



RESOLUTION No. 2

“Terms of Access to the DSS”

Codified into a single text following the resolutions of the Board of Directors dated 20.10.2014, 17.11.2014 and 26.10.2015

THE BOARD OF DIRECTORS OF THE HELLENIC CENTRAL SECURITIES DEPOSITORY S.A. (ATHEXCSD)

(Meeting 223/28.1.2014)

Having regard to the provisions of article 1, par. 31 and 32 and article 2, par. 5 of the Dematerialized Securities System Rulebook (henceforth the “Rulebook”), as well as the need to regulate the terms of access to the DSS by Operators and General Operators as defined in the Rulebook.

HEREBY RESOLVES AS FOLLOWS:

Scope

1. Any reference in this Resolution to “ATHEXCSD” or the “DSS Administrator” shall be to the “Hellenic Central Securities Depository S.A.”, in its capacity as the Central Securities Depository that provides Registry and Settlement services and as Administrator of the Dematerialized Securities System in accordance with provisions in force and with decision 667/9.12.2013 of the Board of Directors of the Hellenic Capital Market Commission (Government Gazette B’ 3307/24.12.2013).
2. Any reference in this Resolution to “Stock Exchange” or “Athens Exchange” or “HELEX” shall be to “Hellenic Exchanges S.A. Holding”, in its capacity as Market Operator in the sense of par. 9, article 2 of Law 3606/2007.
3. This Resolution sets out the terms, conditions and procedures applied by ATHEXCSD as Central Securities Depository and DSS Administrator for accessing the DSS.

1.1 Persons entitled to access the DSS

1. The DSS may be accessed by Operators, including General Operators, in the sense of the Rulebook, in their more specific capacities according to the Rulebook as a Member/Operator,



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Custodian, Foreign Central Securities Depository and System Administrator. Specifically for the purposes of carrying out the technical operations relating to the settlement procedure in accordance with the provisions of Part 7, Resolution 4 of the Board of Directors, the role of Operator/User in the DSS may also be assumed by ATHEXCSD as DSS Administrator, as specifically set out in par. 1.6 hereof.¹

2. The provisions hereof set out the terms, conditions and procedure for accessing the DSS, along with all other relevant matters and necessary details.

1.2 General documentation required for access

1. If the party requesting access already has the capacity of ATHEXClear clearing member, that party will submit a standard Application to ATHEXCSD, stating that it is an ATHEXClear clearing member. In such a case, ATHEXCSD will assign to the said party the respective role in the DSS on the basis of the internal policy governing user access. Upon submission of the Application it shall be assumed that the applicant accepts all the provisions of the Rulebook and the terms hereof.²

2. If the party requesting access already has the capacity of ATHEX trading member, without being an ATHEXClear clearing member, and wishes to engage in activities solely as a Custodian, that party must submit the "Members Profile" form and declare the persons who will be responsible for its communication with ATHEXCSD, as well as the duties that each of those persons will have at the Member.³ The applicant must also submit a declaration/certification or relevant license from the competent supervisory authority of its country of origin, certifying that it is entitled to provide the service of safekeeping and administrative management of securities as stipulated by provisions in force. In such a case, ATHEXCSD will grant access to the applicant in accordance with the stipulations of par. 1.6 hereof.⁴ Upon submission of the Application it shall be assumed that the applicant accepts all the provisions of the Rulebook and the terms hereof.

3. If the party requesting access is not a member of Athens Exchange or ATHEXClear and wishes to engage in activities as a Custodian, that party must submit a standard Application to ATHEXCSD. Upon submission of the Application it shall be assumed that the applicant accepts all the provisions of the Rulebook and the terms hereof. The application must be accompanied by the following supporting documents from the applicant:

A) Certified copy from the applicant's Official Register of Registration or Entry, evidencing the company's certificate of incorporation and confirming that such certificate has not been revoked and that the company has not been placed in liquidation.

B) Certified copy of the applicant's Articles of Association, as in effect at the time of application submission.



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C) Government Gazette or certified copy of the minutes of the last meeting of the Board of Directors of the applicant relating to its legal representation and specimen signatures of its legal representatives.

D) Declaration-certification or relevant license from the competent supervisory authority of the country of origin of the applicant evidencing that the latter is entitled to provide the service of safekeeping and administrative management of securities as stipulated by provisions in force.⁵

E) “Members Profile” form:

The applicant must submit this form to declare the persons who will be responsible for its communication as custodian with ATHEXCSD, as well as the duties that each of those persons will have at the applicant in its capacity as custodian.⁶

F) Application for Connectivity – DSS Workstations or declaration of Connectivity through the exchange of messages via secure configurations (such as SWIFT) which are technically acceptable to ATHEXCSD from the viewpoint of its procedures. ATHEXCSD shall stipulate the kind of services which an Operator may provide through the exchange of messages via secure configurations.

G) Application for new DSS users.

H) Application for the opening of Cash Settlement Accounts.

The supporting documents under A) through to H) must be submitted electronically in the manner specified by the competent services of ATHEXCSD. It is not necessary to submit the above documentation in written form.⁷

In particular, it is not necessary to submit the supporting documents under A), B) and D) if it is shown by official publication on the website of the competent supervisory authority of the applicant that the latter has a license for the safekeeping and administrative management of financial instruments on behalf of clients. Moreover, if the applicant is seeking to obtain the capacity of General Operator, the reference to Regulatory Capital, as stipulated below, may also be provided by means of the official publication of the relevant data on the website of the competent supervisory authority of the applicant.

In the case of an Investment Firm or credit institution of a member state other than Greece, which operates through a branch in Greece, in addition to the above the following must also be submitted:

A) Written confirmation of the completion of the notification procedure set out in Law 3606/2007, where such notification is required, as well as

B) Government Gazette evidencing the lawful establishment of the branch in Greece.



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C) Copy of the license issued by the Capital Market Commission or the Bank of Greece, as the case may be, for the operation through a branch in Greece of the Investment Firm or credit institution respectively.

If the applicant requests activation of the DSS-API service, it must submit the relevant standard form.⁸

If the applicant requests, apart from the capacity of custodian, also the capacity of General Operator, an additional reference must be made to Regulatory Capital. By way of indication, regulatory capital is evidenced: a) in the case of Investment Firms supervised by the Hellenic Capital Market Commission, by Table 9 of the capital adequacy calculation and b) in the case of credit institutions supervised by the Bank of Greece, by Table E10A section B.

When checking the data submitted as above, ATHEXCSD shall be entitled, apart from such data, to request any other additional or supplementary document or information it deems necessary for the purpose of examining the application or verifying the data submitted, as well as to ask representatives or employees of the applicant to appear in person before it and to carry out on-the-spot checks at the applicant's premises.

1.3 Special documentation for access by a Foreign Central Depository

1. If the applicant is a Foreign Securities Depository, in addition to the requirements set out in the Rulebook, it must also submit the following to ATHEXCSD:

a) Articles of Association of the applicant company.

b) Particulars regarding the composition of the Board of Directors of the applicant company.

c) List of persons at the Foreign Securities Depository on the basis of data pertaining to its lawful establishment/legal representation, who shall be responsible for performing the tasks of Operator in the DSS.

d) Data certifying the company's capacity as a Central Depository, in accordance with the laws of its country of origin. By way of indication, the following may serve such certification purposes:

(i) The license granted by the competent supervisory authority.

(ii) Data certifying that the Depository applicant participates in Link Up.

e) Any notification/declaration of the Depository applicant to the competent supervisory authority of its country of origin pertaining to the provision of services and the exercise of activities relating to its operation as a Depository in other countries (access-interoperability) or any approval or license granted to it for such purpose.

f) Balance sheet for the most recent financial year.



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g) All relevant documents (Attachments, Annexes) as required by ATHEXCSD as Issuer CSD, in which the Depository applicant shall accept in full all the stipulations of the connection agreement as specified by provisions in force.

2. The supporting documents to be submitted by the Depository applicant in accordance with the above subparagraphs and par. 1.2 hereof may be submitted in the form of simple copies, but they must be submitted in English. When checking the submitted documentation, ATHEXCSD shall be entitled to request submission of the official or certified copy of the supporting documents submitted or other additional or supplementary documents and information it deems necessary for the purpose of examining or verifying the Application data.

3. When accessing the DSS, the Foreign Central Depository shall communicate by means of ISO 15022 messages in accordance with the Operating Manuals issued by ATHEXCSD.

1.4 Special documentation for access by a System Administrator

If the applicant is a System Administrator, in addition to the requirements set out in the Rulebook as well as in par. 1.2 hereof, it must also submit to ATHEXCSD the approval of the Hellenic Capital Market Commission for which provision is made in article 85^A of the Rulebook, along with the particulars of the System Administrator Share Account that is to be used for the settlement of transactions in accordance with article 11 of the Rulebook.

1.5 Certificate of competence

1. If the applicant is seeking to obtain the capacity of Operator as a Member or Custodian in the sense of the Rulebook, the person it declares as being responsible for carrying out the tasks of Operator must be a holder of the Securities Clearing Certificate issued by ATHEXCSD. The preceding subparagraph is not applicable in the case of an Operator acting only as Custodian, connecting to the DSS through the exchange of messages via secure configurations (such as SWIFT).⁹

2. The following shall be exempt from the obligation to hold a certificate of competence: a) Users of the Bank of Greece, b) Liquidation Supervisors for the performance of the duties they undertake pursuant to Law 3606/2007 and c) users of the System Administrator.¹⁰

1.6 Types of user access to the DSS

1. The technical characteristics of DSS access, depending on the services for which provision is made in the Rulebook and Resolutions, shall be determined by the internal procedures of the competent departments.¹¹

2.¹²

1.7 Merger of an Operator through its absorption or acquisition by another Operator or by a non-Operator



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This paragraph describes the procedure that is followed by ATHEXCSD and controlled by its competent departments with respect to a change in the data and information on Operators in the DSS in the event of merger or acquisition.

1.7.1 Merger of an Operator through its absorption or acquisition by another Operator

1. In the event of the merger of an Operator through its absorption or acquisition by another Operator, the absorbing/acquiring Operator shall continue to operate, automatically succeeding to all the rights and obligations of the absorbed/acquired Operator, unless otherwise stipulated in the Rulebooks.

2. More specifically, the absorbing/acquiring Operator must follow the procedures set out in the following provisions:

Stage 1

a) At least twenty (20) calendar days prior to the time stated by the Operator as the time it wishes to become active in the Dematerialized Securities System with the new particulars resulting from the merger or acquisition and subject to completion of the merger (i.e. the recording in the Register of Companies Limited by Shares of the Minister of Development's decision approving the merger), the absorbing or acquiring Operator shall send a letter with the data and information pertaining to the merger or acquisition being carried out to the competent department of ATHEXCSD and shall work with that department in order to:

- i. Plan any changes to the absorbing Operator's IT infrastructure (nodes, terminals, API service, etc.),
- ii. Prepare the timetable for carrying out the above necessary actions, and
- iii. Calculate the relevant cost.

b) It shall also furnish ATHEXCSD with:

- i. Copies of the minutes of the competent bodies of the companies (absorbing, absorbed) which decided the merger or acquisition.
- ii. A copy of the recording in the official register of their country of origin of the decision approving the merger and the respective publication of such entry (or, in cases where the Government Gazette has not been published, the corresponding receipt issued by the National Printing House Personnel Insurance Fund [TAPET]).
- iii. A copy of the minutes of the competent body of the absorbing or acquiring company concerning its current representation and its recording in the official register of its country of origin.
- iv. In the event of changes in representation on account of the merger, a declaration of representation of the absorbing or acquiring company, along with a letter stating the following:



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1. User deactivations/activations as well as any users who may continue to have access to historical data.
2. Transfers of declarations of use.
3. Transfers of quantities.
4. Transfer of collateral portfolio.
5. Change of pledge Return Operator.
6. Transfer of loan balances (i.e. accounts receivable/owed from lending).

c) If and insofar as it wishes the DSS-API service to be cancelled, the Operator shall send a standard form to this effect, specifying the date of cancellation of the service.¹³ It shall not be permitted to disconnect or move the DSS terminals used by the absorbed/acquired party from the node to which they are connected, until four days have elapsed from the completion of the merger.¹⁴

d) If the absorbing/acquiring Operator is a Securities Market Member of Athens Exchange and wishes to work with Operators with which only the absorbed/acquired Operator works as a Securities Market Member of Athens Exchange, where applicable, it must sign a contract with them and duly inform ATHEXCSD in order to be linked to those Operators.

e) Operators shall be obliged to comply with any instructions that may be issued by ATHEXCSD and/or ATHEXClear and/or Athens Exchange for the purpose of completing the relevant procedure so that they are able to access DSS accounts which had been handled by the absorbed or acquired Operator and in general take over the relationships developed by the latter in the DSS.

Stage 2

By no later than five (5) business days prior to the Operator's activation in the DSS, the absorbed or acquired Operator must have completed the necessary technical preparation in accordance with the instructions of the competent departments of Athens Exchange and ATHEXCSD.

Stage 3

a) By no later than five (5) business days prior to the time declared for the Operator's activation in the DSS, the absorbed or acquired Operator shall submit to the competent department of ATHEXCSD in accordance with its procedures the new particulars resulting from the merger/acquisition, the particulars of users and the following applications which relate correspondingly to the respective Decision:

- i. Application for the Submission/Modification of Members Profile / Deletion of a Member and
- ii. Application for the Activation/Deactivation of the User Access Code & Change of Data in the DSS.¹⁵



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b) The Operator that results from the merger/acquisition shall be obliged to comply with any instructions of ATHEXCSD and/or ATHEXClear and/or Athens Exchange which may be necessitated by the relevant process of merger or acquisition in order to ensure its smooth and unhindered operation.

c) The above-mentioned Operator shall pay the costs and charges relating to the services provided by ATHEXCSD to facilitate completion of the procedure for its merger.

1.7.2 Merger of an Operator/Custodian through its absorption by a non-Operator

In such cases, the new Operator that results from the merger must follow all the steps stipulated in par. 1.7.1 hereof in order to acquire the capacity of Operator anew.¹⁶

1.8 Terms governing termination of access

In order to terminate its access to the DSS, an Operator shall submit a termination Application to ATHEXCSD and must to this end:

a) Take all necessary measures to ensure the smooth resolution of any outstanding issues that arise from the settlement of transactions it has undertaken.

b) Send the completed application for the activation/deactivation of the user access code and change of data in the DSS for the deactivation of its status/capacity and the deactivation of its users.

c) Complete the Connectivity – DSS Workstations application in order for its connection to be deactivated.

d) Request termination of the DSS-API service, provided it uses such service.¹⁷

e) Send to ATHEXCSD the necessary letters, as instructed by ATHEXCSD, for the deactivation of the Cash Settlement Accounts kept for the Operator at the cash settlement agencies.

f) Comply with any instructions of ATHEXCSD for the termination of its access.

The Application shall be submitted after the discharge of any kind of outstanding financial obligation to ATHEXCSD as well as in connection with the settlement of transactions undertaken by the Operator. ATHEXCSD will not return to such Operator any amounts it has paid for technological services provided by ATHEXCSD, ATHEXClear or Athens Exchange in the period prior to the termination Application.

1.9 Competent services

Access and access termination applications are considered and approved or rejected by the competent services of ATHEXCSD in accordance with the provisions hereof. The Board of Directors of ATHEXCSD shall be informed of the respective decisions approving or terminating access.

1.10 Operator's IT infrastructure



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1. In order for the Operator to acquire the IT infrastructure required for connecting with the DSS, it shall be informed by the competent department regarding the decisions of the Board of Directors of ATHEXCSD/DSS Operator relating to the necessary material and technical infrastructure it is required to have. The Operator must then install the necessary software and obtain the necessary access codes. Acquisition of the above IT infrastructure is not required in the case of an Operator requesting its connection to the DSS through the exchange of messages via secure configurations in accordance with the provisions hereof.

2. Installation of the necessary workstation equipment requires completion of the “Application for DSS Workstation Connectivity” form and its submission to the competent department. The Operator undertakes the commitment to have any other necessary legally valid user license for the computers on which the Software provided will be used.

3. The Operator receiving a user license undertakes the commitment that the specific computers, for which the user license has been granted, will not use any software other than that provided. It also undertakes the commitment not to connect those computers to any network other than the one through which it connects to ATHEXNet for the purpose of accessing the DSS, nor to any other system that might enable the input or distortion of data entered through them or of DSS data.

1.11 DSS software acquisition

1.11.1 Participation in the Dematerialized Securities System via DSS Client of ATHEXCSD

1. ATHEXCSD has developed and supports software (the “Software”) which enables a) the connection and operation of the Operator, as defined in the Rulebook and the Rulebook for Clearing Transactions in Book-Entry Securities, as in force from time to time, b) monitoring of any changes to securities which may arise, by way of indication, from the clearing of stock exchange transactions and the exercise of stock options and c) preparation of the data on Investors for the creation of Investor Share Accounts.

2. By granting the capacity of Operator, ATHEXCSD confers the non-exclusive right to use the Software, which is installed at the address stated by the Operator in its application. In the event of failure of a computer due to malfunction, ATHEXCSD following agreement with the Operator shall grant the right of temporary use of the Software on another computer, subject to the same terms and conditions.

3. The installation of a Software application shall be carried out on the premises of the Participant by technicians of the “Participant” in cooperation with ATHEXCSD and in accordance with the instructions given to it, along with the application, by ATHEXCSD.

4. The Operator declares that it has the appropriate technical infrastructure and adequately skilled personnel for the operation and use of the Software application. Moreover, it has the obligation to ensure the upgrading and/or maintenance of its technical equipment. ATHEXCSD has no obligation to verify the suitability of the Operator’s technical equipment. The DSS Operator shall be liable to



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ATHEXCSD and all third parties for any actual or consequential loss that may arise due to the inappropriateness or inadequacy of its technical equipment.

5. ATHEXCSD has the right to make modifications (by way of indication, improvements or additions) to the Software at its absolute discretion without notifying the DSS Operator beforehand. It shall however be obliged to provide all the information which, in the opinion of ATHEXCSD, relates to such modifications and which may be requested by the Athens Exchange Member or Operator. Furthermore, ATHEXCSD shall be obliged to provide all the necessary, in its opinion, technical or other media (cd-roms, manuals, etc.) which may be requested by the Operator in order to enable the latter to properly incorporate the aforesaid modifications in its technical equipment.

6. The license to use the Software is granted solely to the DSS Operator and cannot be transferred, assigned, leased or given in any way whatsoever by the Operator to any third party, natural or legal person (including entities with which it is directly associated or subsidiary companies) without the written consent of ATHEXCSD.

7. The provision of the Software does not create any right on the part of the Operator to the Software. The exclusive rights and absolute ownership of the Software shall remain with ATHEXCSD, which alone shall be entitled to freely distribute it.

8. The Operator has no right to, title to or interest in the Software, the indisputable owner and creator of which continues to be ATHEXCSD. It is hereby expressly stated and agreed that any new element, conclusion, new method, etc. which may arise, shall belong exclusively to ATHEXCSD, which retains as always and in their entirety the intellectual property rights on the Software as a whole, as well as on any of its derivatives.

9. The Operator is prohibited from

a) making full or partial copies of the Software or of the printed material provided to it in connection therewith,

b) reverse assembling or reverse compiling the Software or parts thereof,

c) making any alterations, modifications or any kinds of changes in general to the Software,

d) publishing or transmitting in any way the Software or any part thereof,

e) reproducing the Software in whole or in part.

10. The Software is a work of particular importance, protected by the provisions of civil and criminal law, as well as by intellectual property law, and it constitutes a valuable asset in which ATHEXCSD has invested significantly and whose financial importance would be destroyed by its use and commercial exploitation in breach of the provisions hereof. The Operator shall be obliged to comply with its aforementioned duty of secrecy and confidentiality and protect the intellectual property rights of ATHEXCSD. Moreover, the Operator shall be liable for any related breach by itself, its employees or third parties acting under its supervision. The Operator has the obligation not to



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conceal, modify or remove by any means the copyright marks of ATHEXCSD from the Software. ATHEXCSD warrants that it has and retains the full right of ownership of the Software and that it retains the indisputable rights thereto.

11. ATHEXCSD expressly undertakes the obligation to make every possible effort to ensure the proper and smooth functioning of the Software. In the event of Software malfunctions, ATHEXCSD shall be obliged to provide a replacement or repair the malfunction at the soonest possible time.

12. ATHEXCSD shall not be liable for malfunctions due to unforeseeable circumstances or force majeure, by way of indication but not limited to power cuts, voltage drops, general strikes, etc. or to other events for which ATHEXCSD is not responsible, by way of indication but not limited to the inappropriateness of the equipment of an ATHEX Member or of an Operator, improper use of the Software by an Athens Exchange Member or the Operator, employees, agents or associates of the latter, or by other individuals who gained access to the equipment and premises of the Operator by any means, whether legally or illegally.

13. ATHEXCSD shall not be responsible for securing the information and data which will be transmitted through the system to be installed on the basis of the Software, nor for the accuracy thereof.

14. ATHEXCSD bears no responsibility for the timely and unimpeded flow of information by means of the Software, insofar and to the extent that the accuracy and flow of information and data depend on the Operator, or on the scientific technical or other services of any other legal or natural person.

15. In the event that the Operator breaches any of the above terms, ATHEXCSD shall be entitled to discontinue the provision of services unless the Operator reverts to what has been agreed within twenty-four (24) hours from the receipt of the relevant written notice from ATHEXCSD. If the aforesaid time limit expires without result, ATHEXCSD shall be entitled to revoke the capacity of Operator. ATHEXCSD shall at its absolute discretion have the right to terminate its agreement with the DSS Operator in the event that the latter breaches the above terms at least twice during the same calendar year and irrespective of whether such Operator has complied with the relevant notice from ATHEXCSD to remedy the breach.

16. If an Operator loses such capacity, it must immediately return to ATHEXCSD the copies of all versions of the Software which may be in its possession or solemnly declare to ATHEXCSD that they have all been destroyed. Regardless of any other liability it may have, the Operator shall be liable for any loss incurred by ATHEXCSD as a result of its breach of this particular obligation.

17. ATHEXCSD shall be entitled to revoke the capacity of Operator if the latter is declared in a state of bankruptcy, cessation of payments, dissolution, liquidation, receivership or if applications in connection therewith have been filed against it, as well as in the case of revocation of its license or its deletion by Athens Exchange.



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18. The Operator shall be obliged to notify ATHEXCSD in writing with regard to any change in its contact details. Until notification of any such change has been received, all documents shall be validly communicated to the address provided herein.

19. Any concession, granting of a time limit or non-enforcement of one or more of the above by ATHEXCSD shall not constitute a waiver of its respective right or claim either in whole or in part.

20. Depending on the application submitted by the Athens Exchange Member, Clearing Member or Operator, ATHEXCSD shall decide its role in the Dematerialized Securities System.

21. Acquisition of the Software application, as stipulated in the preceding paragraphs, is not required when the Operator is requesting connection to the DSS through the exchange of messages via secure configurations in accordance with the provisions hereof.

1.11.2 Participation in the DSS through Application Programming Interfaces

In the framework of means for connecting to and accessing the DSS, as well as of its participation in its functions, ATHEXCSD has designed and developed Application Programming Interfaces, hereinafter "APIs". These electronic interfaces allow a user entry to the processes and functions of the DSS from its own computer systems, thereby enabling access to the applications and data of the DSS. A member may request access to the DSS-API service by submitting the relevant standard form to ATHEXCSD.

1.12 Access codes

1. After acquiring and installing the required IT infrastructure and obtaining the necessary Software, the Operator must submit to the competent department of ATHEXCSD an application(s) so that the user(s) may gain the right of access to the DSS. Acquisition and installation of the above IT infrastructure is not required in the case of an Operator requesting its connection to the DSS through the exchange of messages via secure configurations in accordance with the provisions hereof. In such cases, submission of the aforementioned user application is not required either.

2. After approving the "Application for Activation-Deactivation of a User Access Code and Change of User Data in the DSS", ATHEXCSD grants and provides users with the initial access codes that give them the right to access the DSS. The term "access codes" shall mean the method used to authenticate a user for its access to the DSS, as such method is stipulated from time to time by ATHEXCSD.

3. Access codes are provided solely and exclusively to users that hold the certificate of par. 1.5 hereof.

4. Participation in the DSS is not possible in cases where the Operator has not notified to ATHEXCSD an authorized user. Liability for any damage or loss which may arise on account of improper and/or late notification shall lie solely with the Operator.



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5. Any changes to the identity and/or contact details used to communicate with authorized users must be notified in writing to ATHEXCSD. ATHEXCSD shall bear no responsibility for any loss that may be incurred by the Operator or any third party on account of its late notification regarding a change made to any of the above details.
6. The initial access code provided to each user is absolutely confidential, unique to each user and shall remain valid until its first use in the DSS. After first use of the access code, the user must replace it with another of its own choosing.
7. The Operator shall be jointly and severally liable with the user for any theft, loss or disclosure in any other way of the access codes provided to it by ATHEXCSD as well as of any other access code that replaced those codes in accordance with the above, and it shall be liable in full for any actual or consequential loss that may be incurred by ATHEXCSD on account of the theft, loss or disclosure in any other way of the access codes.
8. Use of the access codes by users shall be equivalent to the signatures of the holders.
9. If for any reason a user ceases to be employed at the Operator or no longer has authority to access the DSS for any reason whatsoever, the Operator must without delay inform ATHEX in writing so that the user's access code can be deactivated.

1.13 Relocation of the Operator's IT infrastructure

1. In the event of relocation of the Operator's IT infrastructure to other premises, at the same or a different address, the Operator must take the following steps:

Stage 1: At least sixty (60) calendar days prior to the time stated by the Operator as the time it wishes its IT infrastructure to operate at its new premises, the Operator shall send a letter with the particulars of the new location to the competent department of ATHEXCSD and shall work with that department in order to:

- i) Plan any changes to its IT infrastructure (nodes, terminals, etc.).
- ii) Calculate the relevant cost.
- iii) Prepare the timetable for carrying out the above necessary actions.

Stage 2: At least ten (10) business days prior to the time stated by the Operator for the operation of its IT infrastructure at the new premises, the Operator must have completed the necessary technical preparations as per the instructions of the competent department of ATHEXCSD.

Stage 3: At least ten (10) business days prior to the time stated by the Operator for the operation of its IT infrastructure at the new premises, the Operator shall send to the competent department of ATHEXCSD the "Application for Submission/Modification of Members Profile", completed with the details of the place of relocation, or the relevant printed forms or data and information for which provision has been made.



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2. The Operator shall also pay the costs and charges relating to the services for the installation of the IT infrastructure, depending on the services provided to it by ATHEXCSD or Athens Exchange.

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¹ The second section of subpar. 1, par. 1.1 of the resolution was added as above by virtue of Decision 232/20.10.2014 of the Board of Directors.

² Subpar. 1 of par. 1.2 was replaced as above by virtue of Decision 233/17.11.2014 of the Board of Directors and is effective as of 1.12.2014.

³ The first section of subpar. 2, par. 1.2 of the resolution was replaced by virtue of Decision 233/17.11.2014 of the Board of Directors with effect as of 1.12.2014 and subsequently by Decision 245/26.10.2015 of the Board of Directors with effect as of 2.11.2015.

⁴ The third section of subpar. 2, par. 1.2 of the resolution was replaced as above by virtue of Decision 232/20.10.2014 of the Board of Directors.

⁵ Instance D) of subpar. 3, par. 1.2 of the resolution was replaced as above by virtue of Decision 233/17.11.2014 of the Board of Directors with effect as of 1.12.2014.

⁶ Instance E) of subpar. 3, par. 1.2 of the resolution was amended as above by virtue of Decision 245/26.10.2015 of the Board of Directors with effect as of 2.11.2015.

⁷ Instances G) and H) of subpar. 3, par. 1.2 of the resolution were amended as above by virtue of Decision 245/26.10.2015 of the Board of Directors with effect as of 2.11.2015.

⁸ This section was replaced as above by virtue of Decision 233/17.11.2014 of the Board of Directors with effect as of 1.12.2014.

⁹ The first section of par. 1.5 of the resolution was renumbered as subpar. 1 and replaced as above by virtue of Decision 232/20.10.2014 of the Board of Directors.

¹⁰ The preceding second section of par. 1.5 of the resolution was renumbered as subpar. 2 and replaced as above by virtue of Decision 232/20.10.2014 of the Board of Directors.

¹¹ The first section of par. 1.6 of the resolution was renumbered as subpar. 1 and replaced as above by virtue of Decision 232/20.10.2014 of the Board of Directors.

¹² Subpar. 2, par. 1.6 of the resolution was abolished as above by virtue of Decision 245/26.10.2015 of the Board of Directors with effect as of 2.11.2015.

¹³ The first section of instance c) was replaced as above by virtue of Decision 233/17.11.2014 of the Board of Directors with effect as of 1.12.2014.

¹⁴ Instance c) of Stage 1, subpar. 2, par. 1.7 of the resolution was amended as above by virtue of Decision 245/26.10.2015 of the Board of Directors with effect as of 2.11.2015.

¹⁵ Instance a) of Stage 3, subpar. 2, par. 1.7 was amended as above by virtue of Decision 245/26.10.2015 of the Board of Directors with effect as of 2.11.2015.

¹⁶ Subpar. 1.7.2 was amended as above by virtue of Decision 245/26.10.2015 of the Board of Directors with effect as of 2.11.2015.

¹⁷ Instance d) of par. 1.8 of the resolution was replaced as above by virtue of Decision 233/17.11.2014 of the Board of Directors with effect as of 1.12.2014.

¹⁸ Annex 1 of the resolution was abolished by virtue of Decision 232/20.10.2014 of the Board of Directors.