such as, for example, shares traded on a regulated market, plain bonds, or UCITS units, etc.), even if the client has been classified as a Retail Client and if the conditions of the Law are cumulatively met, National Securities shall not be obliged to assess the client's knowledge and experience and determine whether the investment service or product is appropriate for the client. In this case, when providing such services, the client is not protected by the respective rules of professional conduct provided by the Law.

9. BEST EXECUTION POLICY

National Securities shall take every sufficient measure to obtain the best possible result for their clients taking into account price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order. Nevertheless, where there is a specific instruction from the client National Securities shall execute the order following the specific instruction. For this reason, National Securities has developed Best Execution Policy, which sets out the basic principles governing both the receipt and transmission of orders and the execution of orders on behalf of clients.

The policy applies to all transactions with Retail and Professional Clients and does not apply to transactions with Eligible Counterparties.

National Securities is systematically monitoring the implementation of this Policy and evaluating its effectiveness. The Best Order Execution Policy ensures that all adequate and enforced by the relevant legislation measures are taken to achieve the best execution of orders. National Securities has procedures and mechanisms in place so that it may be to demonstrate, at the request of either the client or the Competent Authority, the achievement of the best possible result for the client.

The policy applies to all countries of the European Economic Area in which National Securities provides investment services in one or more financial instruments.

9.1 Execution Quality

The best execution of orders is the way in which National Securities assures the best possible result either when executing orders on behalf of clients, or when it receives and transmits orders for execution to third parties (investment firms, credit institutions, etc.)

In order to achieve the best possible result for the client, National Securities shall take into account the following factors:

- the nature and price of the financial instrument;
- the costs associated with the execution of the order (e.g. commissions, settlement and clearing costs, execution venue fees , and any other fees paid to third parties involved in the execution of the order) to be borne by the client;
- the execution speed that can be achieved;
- the likelihood of execution and settlement of the transaction; and
- the size and nature of the order or any other consideration relevant to the execution of the order.

9.2 Evaluation of best Execution Factors

To determine the importance of the above factors, National Securities shall take into account the following criteria:

- Client characteristics, including classification as a Retail or Professional Client
- Order characteristics
- Financial Instrument characteristics
- Execution Venue characteristics

For clients classified as Retail, National Securities shall determine the best possible result based on the total consideration representing the price of the financial instrument and the costs relating to execution , which include all expenses incurred by the client which are directly relating to the execution of the order, including execution venue fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the order. When a financial instrument is traded on more than one venue and each venue ensures the same result based on this total consideration factor, National Securities takes into account the remaining execution factors apart from total consideration, in order to achieve the best possible result for its clients. When dealing with Professional Clients, National Securities considers as most important execution factors the price and relevant fees as well as the speed and completeness of the execution.

9.3 Execution of Orders

National Securities shall execute the orders it receives in one of the following ways:

- Directly on regulated markets on which National Securities is a member (Multilateral Trading Facilities, Organized Trading Facilities).

- Against its own book, acting as an execution venue.

- Via third parties (subject to an agreement) for markets to which National Securities has no direct access.

- Outside of regulated markets or Multilateral Trading Facilities or Organized Trading Facilities, acting as a counterparty (Over The Counter).

In cases where National Securities transmits orders to be executed to third parties, including intermediaries within the NBG Group, all reasonable steps shall be taken to ensure the best execution of the orders on an ongoing basis. National Securities ensures the disclosure of information to clients or potential clients, at their reasonable request, on the entities to which the orders to be executed are transmitted or sent.

9.4 Monitoring and Updating the Implementation of the Best execution Policy

National Securities ensures that the best execution policy is kept up-to-date and ensures that its clients' orders shall be executed in accordance with that policy. National Securities has established best execution arrangements that are applied on an ongoing basis. In addition, National Securities monitors the compliance of third parties to whom it transmits its clients' orders as per their written agreements and in accordance with applicable laws and regulations. National Securities shall undertake the necessary steps to remedy any weaknesses identified during the assessment and, where deemed necessary, shall examine the possibility of changing the execution venues or entities on which it places significant reliance in meeting the best execution requirement.

The best order execution policy is reviewed annually or whenever necessary.

9.5 Special Instructions

In the event that the client requires National Securities to execute an order by providing specific instructions, including directions regarding the venue, National Securities shall deem that, by applying the client's instructions, it has taken all necessary measures to execute the order in question with the most favorable terms for the client, and is therefore presumed to have complied with its obligations for best order execution.

National Securities shall warn the client that any specific instructions may prevent it from taking the measures it has designed and included in its execution policy in order to achieve the best possible result in the execution of these orders in terms of the data covered by these instructions.

National Securities is able to demonstrate to its clients, if they so request, that it has executed their orders in accordance with this Policy and to demonstrate to the Competent Authority, if it so requests, that it complies with the best execution obligations.

9.6 Execution of an Order outside a Regulated Market or a Multilateral Trading Facility or a Regulated Trading Mechanism

In certain circumstances, National Securities may execute a client's order outside of a Regulated Market, or a Multilateral Trading Facility or an Organised Trading Facility, only if the client has explicitly consented to it. The client shall be informed of any consequences that may arise from the execution of an order outside of a trading venue and that, at upon request; National Securities shall be able to provide additional information on the implications of this means of execution.

9.7 Cost - Commission - Charges

The costs, commission, taxes and other charges in relation to the financial products and the investment services offered by National Securities are in accordance with the applicable pricing policy and the applicable legislative/tax provisions and are available to its clients at the company's headquarters as well as its branches. Also, a detailed invoice for the services provided may be given to clients upon request.

National Securities does not structure or charge its commissions in a manner that introduces unfair discrimination between execution venues.

National Securities provides detailed information to its clients, on a transaction-by-transaction basis and aggregated annually, in respect of all costs and associated charges billed by National Securities or other parties, including third-party payments received by National Securities.

National Securities shall inform its clients in the event that it receives consideration from an execution venue or charging more than one client participant in a transaction that the relevant payments are dealt with under the Inducement Management Policy.

9.8 Publication of Execution Venues

National Securities summarizes and publishes on an annual basis, for each class of financial instruments, the top five Execution Venues based on trading volumes in which it has executed client orders in the previous year, as well as data on the execution quality achieved.

The information disclosed is for Retail and Professional Clients and differs according to their classification, according to the applicable legal and regulatory framework.

The information required to be published by National Securities in accordance with the above is posted on its website by filing out relevant templates in an electronic format, machine-readable and available for download by the public.

10. SAFEKEEPING OF FINANCIAL INSTRUMENTS AND FUNDS

National Securities applies a policy governing the safekeeping of clients' assets and the provision of custody services, which includes all measures required and organizational arrangements to ensure secure, transparent, and efficient safekeeping of clients' assets. More specifically, this policy provides for:

- The compliance of National Securities with the relevant laws and regulations.
- The provision of information to the client about potential risks involved, as the case may be.
- The custodian selection procedure for the custody of clients' assets.
- The existence of appropriate mechanisms for keeping the respective records and accounts.
- Ensuring that the necessary mechanisms, procedures and controls are in place to enable at any time and without delay the separation of the assets held on behalf of a client from those held for the account of any other client, the company's own assets, as well as those belonging to any third-party depositary.
- The adoption of the appropriate measures to protect ownership rights of the client, in particular in the event of insolvency, and to prevent the use of such financial instruments for National Securities own account, unless the client has explicitly granted his consent thereto.
- The existence of the necessary mechanisms and procedures to minimize the risk of loss or diminution of client assets or rights.
- Ensuring non-existence of security interests or lien or any right of set-off on clients' financial instruments that allow third parties to dispose of the client's financial instruments or funds in order to collect dues not associated with the client or the provision of services to the client (unless so required by applicable law in the jurisdiction of a third country in which the client's funds or financial instruments are held).
- The observance of the obligation of National Securities not to conclude financial collateral agreements by title transfer with retail clients in order to cover present or future, existing, dependent on unforeseeable events or anticipated obligations of clients.
- The existence of appropriate mechanisms for the reconciliation between accounts and records kept by National Securities.
- The update and continuous improvement of the various features of services offered by each custodian as well as other operational procedures for safekeeping of clients assets.
- Compliance with the obligation of National Securities to refrain from entering into agreements for securities financing transactions related to credit instruments held on behalf of a client in a collective account maintained by a third party and not to use the financial instruments otherwise for another client's own account without the explicit consent of the client.

11. COMPENSATION SCHEME

Clients' claims arising from investment services are covered by the Athens Stock Exchange Members' Guarantee Fund, if National Securities is unable to fulfil its obligations. The compensation will be paid in accordance with the terms and conditions of operation of the above Fund set by the Law.

NBG SECURITIES

12. CONFLICT OF INTEREST POLICY

In the context of the sound, secure, transparent and effective provision of investment and/or ancillary services to its clients and in order to protect the assets and their respective rights, National Securities has established and implements an effective related policy. The policy concerns the identification, prevention and management of conflicts of interest between affiliates, business units, directors, employees, associates and more generally all parties involved, who are designated "relevant persons" in the relevant legislation, between existing and potential clients, as well as between clients and competent persons, including those due to third-party consideration or to National Securities' remuneration and incentive schemes.

National Securities shall establish appropriate procedures and measures for the management of such conflicts, in particular in order to:

- Prevent inappropriate influence over the way in which a relevant person carries out investment or ancillary services or activities.
- Prevent or monitor the exchange of information between relevant persons engaged in activities involving a risk of conflict of interest where the exchange of such information may harm the interests of one or more clients.
- Provide separate supervision of the relevant persons, whose principal functions involve carrying out activities on behalf of clients or the providing services to them whose interests may conflict or who otherwise represent different interests that may conflict, including those of National Securities.
- Remove of any incentives schemes or any direct link between the remuneration of relevant persons principally engaged in an investment activity and the remuneration of different relevant persons principally engaged in another investment activity or revenues generated by such different persons where a conflict of interest may arise in relation to these activities.
- Prevent or limit the simultaneous or sequential involvement of a relevant person in separate investment or ancillary services or activities where such involvement may impair the proper management of conflict of interest.
- Prevent cases of non-compliance of the relevant persons with National Securities' Policy for the Prevention of Market Abuse and Carrying out Personal Transactions regarding the abuse of privileged information and market manipulation.
- National Securities and its employees provide investment or ancillary services in a fair, equitable and professional manner and protect the assets of the clients and rights deriving from them and seek to avoid conflicts of interest.

National Securities will make the necessary disclosures in case there are no sufficient safeguards against client conflicts of interest, in order to take this parameter into account in taking the investment decision, on the condition that it has first considered additional conflict management measures that could be taken to reduce the risk of harm to the interests of clients.

The disclosure of a conflict of interest to clients is a measure of last resort that is used only when the organizational and administrative arrangements set out by National Securities or the companies of the NBG Group for the prevention or management of the conflict of interest are not sufficient enough to ensure, with reasonable confidence, that the risks of damage to the interests of the client will be prevented.

National Securities shall keep and regularly update a record of any investment service or activity carried out by National Securities and in which a conflict of interest has arisen, or, in the case of an ongoing service or activity, in respect of which a conflict of interest may arise.

National Securities assesses and reviews, at least annually, and adapts the Policy accordingly, if necessary, to address any weaknesses.

13. INDUCEMENTS

In relation to the provision of investment and/or ancillary services, National Securities may pay or collect fees, commissions or non-monetary benefits to or from group companies in the sense of Law 4308/2014, as in force, or third parties, provided that the payment or collection is intended to improve the quality of said service to the client and does not prevent the compliance of National Securities with its duty to act honestly, fairly and professionally in accordance with the interests of its clients.

In such a case, National Securities shall notify its client of the existence, nature and amount or method of calculating the fee or commission paid or received or the benefit, as specifically defined in the relevant legal and regulatory framework. Fees or commissions paid or received or the benefit which allow or are necessary for the provision of investment and/or ancillary services such as custodian fees, transaction, clearing and settlement costs, established or legal fees and which cannot by nature lead to conflict of interest regarding the obligation of National Securities to act in an honest, impartial and professional manner in the best interests of its clients, are not subject to the above requirements of this paragraph.

In this context, National Securities has established an Inducement Management Policy and has evidence that any inducement paid or received by National Securities has been designed to improve the quality of said service to the client.

14. REPORTING TO CLIENTS

Following execution of an order, National Securities shall provide its clients with the respective order execution confirmation including all necessary and essential information, unless otherwise specified by the relevant legislative and regulatory framework. In this context, National Securities shall undertake the following actions in relation to an order:

(a) promptly provides the client, in a durable medium, the essential information concerning the execution of the order,

(b) sends a notice to the client confirming execution of the order as soon as possible and no later than the first business day following execution or, if National Securities receives the confirmation from a third party, no later than the first business day following receipt of the confirmation from the third party. National Securities shall not send an order execution confirmation if a confirmation containing the same information is sent directly to the client by another person.

This information shall include, where appropriate, the cost of the transactions carried out on behalf of the client and the services provided to him.

National Securities shall send to the client for whom it holds financial instruments or funds, on a quarterly basis, a statement of those financial instruments or funds, unless such a statement has been provided in any other periodic statement or if National Securities provides the client with access (through an appropriate application) to an online system, which qualifies as a durable medium, where up-to-date statements can be accessed by the client, as specifically set out in the applicable legislation.

National Securities shall provide its clients, at their request, information concerning the status of their orders.

15. RECORD - KEEPING

For the purposes of the Law, and without prejudice to the legislation on the protection of personal data, National Securities shall keep the following records:

- a record of complaints from investors/clients and the measures taken by National Securities, for a period of at least 5 years.
- a record of orders and transactions either on its own account or on behalf of clients. Such records shall include all information regarding the client's identity, categorization, information about their appropriateness

assessment, aggregation and allocation of their orders, execution of such orders, periodic client reporting, financial instruments held by National Securities, and any other information related to clients and required by the Law.

- a record of the rights and obligations of National Securities and of the client based on the agreement between them and any supplementary document, as well as the client's assessment, which is maintained for at least the entire duration of the relationship with the client.
- client order handling record.
- a record on the protection of client assets.
- client information record, such as the relevant disclosures made by National Securities.
- a record on client communication, such as marketing announcements.
- a record based on organizational requirements, such as disclosure of conflicts of interest and inducements.

16. COMPLAINTS HANDLING

National Securities has established and applies procedures for the submission of complaints and reports by its clients, as well as for their appropriate and direct investigation in order to settle disputes that may arise from the provision of investment and/or ancillary services. Complaints may be submitted by all existing or potential clients for free. The outcome of the examination and the relative position of National Securities shall be communicated to the clients/investors clearly, in plain and understandable language, within a reasonable time frame from the receipt of the complaint/report, taking into account its complexity.

The Company provides its clients with the Special Complaint Form which is available at the Company's headquarters and branches as well as at www.nbgsecurities.com

Written complaints shall be submitted:

a) By delivery at the Company's offices (Customer Service Department)

b) Through the network of the Company's Branches

c) By sending an e-mail to customer.care@nbgsecurities.com

The potential client, after reviewing the information contained herein and having requested any clarification from a competent National Securities executive, will be required to sign a document confirming that he has received and understood the content of this Bulletin. Depending on the products and/or services to be chosen by the client, National Securities may provide to, or request from, the client additional information.