|  |
| --- |
| **DRAFT POWER OF ATTORNEY FOR THE CONCLUSION OF LOANS, NOTARIZED BY A NOTARY PUBLIC OR A CONSULATE** |
| On DD/MM/YYYY, the following person (*provide name, surname, name of father, name of mother, occupation, place and date of birth, place of residence and precise address, full ID/passport particulars – i.e. number, date of issue and issuing authority – TIN and competent Tax Office*:) .................. ..................... ...................... ........... .................. ........................ ........................ .................... ..................... .................... .............. ...................... ................ (hereinafter "the Principal") appeared in person and declared that he/she hereby appoints as his/her attorney-at-fact, proxy, representative and process agent (*provide full details, as above, of the Agent:*) ...................... ....................... ................. ................... .................. ....................... ..................... ...................... ................. ................. .................... .................... ................ (hereinafter "the Agent"), to whom the Principal grants the power and right to act in the name and on behalf of the Principal and carry out the following: [Note: If more than one agents are designated, it should be clearly stated whether such agents are authorized to act only jointly or each one separately].To receive from National Bank of Greece S.A. (NBG), 1. PRE-CONTRACT INFORMATION:

by signing any relevant document of receipt, all pre-contract information set out under Law 4438/2016, including, without limitation, the GENERAL INFORMATION ON HOUSING LOANS form, an indicative loan repayment schedule, the EUROPEAN STANDARDIZED INFORMATION SHEET (ESIS) – INITIAL OFFER corresponding to the pre-approved housing product accompanied by an Indicative Repayment Schedule, the form stating the documentation related to the property that is financed or offered as collateral and required for the technical and legal review, a binding offer letter, the EUROPEAN STANDARDIZED INFORMATION SHEET (ESIS) – BINDING OFFER corresponding to the approved housing product accompanied by an Indicative Repayment Schedule, as well as a draft loan agreement.1. CONCLUSION OF LOAN:

To enter into an agreement with NBG, by signing any relevant - by virtue of a notary deed or private document – loan agreement of any kind and up to any amount, [Note: The Principal may set the maximum amount up to which the authorized person shall enter into loan agreements on the Principal’s behalf];at any simple and default interest rate, and interest compounded, as well as with any related fees and under any terms, agreements, deadlines and securities in rem or not. 1. GRANTING OF MORTGAGE/PRENOTATION REGISTRATION RIGHTS:

To entitle the authorized person to register a mortgage prenotation in favor of NBG or to consent to the registration of a mortgage prenotation (being present on behalf of the Principal against the competent Court or by appointing an attorney-in-fact) up to the amount set by the Bank --and following their opinion regarding the amount-- on any property owned by the Principal in Greece, as well as to establish any pledge on movable property, any kind of holdings or claims in general in security of the said loans, and their principal in particular, of any interest and compound interest, as well as of any additional claims, whether secured or to be secured through the said mortgage according to the Bank’s opinion, arising from taxes, fees, levies, legal and any expenses incurred, etc.1. CONCLUSION OF SPECIFIC TERMS AND CHARGES:

 To enter into, having read carefully and having been provided with all necessary clarifications by Bank, the specific terms of the loan or other agreements, i.e. terms regarding the loan amount, its duration, interest rate and the charges applying thereto, its adjustment and any respective terms, etc. In addition, within this context, to undertake responsibilities (i.e. regarding joint and several liability, co-debtors or provision, as the case may be, of additional collateral), to enter into the Principal's charges, penalties and discounts (and the Bank’s respective claims), in cases of default interest or breach of the Principal’s liabilities, i.e. the imposition of default and compound interest, expenses, etc., termination and declaration of the loan as due and payable, and in general to execute, accept, promise and withdraw from such agreements, even if such an act entails loss of rights and undertaking of obligations. Also, in the event of dues to NBG arising from past loans (entered into with the Bank or its licensors) or from any other cause, to consent to the withholding by the Bank of any proceeds of the loans to be granted for the purpose of repaying said dues, whatever the amount, as per the computation of such debt by the Bank in its books and accounts. |

|  |
| --- |
| 1. PROVISION OF GUARANTEE:

To guarantee against the lending Bank in the name and on behalf of the Principal the smooth and full repayment of the loan and any dues of the Principal Obligor, being liable without limitation and severally against the lending bank as Principal Obligor, and waiving the benefit of discussion and objection, as well as the rights under articles 853, 862-863, 866-868 of the (Greek) Civil Code, and in the capacity of the guarantor to grant --as regards any property of the Principal and up to any amount-- the right to register or to consent to the registration of a mortgage prenotation (being present against the competent court or appointing an attorney-in-fact). 1. CONCLUSION AND EXECUTION OF AMENDMENTS TO LOAN TERM(S):

To enter into and sign in the name and on behalf of the Principal: amendments of the loan term(s), deeds, transfer deeds under the legal relationship, deeds regarding the capitalization of interest, loan restructuring deeds, debt rescheduling deeds, amendments in mortgage ranking, as well as additional deeds regarding provision of mortgage in security of the claims of the lending bank in general, arising from all the aforementioned deeds.1. APPLICATION OF A LOAN-LINKED DEPOSIT ACCOUNT OPENING, CONSENT TO CREDIT THE LOAN PROCEEDS TO IT, SIGNING RELEVANT DOCUMENTS:

Furthermore, the authorized person is authorized by the Principal: a) to apply for the opening of a deposit account, linked to the loan, and to consent to the deposit of the loan amount into this linked deposit account (whether new or existing), in whole or in part, depending on its purpose, by signing the relevant vouchers;8. ORDER AND AUTHORIZATION TO THE BANK FOR ANY ACTION TO FREEZE THE ESTIMATED AMOUNTS IN THE LOAN- LINKED ACCOUNT, RELEASE AND DEBIT OF AN EXACT AMOUNT RELATED TO THE PRINCIPAL 'S REQUEST:b) to give the Bank the order and authorization by signing any document required for this purpose, prior to the necessary checks/actions related to the Principal’s application (for example, one-off expenses for the valuation of the property to be mortgaged in security of the loan, legal review of its titles, the issuance of the decision of the competent Justice of the Peace regarding the registration of a mortgage prenotation, registration and discharge of mortgage and mortgage prenotation in the competent Registry of Deeds/ Land Register, the provision of any certificates related to the aforementioned Decision to the NBG branch responsible for granting the loan), to take any action required and block the Principal’s aforementioned linked deposit account on the basis of the estimated amounts, and then unblock this amount and charge the account with the specific amounts, which shall have been determined as per the Bank’s Rates & Charges presented to him; c) in the event, however, that the balance of the Principal’s said linked deposit account is insufficient, to provide the Bank with the order and authorization to debit the account with the equivalent of the expenses related to the controls/ actions already conducted following the aforementioned (under par. b) including the Principal’s application, any deposit account held by the Principal with the Bank.9. APPOINTMENT OF PROCESS AGENT:To appoint for the loan agreements to be executed (through a notary deed or private document), as per article 142 par. 4 of the (Greek) Code of Civil Procedure, an agent of the Principal residing in Greece, to receive any out-of-court or procedural documents or deeds relating to the loan agreements already executed or to be executed, including without limitation all enforcement deeds (including also the dispossession proceedings under article 943 of the (Greek) Code of Civil Procedure).10. INSURANCE OF MORTGAGED PROPERTY:To insure the properties mortgaged or assigned as prenotation in favor of NBG against fire and earthquake (or other cause) and order their insurance against fire and earthquake (or other cause) to the aforementioned Bank and to assign to him irrevocably any claim against the insurance company, in the event that the insured risk occurs. 11. COLLECTION, MAINTENANCE, PROCESSING OF PERSONAL DATA:In addition, the Principal who has appeared before me assigns the aforementioned authorized person the right, order and authorization to be informed by the Data Controller National Bank of Greece S.A. about the Privacy Statement regarding the collection, maintenance (in electronic or other records) and processing by the Bank of the Principal’s personal data, which Statement is available at the Bank's branches and on its website[www.nbg.gr](https://www.nbg.gr) and undertakes the obligation to notify promptly the Bank of any change in his personal data. To receive information regarding the “Provision of Consent and Summary Privacy Statement” upon the commencement of the business relationship between the Principal and the Bank or in the event of any change in the Principal’s personal data, and to declare if the Principal wishes and gives his consent for the Bank to process his data whereby the Principal to may be updated about new products and/or services offered i) by NBG and its Group companies, and ii) by other companies, which are offered by the Bank and match the interests and preferences of the Principal, whether via sms, email, telephone and/or post. When submitting an application for a loan or credit card, the Principal shall be informed by the Bank about the Tiresias S.A. Credit Profile Databank and the respective processing that the Bank is entitled to perform in the context of preparing, running and monitoring the relevant credit agreements entered into with the Principal. 12. SOLEMN DECLARATIONS, SIGNING OF ACTS, POWER OF ATTORNEY:Furthermore, to sign any solemn declaration as provided for by Laws 11/1973, 1337/1983, 1577/1985, 1599/1986, 2238/1994, 2242/1994, 2308/1995, 2459/1997 and/or any declaration required and act and enter into any deed, even if it is not listed in this document but is necessary for the completion of the said orders, and appoint more agents with all or some of the aforementioned orders and authorizations.To represent him before the competent Tax Offices and request and receive any kind of certificates, as well as before any Public or Municipal Authority or Organization, etc.13. POWER OF ATTORNEY:Last, the Principal declares that the mandate and authorization assigned through this document shall apply and not cease, even if an event included in articles 222, 223 and 726 of the (Greek) Civil Code occurs. In addition, this authorization shall not cease to apply due to any other legal reason, except for the day after a notarial deed regarding its revocation has been served to National Bank of Greece by a process agent (including copies of the account number of the loan that may already have been granted), and the Principal hereby declares that he henceforth recognizes any action and activity of his authorized person or any other authorized person assigned by him by virtue of this document, with these same and/or fewer orders, as being valid and final as if performed by himself. |

|  |
| --- |
|  Note: In the event that the Principal accepts and in addition wishes that the authorized person receives the loan amount, the following mandate shall be added: DRAWDOWN OF THE LOAN PROCEEDS:To collect the amount (proceeds) of the loan(s) executed or to be executed in the name of the Principal (solely for meeting the purpose of the loan) through the NBG linked account held by the principal, and to this end sign any receipt required for this purpose, order for payment, or other document. Note: In the case of a loan or, in general, an agreement (debt rescheduling, currency conversion) requiring registration of a mortgage prenotation (appearance in court), the Agent shall be a lawyer, and an authorization to the said lawyer must be added at the end of the aforementioned power-of-attorney (otherwise, if the authorization applies only for the registration of the mortgage prenotation, this should be specifically stated), with the following content: In addition, the Principal declares that:he/she assigns as his/her authorized person, representative and agent the lawyer ......................................................... (Reg. No of Bar Association.........) to whom he/she gives the irrevocable order and authorization to be present on his/her behalf before the competent court (enforcement proceedings) and consents to the registration of a mortgage prenotation in favor of National Bank of Greece SA in security of the loan agreement executed between the Principal and NBG (state, as the case may be: in security of debt restructuring deed or of an agreement to convert the currency of a loan, or in security of the Bank against a Principal’s guarantee provided in favor of the Principal debtor), on the Principal’s property as described hereinbelow and up to the amount of .............. (both the property and the mortgage amount should be specified).   |
|    |

|  |
| --- |
|   |