



HELLENIC EXCHANGES – ATHENS STOCK EXCHANGE SA (ATHEX)

General Terms and Conditions for Digital Certificates and Timestamping Service

Version 2.2 – 14.12.2022

Versions' History

Version	Date	Amendments
1.0	1.5.2020	Original document
1.1	28.5.2020	Syntactic corrections and Addition of Introduction
1.2	31.8.2020	Amendment of Article 8 concerning the processing of personal data
1.3	6.10.2020	Small amendment to Article 8
2.0	26.3.2021	Update of the Policy. Consolidation of the general terms and conditions of all products and addition of obligations and guarantees of the contracting parties for digital certificates and code signing. Removal of specific means of communication.
2.1	16.6.2022	Syntactical and clarifying amendments, addition of liability conditions for qualified certificates, addition of terms and conditions related to remote identification proofing method.
2.2	14.12.2022	Remove subscriber's obligation related to timestamp service

Without prejudice to any other right, ATHEX shall retain all intellectual property rights as regard to the content of this document, no part of which shall be photocopied, copied, stored, translated or transmitted to third parties by any means without its prior written permission.

The following conditions govern the contract for the supply and use of digital certificates of electronic signature or electronic seal or machine/website authentication or client authentication and / or use of the timestamping service (hereinafter "digital certificates") agreed between:

a) the societe anonyme under the name "HELLENIC EXCHANGES - ATHENS STOCK EXCHANGE SOCIETE ANONYME", with GCR (General Commercial Registry) number 003719101000 based at 110, Athinon Avenue in Athens (hereinafter the "Athens Stock Exchange" or ATHEX), and

(b) the contracting party (hereinafter Subscriber) whose particulars are listed on the application.

Introduction

a. The Athens Stock Exchange is a qualified "Trust Services Provider" (TSP) or "Certification Authority" (CA), via the "Public Key Infrastructure" (PKI) and a "Time-Stamping Service Provider" or "Time-Stamping Authority" (TSA) via the Public Key Infrastructure (PKI) and reliable time sources.

b. The ATHEX Certification Authority has been registered with the Hellenic Telecommunications and Post Commission (EETT), which constitutes the National Regulatory Authority, and the qualified services are periodically audited by accredited Conformity Assessment Body, as specifically provided for in the European and Greek legislation (EU 910/2014 and the Regulation on the Provision of Trust Services by EETT Decision No 837 / 1B, Official Government Gazette 4396 / B / 14/12/2017). Therefore is legally authorized to issue all types of certificates for qualified electronic signatures / seals and qualified certificates of authentication of websites that have the highest degree of security provided for by the relevant legislation.

c. In accordance with the above and in conjunction with the Greek and European legislation: (i) the qualified electronic signature based on a corresponding qualified certificate, has the equivalent legal effect of a handwritten signature, according to the substantive and procedural law, determines exclusively the identity of the signatory and provides full proof of the authenticity of the electronic document, bearing it, against any third party; (ii) the qualified electronic seal based on a corresponding

qualified certificate is evidence of the integrity of the data and the correctness of the origin of the data to which it relates; (iii) the PSD2 qualified electronic seal and website authentication certificates meet the specifications set out in Commission Delegated EU Regulation 2018/389 of 27 November 2017 supplementing Directive (EU) 2015/2366 of the European Parliament and the Council as regards to technical standards for strong customer authentication and common and secure communication standards.

1. Main information and scope of the Agreement

1.1. Depending on the usage purpose of the digital certificate (such as electronic signature or seal), the Athens Stock Exchange may generate "electronic signature / seal creation data" (i.e., electronic private encryption keys) which it shall securely transfer (i) either to a personalized for the subscriber personal carrier of a "qualified signature creation device" (hereinafter referred to as a hard token which is a chip embedded in a smart card or USB token) (ii) or to a shared remote "qualified signature creation device" with a personalized for the subscriber personal account accessible by an Internet browser (hereinafter referred to as remote sign) (iii) or to an electronic file PKCS # 12 (hereinafter soft token). In addition, it will issue and manage digital certificates for the subscriber's respective "verification data" (public encryption keys) based on the corresponding policy described in the document "Certificate Policy and Certificate Practices Statement for ATHEX Root CA G3 and ATHEX RSA Root CA G4 R1 Certificates" (hereinafter "Policy") published on <https://www.athexgroup.gr/web/guest/digital-certificates-pki-regulations>, which is agreed to be incorporated solely by its reference and is an integral part of this agreement.

1.2. The Athens Stock Exchange, as a qualified "Time-Stamping Service Provider" or "Time-Stamping Authority" (TSA), via the "Public Key Infrastructure" (PKI) and reliable time sources, issues qualified timestamps based on policy "Qualified Timestamping" described in the relevant Policy.

1.3. The subscriber declares that he or she is aware of the Policy, especially of the terms, conditions and restrictions that it specifies. In this context, she/he will be entitled to make use of the above electronic keys, the carrier (hard token or remote sign or soft token) that activates them and the electronic signature certificates corresponding to them, for the entire period of their validity.

1.4. In case the subscriber chooses to use the "remote sign" carrier for signing documents, then he or she also uses "as one" the qualified electronic timestamping service of Athens Stock Exchange. In the case of hard token, timestamps may be used

in any application (such as Adobe Acrobat Reader). The purpose of using timestamps is to demonstrate that data existed in it before a certain time. The terms of use of timestamps are mentioned in the relevant Policy.

2. Application Approval - Mailing carrier & PIN or E-mail with username and password - Initial Activation - Key Archiving

2.1. The entry into force of this Agreement shall not occur without the approval of the subscriber's application by the Athens Stock Exchange and the subsequent issue and sending of the relevant certificates to the subscriber in accordance with the Policy. The Athens Stock Exchange must approve the application within five (5) working days from its receipt, after having checked the integrity of the applicant subscriber's particulars and supporting documents. In his/her application the subscriber states the type of certificates he/she wishes to issue on his/her behalf, e.g. Remote Signature. The application data shall be submitted to ATHEX by the subscriber in any appropriate means, e.g. electronically or in person, followed by the confirmation of the completeness of the subscriber's particulars and supporting documents. Especially in the case of qualified certificates, the identification methods comply with Article 24, par. 1 of Regulation (EU) 910/2014. In addition, the identification methods for all types of certificates are performed in accordance with Chapter 3 of the relevant Policy.

2.2. Where required information is missing from the application or the supporting documents or the remote identity proofing procedure does not meet the requirements of Ministerial Decision 27499 EX 2021 - Government Gazette 3682/B/10-8-2021, the Athens Stock Exchange may i) reject the application; or ii) request any missing information or documents required for the approval by the subscriber; or iii) repeat from the beginning the remote identification proofing procedure, in accordance with the relevant Policy; at its discretion, it may also set a deadline to that end, under the penalty to conclusively reject the application.

2.3.

2.3.1. Hard Token: Once the application is approved, the created key pairs and the relevant issued certificates are safely stored on the hard token, which is mailed to the subscriber. When the Athens Stock Exchange confirms that the hard token has been received by the subscriber, it sends the hard token code (PIN), which is necessary for the use of the private keys and certificates contained therein.

2.3.2. Remote sign: Once the application is approved, the subscriber receives his/her personal activation code and username to access the online registration and activation application. The subscriber's keys and relevant certificates are created and

stored in the qualified remote carrier as soon as the subscriber completes this procedure.

2.3.3. Soft Token: Once the application is approved, the created key pairs and the relevant issued certificate are safely stored on the soft token, which is electronically sent to the subscriber. The PIN for the soft token is also sent.

2.3.4. Certificate: Once the application is approved, the Athens Stock Exchange shall issue the certificate which is sent to the subscriber.

2.4.

2.4.1. Hard Token: Upon their issuance by the Athens Stock Exchange, the qualified personal certificates of the subscriber shall be placed - for security reasons - in a state of "Suspension" ("pause or suspension of certificate" - "suspended mode") until the subscriber requests their activation,

2.4.2. Remote Sign: Upon their issuance by the subscriber, his or her personal certificates shall enter into force and shall be used by him or her with the exclusive use of the personal password and personal one time password (OTP).

2.5.

2.5.1. Hard token: The unreserved acceptance of the hard token (with the private encryption keys and certificates) and of the PIN of the hard token by the subscriber, and particularly his or her request to activate the certificates, implies his or her acceptance of the correctness of the information they contain, and his/her full knowledge of the commitment and responsibilities he or she undertakes by using the digital keys and certificates, as defined herein and in the relevant Policy of the Athens Stock Exchange, as well as in the applicable legislation.

2.5.2. Remote sign: The unreserved enrollment of the personal certificate in the remote carrier (where the private encryption keys and certificates are stored), the personal password and the personal one-time password (OTP) by the subscriber, all of which are exclusive, implies his or her acceptance of the correctness of the information they contain, and his or her full knowledge of the commitment and responsibilities he or she undertakes by using the digital keys and certificates, as defined herein and in the relevant Policy of the Athens Stock Exchange, as well as in the applicable legislation.

2.5.3. Soft Token: The unreserved acceptance of the soft token (where the private encryption keys and certificates are stored) and PIN by the subscriber, and particularly his or her request to activate the certificate, implies his or her acceptance of the correctness of the information they contain, and his or her full knowledge of the commitment and responsibilities he or she undertakes by using the digital keys

and certificates, as defined herein and in the relevant Policy of the Athens Stock Exchange, as well as in the applicable legislation.

2.5.4. Certificate: The unconditional receipt of the certificate by the subscriber implies his/her acceptance of the correctness of the information contained therein and the full knowledge of the commitment and his/her responsibilities in the use of the certificate, as defined herein, in the relevant Policy of the Exchange Athens, as well as in the applicable legislation.

3. Duration/Expiration/Renewal - Revocation/ Activation - Termination of Agreement

3.1. The agreement shall have a duration equal to the duration of the certificates issued for the subscriber, which is one (1) or two (2) or three (3) years or some days from the issue date and ending on the "expiry date" of these certificates, which is indicated on them. In case of the remote identification proofing method, the duration of the certificates issued can be in the order of days. The obligations of both parties foreseen hereunder, and under the relevant Policy of the Athens Stock Exchange, following the expiration or revocation of the certificates, shall continue to bind the respective parties.

3.2. Renewal of the certificates implies the issuance of new keys and certificates (on a new hard token or soft token) for the subscriber. The Athens Stock Exchange, maintaining the initiative to propose the renewal or not of its certificates to the subscriber, shall inform the subscriber at least 20 days prior to the expiration of the certificates by sending the relevant notification.

3.3. In case of violation of the terms of this agreement or the relevant Policy of the Athens Stock Exchange by the subscriber, or in any other case provided for in the relevant Policy, the Athens Stock Exchange shall revoke the certificates of the subscriber (by adding the serial identification numbers of these certificates in the published Certificate Revocation List (CRL), and with the corresponding reply of the OCSP server), informing the subscriber about it. Additionally, Athens Stock Exchange revokes these certificates in case it is informed by any appropriate means that the subscriber has no longer actual, legal and exclusive control of the private keys or the hard token.

3.4. Upon the expiry or revocation of the subscriber's certificates, he or she shall not make any use of the hard token or remote sign or soft token and the associated encryption keys and certificates.

3.5. The revocation of the certificates should be requested by the subscriber himself or herself (for his or her own protection) in the event of exposure of his or her keys or PIN or the password for the remote sign or soft token or OTP to third parties or

following the loss of hard token; in that case, the Athens Stock Exchange, after verifying the origin of the request, shall proceed to immediately process it.

3.6. The verification of the origin of the request for revocation or for activation of the subscriber's certificates by the Athens Stock Exchange, in case this is done by telephone or other electronic means provided for (e.g. web form, or gov.gr or e-mail) shall be done by any appropriate means. In case of an emergency certificate revocation situation the procedure is carried out by calling the emergency certificate revocation line at +30 6951007878.

4. Obligations, warranties and liability limitation of the Athens Stock Exchange - Upper liability limit of the Athens Stock Exchange

4.1. The Athens Stock Exchange has the following obligations to the subscriber: (a) create a pair of cryptographic keys on hard token, observing every procedure prescribed by the Policy for qualified certificates; (b) create a personal subscriber account for creating a pair of cryptographic keys for remote sign, observing every procedure prescribed by the Policy; (c) issue and manage digital certificates for the above pairs of keys of the subscriber, complying with the Policy; (d) revoke the subscriber's certificates when he or she so requests and publish the Certificate Revocation List at regular intervals, while the OCSP server must respond to the status of any certificate, in accordance with the procedures and conditions of the relevant Policy of the Athens Stock Exchange; (e) publish the issued Policies, as well as any modification thereof; (f) ensure that Time-Stamping Units (TSUs) are synchronized with the coordinated universal time (UTC), with a deviation of ± 1 second; and (g) provide continuous access to the electronic time-stamping service other than in special cases such as: planned technical interruptions, loss of synchronization time and other causes described in the relevant chapter of the Policy..

4.2. The Athens Stock Exchange operates the Provision of Trust Services in accordance with the Policy and the relevant provisions of eIDAS, EETT and ETSI regulations.

4.3. Against the subscriber and third parties with which it trades electronically through the use of certificates, the Athens Stock Exchange guarantees: (a) the accuracy of all information contained in the certificate at the time of its initial activation (in case of hard token use) or at the time of subscriber's enrollment in the remote sign, as well as the existence of all the information required for its issuance, in accordance with the relevant Policy of the Athens Stock Exchange; (b) that the subscriber, whose identity is certified in the certificate, at the time of receipt of the

hard token or soft token or at the moment of subscriber's enrollment in the remote sign, holds the signature creation data (private key) corresponding to the signature validation data mentioned in the certificate (public key), which can be used supplementarily; (c) that the revocation of subscriber's certificates shall be published within 24 hours of the verification of the identity of the applicant, always in accordance with the terms and procedure described in the relevant Policy of the Athens Stock Exchange; (d) that, at the time of the issuance of a device/website authentication certificate Athens Stock Exchange (i) implements a procedure for verifying that the subscriber either has the right to use, or has control of, the Domain Name(s) and IP address(es) listed in the subjectAltName extension (or, in the case of Domain Names, is delegated such right or control by someone who has such right to use or control), (ii) follows the procedure when issuing the certificate and (iii) accurately describes the procedure in the Policy; (e) that, at the time of the issuance of a machine/website authentication certificate Athens Stock Exchange (i), implements a procedure for verifying that the Subject authorized the issuance of the Certificate and that the Applicant Representative is authorized to request the Certificate on behalf of the Subject, (ii) follows the procedure when issuing the certificate and (iii) accurately describes the procedure in the Policy; (f) that, at the time of the issuance of a machine/website authentication certificate Athens Stock Exchange (i) implements a procedure for verifying the accuracy of all of the information contained in the Certificate (with the exception of the subject:organizationalUnitName attribute), (ii) follows the procedure when issuing the certificate and (iii) accurately describes the procedure in the Policy; (g) that, at the time of the issuance of a machine/website authentication certificate Athens Stock Exchange (i) implements a procedure for reducing the likelihood that the information contained in the Certificate's subject:organizationalUnitName attribute is misleading, (ii) follows the procedure when issuing the certificate; and (iii) accurately describes the procedure in the Policy; (h) that, if the Certificate contains Subject Identity Information, Athens Stock Exchange (i) implements a procedure to verify the identity of the Subscriber in accordance with the specifications of the standards, (ii) follows the procedure when issuing the certificate and (iii) accurately describes the procedure in the Policy; (i) that, if Athens Stock Exchange and Subscriber are not Affiliated, the Subscriber and Athens Stock Exchange are parties to a legally valid and enforceable Subscriber Agreement that satisfies these Requirements, or, if the Athens Stock Exchange and Subscriber are the same entity or are Affiliated, the Applicant Representative acknowledged the Terms of Use; (j) that Athens Stock Exchange maintains a 24 x 7

publicly-accessible Repository with current information regarding the status (valid or revoked) of all unexpired Certificates; and (k) that Athens Stock Exchange will revoke the certificate for any reason as described in the Policy.

4.4. EV Certificates' Guarantees: The Athens Stock Exchange informs that for the issue of EV Certificates for the period they are valid, it followed the requirements of EV Guidelines by the Certification Authority Browser Forum. The Athens Stock Exchange does not bear any responsibility in case these applied requirements prove to be wrong later.

4.5. The above guarantees are provided by Athens Stock Exchange only for the use of its certificates and for the use of time-stamping service by the subscriber, in accordance with the restrictions and terms set out in its relevant Policy.

4.6. The Athens Stock Exchange shall not be liable to any party (subscriber or third party), if its actions were in accordance with the provisions of the relevant Policy, apart from cases of fraud and serious negligence. The Athens Stock Exchange shall not be liable for any malfunctioning of its services in cases of force majeure, including but not limited to earthquakes, floods, fires, etc., including cases of black-out, problems in network communication and in general in cases of any outside obstacle that may prevent the smooth delivery of its services and is not attributed to it.

4.7. The Athens Stock Exchange shall not be liable for any indirect or consequential damage, criminal or disciplinary action or punishment, foregone profits or any other indirect consequences suffered by the subscriber on the occasion of the use or his or her reliance on a certain certificate or the use of electronic time-stamping service. For the purposes of this paragraph, the term "damage" means a partial loss or decrease in value as well as a full or total loss.

4.8. Lastly, the Athens Stock Exchange, unless otherwise provided for herein or the relevant Policy governing the requested certificates and timestamp, shall not warrant nor be liable for the adequacy, quality, lack of error or fitness for a particular purpose of all relevant services, products and documentation provided or offered by it. The services and products are provided to the subscriber by the Athens Stock Exchange, and the liability for whether they are suitable for the desired purpose or whether they should be used or not shall lie exclusively with the subscriber.

4.9. Regarding EV certificates, the maximum total liability is € 2,000 for each certificate. The maximum total liability of ATHEX against anyone is limited to a total claim limit of EUR one million (1,000,000), irrespective of the nature of the liability and the category, the amount or the extent of any damage suffered.

4.10. Regarding qualified certificates, the maximum total liability is € 2,000 for each certificate. The maximum total liability of ATHEX against anyone is limited to a total claim limit of EUR one million (1,000,000), irrespective of the nature of the liability and the category, the amount or the extent of any damage suffered.

5. Obligations and responsibilities of the Subscriber

5.1. The subscriber must: (a) be up-to-date and well aware of how signature creation data, electronic signature certificates and their carriers are used, and generally understand the operation of public key infrastructure (PKI) before taking any related action or using his or her certificate; (b) have read, understood and agreed to all the terms and conditions set out in the relevant Policy of the Athens Stock Exchange; (c) provide accurate and full information in the application for the issuance of certificates and check their correctness on the certificates before his or her request for their "Initial Activation" in case of using hard token or when enrolling in case of remote sign, requesting their immediate revocation in case of error; (d) in the case of remote identification proofing, ensure that the process is carried out with sound and image quality that allows identification with a sufficient degree of certainty and without restrictions; (e) in the case of remote identification proofing by videoconferencing, that it takes place in real time he or she does not interrupt or pause the procedure; (f) in the case of remote identification proofing, follow the instructions given to the subscriber in order to verify his or her identity; (g) in the case of remote identification proofing submit a mandatory electronic solemn declaration of the Single Digital Portal of the Public Administration, in which he or she states in detail his or her data and his or her will to proceed to the issuance of an qualified certificate; (h) present an authentic identification document that is not in a bad condition, to the extent that it does not allow the verification of its authenticity; (i) immediately inform the Athens Stock Exchange of any changes to the particulars submitted in his or her application, and request without delay the revocation of his or her certificates, in any case where he or she suspects or is aware that the signature creation data was in any way exposed to third parties; (j) use, in order to create a signature, exclusively the hard token or remote sign or soft token that has been assigned to him or her in a manner appropriate and in accordance with the relevant instructions and not to attempt to extract his or her signature creation data to another carrier; (k) change and properly safeguard the PIN or personal password and personal one-time password (OTP), based on the instructions provided upon delivery, and never expose it to any third party; (l) protect his or her private keys and their carrier (in case of hard Token use) against damage, loss, disclosure, exposure, alteration or any unauthorized or

unlawful use thereof; (m) in cases of Code Signing Certificates he or she shall create and use for any device private keys in a safe way, as it is described in the established best practices for Code Signing. The password used by the subscriber for the distribution of the private key should be automatically created and its length should be at least 8 characters and should contain capital letters, lowercase letters, numbers and symbols; (n) avoid, with a penalty of compensation of the Athens Stock Exchange or any other injured third party, acts of alteration, modification, illegal copying and / or misuse of the signature creation data, certificates, hard token or soft token and any software provided by the Athens Stock Exchange and the information (lists, revocation lists, policy texts, etc.) published by the Athens Stock Exchange on its website; (o) install the website authentication certificate only in systems accessible with the subjectAltName(s) of the certificate; (p) use the certificate in accordance with all the provisions in force, this Agreement and the terms of use; (q) terminate the use of private keys corresponding to the public keys included in the certificates when these are revoked for reasons of exposure of private keys to third parties in any way or loss or theft of private keys; (r) respond immediately to the instructions of the Athens Stock Exchange about the exposure of the private key to third parties in any way or improper use of the private key or theft of the private key and to stop its use if any information of the certificate becomes inaccurate or untrue; (s) be aware and accept that the Athens Exchange reserves the right to immediately revoke the certificates in case the subscriber violates the terms of this contract or the certificate is found to be used in criminal activities, such as phishing attacks, fraud or malware distribution.

5.2. The subscriber declares that she/he is fully informed and knows everything about his/her rights and obligations, as well as all possible conditions and hazards involved in electronic communication supported by the trust services provided by the Athens Stock Exchange. Therefore, they recognize that any invocation by them of loss of the carrier, leakage of PIN or their personal password or in general of inaccuracy of the certificate shall be void, inadmissible, unfair and contrary to good faith.

5.3. The subscriber shall be exclusively responsible and obliged to repair damage caused to any third parties based on his or her signature. Particularly he or she shall be obliged to indemnify the Athens Stock Exchange for any damage suffered directly or indirectly as a result of the breach of his or her obligations hereunder and under the terms of the relevant Policy governing the use of the requested certificates.

5.4. The Subscriber must not assign his/her rights or transfer the obligations to third parties under this Agreement. Any attempt to assign or authorize a third party shall be considered invalid.

5.5. EV Certificates' Guarantees: The Subscriber additionally guarantees: (a) in case of Code Signing Certificates he or she signs a code that follows the requirements set out by the last Code Signing Guidelines of CA/Browser Forum; (b) he or she fully complies with the provisions in force; (c) he or she uses the certificate for legal and authorized purposes; and (d) in the following cases, the use of the certificate should be stopped immediately and the Athens Stock Exchange should be informed, so that the request for its revocation can take place: (a) in the case of EV Coding Signing certificate, if there is a suspicion that the certificate was used for the signature of suspected code; (b) when any information on the certificate becomes inaccurate or incorrect or (c) if there is an actual or suspected exposure the private key to third parties in any way or in case of improper use of the private key or theft of the private key.

6. Obligations of trusted third parties

In the case of time-stamping services, the relying Third Party must verify that the certificate of the time-stamping unit has not been revoked, is qualified, is issued by the Athens Stock Exchange and that the issuer of the time-stamping unit has not been revoked. If this verification takes place after the validity period of the certificate has expired, the Third Party must follow the instruction set out in the Annex of ETSI EN 319 421 V1.1.1(2016-03). The Third Party must take into account any restrictions in the use of the electronic time-stamping service in accordance with the present Agreement, the Policy and any precautionary measures mentioned by the Athens Stock Exchange.

In the case where the remote identification proofing process is outsourced to a third party, when the third party completes the remote identification process, it shall transmit to the Athens Exchange, via a secure data transmission connection, all data relating to the process, including data on the data sources that used to verify the identity of the identifier and the identification document, the checks carried out and the results thereof. The third party is also required to comply with all requirements and standards of Ministerial Decision 27499 EX 2021 - Government Gazette 3682/B/10-8-2021.

7. Property and rights on products and trademarks

7.1. The Athens Stock Exchange reserves all intellectual property rights on its databases, the contents of its electronic pages, the certificates of electronic signature

it issues, the trademarks and logos, its practices, as well as all the texts it publishes. The subscriber shall not acquire rights of any kind on the trademarks, service marks, product names, algorithms, techniques, etc. of the Athens Stock Exchange, its suppliers or any third-party organization which the Athens Stock Exchange works with in providing its services.

7.2. The remote carrier for the remote sign, where the private keys are produced and stored and the certificates of the subscriber are stored, is and remains the property of the Athens Stock Exchange and he or she is exclusively granted the right to use it for the period that the certificate is valid.

7.3. The Athens Stock Exchange may request from the subscriber the return of hard tokens or the discontinuation of the use of the remote sign during the validity period of the certificates, and simultaneously with their immediate revocation, the Athens Stock Exchange will refund to the subscriber the subscription fee according to the part of the remaining time until the normal expiration of the certificates.

8. Personal Data Processing

8.1. The Athens Stock Exchange, in its capacity as the Controller, processes the personal data of the subscriber that it collects through this application - contract, or through the remote identification proofing process (such as taking videos, facial photographs and photographs of identification document), solely and exclusively for the purposes of (i) the provision of digital signature services as described in this Agreement in the context of Athens Stock Exchange's role as a Qualified Trust Service Provider; and (ii) the remote identification of the subscriber, in the event that he/she chooses to use this method of identification..

8.2. The legal basis of the processing: i) for the above purpose (i) is that the processing is necessary for the performance of this contract to which the data subject (i.e. the subscriber) is a party and ii) for the above purpose (ii), is the explicit consent of the subscriber, in accordance with the provisions of the Article 15 of the Government Decree 27499 EX 2021 (Government Gazette B' 3682). The consent may be given during the remote identification proofing procedure, after the subscriber has been fully informed of the conditions for its provision.

8.3. The processing of personal data is carried out by taking all necessary organizational and technical measures as provided for in the relevant legal framework (General Regulation (EU) 2016/679 of the European Parliament and of the Council 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" (GDPR), Law No. 4624/2019, v. 3471/2006, v. 2472/1997 etc.) which are reviewed and amended at regular

intervals or when deemed necessary based on new needs and technological developments.

8.4. Such personal data shall be collected exclusively from the subscribers themselves and/or authorized third parties during the registration process or their subscription renewal and kept for at least 7 years from the expiry of the certificates to be used in particular to provide evidence in dispute resolution procedures related to the certification of the digital signatures of the subscriber. In the event that the data is collected but no certificate is finally issued, it shall be retained for a period of two (2) years, in accordance with the legal provisions (Article 14 of YA 27499 EX 2021 (Government Gazette B' 3682)).

8.5. The recipients of the subscriber's personal data are the competent executives of the Athens Stock Exchange for the provision of the service provided under this contract, who have received appropriate training, guidance and information. The recipients may also be executives of companies to which the Athens Stock Exchange assigns the technical support of the systems that support this service and/or the processing of the remote identification proofing procedure on its behalf, provided that they comply with the instructions of the Athens Stock Exchange and the principles and provisions of the Personal Data Protection Law. Finally, the recipients of your data may be competent public bodies and competent audit and supervisory authorities in the context of the Athens Stock Exchange's compliance with its legal obligations as an approved trust service provider, as well as judicial and administrative authorities for the establishment, exercise or support of legal claims, in the context of pursuing the legitimate interest of the Athens Stock Exchange or a third party.

8.6. The subscriber has the following rights, which may be exercised on a case-by-case basis: (a) To know which personal data concerning him are kept and processed by the Athens Stock Exchange (right of access); (b) To request the correction and / or completion thereof, in order to be complete and accurate, by presenting every necessary document from which the need for completion or correction (right of correction) arises, which at the same time constitutes an obligation thereof; (c) To request the restriction of the processing of his data (right of restriction); (d) To refuse and / or oppose to any further processing of his personal data held by the Athens Stock Exchange (right of objection); (e) To request the deletion of his data from the records of the Athens Stock Exchange (right to be forgotten); (f) To ask the Athens Stock Exchange to transfer the data provided to it to any other controller (right to

data portability); and (g) To withdraw his or her consent specifically with regard to the data collected for the purpose of remote identification proofing.

8.7. For the exercise of the above under 8.6. rights, the subscriber may contact the Athens Stock Exchange by physical mail to: Hellenic Exchanges -Athens Stock Exchange S.A.

110, Athinon Avenue, 104 42 Athens

To the attention of: Data Protection Officer (DPO)

or by e-mail to the Data Protection Officer (DPO) of the Athens Stock Exchange at the e-mail address dataprotectionofficer@athexgroup.gr.

8.8. The subscriber has the right to lodge a complaint with the Authority for the Protection of Personal Data (www.dpa.gr), which is the competent supervisory authority for the protection of the fundamental rights and freedoms of natural persons, against the processing of data concerning him or her, provided that he or she considers that his/her rights are being infringed in any way, including the right to a judicial appeal.

9. Pricing Policy

9.1. The subscriber shall pay to the Athens Stock Exchange the amounts set by the latter for registration or renewal fees, the subscription for the issuance and management of certificates, the fees for granting the use of the hard token or remote sign and any other related costs, receiving from it the relevant tax certificates. In case the Athens Stock Exchange rejects the application, the subscriber shall be entitled to receive a refund for any advance payment made.

9.2. By paying such amounts, the subscriber shall fulfill his or her financial obligations to the Athens Stock Exchange for the issuance, supply and management of his or her relevant keys and certificates for the entire period of their validity, being entitled to make unlimited use of them (during such period), in accordance with the terms of the relevant Policy of the Athens Stock Exchange. The electronic services CRL, OCSP as well as the access to all texts published on the website of the Athens Stock Exchange, are available to the subscriber and interested parties free of charge, 24 hours a day, all days of the year.

9.3. With the exception of the cases expressly mentioned herein, the subscriber shall have no other refund right for the money he or she paid, especially in cases of revocation of certificates at his or her request (due to loss or exposure of the carrier or keys) or their revocation by the Athens Stock Exchange due to the fault of the subscriber.

10. General Terms - Final Provisions

10.1. The Athens Stock Exchange reserves the right to amend the terms hereof, as well as to amend the relevant Policies it issues in accordance with the procedures and terms set out in such documents.

10.2. Any kind of declaration, disclosure or information from the Athens Stock Exchange to the subscriber hereunder or under the relevant Policy shall be deemed to have been validly made if done by e-mail or relevant mailing to the addresses or calling the contact telephone numbers given by the subscriber in this application-agreement unless the subscriber has informed the Athens Stock Exchange in writing of any change to such particulars.

10.3. The subscriber may validly inform or notify the Athens Stock Exchange in writing at the address "HELLENIC EXCHANGES – ATHENS STOCK EXCHANGE SA, TRUST SERVICES PROVIDER - 110, Athinon Av., 10442 Athens" or by phone at 2103366300 or by e-mail at: PKICA-Services@athexgroup.gr, for any matter such as settlement of a dispute or complaint or change of his or her particulars or revocation request.

10.4. Where any provision(s) hereof become(s) (wholly or partly) null and void or unenforceable, this shall not render all other provisions unenforceable and this agreement shall be deemed amended in terms of the required deletion or change of the such null and void or unenforceable provision, so that it becomes valid, enforceable, and, as much as possible, consistent with the original purpose of the parties.

10.5. This agreement shall be governed by Greek law and any dispute in relation hereto shall be brought before the courts of the city of Athens, to the exclusive jurisdiction of which the contracting parties shall hereby be subject.

10.6. This Agreement constitutes a full agreement between the contracting parties and replaces any previous or existing agreements or assumptions between the parties concerning its subject matter.