

## Resolution No 14

### 'Technical terms and procedures for the provision of Information Technology Services (IT)'

*Codified to include the decisions dated 22.02.2021, 19.12.2022, 24.04.2023, 25.11.2024, 24.02.2025 and 31.03.2026 of the Board of Directors.*

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

(Meeting 311/22-02-2021)

Having regard to:

- a) The provisions of Article 2.6 of Part 2 of Section I
- b) and the provisions of Part 6 of Section X and of the Hellenic Central Securities Depository Rulebook (hereinafter the "Rulebook"), and
- c) the need to specify the data and supporting documents required to be submitted to ATHEXCSD for the provision of Information Technology Services,
- d) as well as the procedures followed by ATHEXCSD for the use of Information Technology Services.

#### **ISSUES THIS RESOLUTION AS FOLLOWS:**

#### **Scope of application**

The Information Technology Services (hereinafter 'IT Services') are provided to:

- a. Participants
- b. Market Infrastructure Operators and their Members
- c. Intermediaries
- d. Issuers

- e. Fund Managers
- f. Other interested parties in accordance with the criteria and procedures set out on a case-by-case basis by ATHEXCSD

## **Article 1. General conditions for the provision of IT services**

### **1.1 Privacy<sup>1</sup>**

ATHEXCSD and the persons falling under the Scope of Application of the present (henceforth the “Applicants”) shall be obliged to respect the privacy of the data, procedures, technology used, know-how, strategic development options and other important data of the parties, which are notified in the context of the provision of the Service, in compliance with the conditions of Article 2.5 of Section I of the Rulebook and the applicable legislation and in particular Article 22 of Law 4569/2018.<sup>2</sup>

### **1.2 Communication**

1. The Applicants and ATHEXCSD may communicate daily by telephone, e-mail or any other method agreed with ATHEXCSD. The Applicant’s requests regarding the provision of the Services shall be made, subject to specific conditions that may have been agreed and included at the time the Application was submitted, using the IT Client Service and Request Monitoring System installed and offered by ATHEXCSD.

## **PART I: DSS Access Service**

### **Article 2. Provision of the Service**

1. For the provision of the IT Service, the Applicant shall submit the dully filled standardized Application, which is provided by ATHEXCSD. For access via an ATHEXnet terminal, the Applicant shall also submit the standardized DSS terminal Application.
2. Similarly, for the interruption of access to the DSS, the Applicant shall submit to ATHEXCSD an Application for termination and should therefore:

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<sup>1</sup> The title of par. 1.1 of article 1 was amended as above by virtue of decision 368/25.11.2024 of the Board of Directors of ATHEXCSD with effect as of 29.11.2024.

<sup>2</sup> Paragraphs 2 and 3 of article 1 were removed as above by virtue of decision 368/25.11.2024 of the Board of Directors of ATHEXCSD with effect as of 29.11.2024.

- a) take all necessary measures for the smooth settlement of the unresolved issues arising from the settlement of transactions it has undertaken;
  - b) send a completed application for activation/deactivation of a code and change to data of a DSS user in order to deactivate it from its status and deactivate its users;
  - c) complete the Connectivity – DSS Terminal application to deactivate its
  - d) connectivity;
  - e) request the termination of the DSS – API service, if it uses this service.
  - f) send ATHEXCSD the letters required by its competent offices, to deactivate the Cash Settlement Accounts held in the cash settlement Bodies;
  - g) comply with all kinds of instructions of ATHEXCSD to terminate its access.
  - h) The Application should be submitted following the settlement of all its outstanding financial obligations towards ATHEXCSD and in relation to the settlement of transactions undertaken by the Applicant. ATHEXCSD shall not reimburse amounts that have been paid and relate to the technological services provided by ATHEXCSD for the period prior to the Application for termination.
3. The access and termination Applications shall be verified and approved or rejected by the competent offices of ATHEXCSD, in accordance with the terms hereof. The BoD of ATHEXCSD shall be informed of the relevant access and termination authorizations.

### **Article 3. Information infrastructure to connect to the DSS**

1. For the provision of the Service and the acquisition by the Applicants of the required information infrastructure in order for them to connect to the DSS, ATHEXCSD examines in any case whether the Applicant has the appropriate infrastructure and that it has installed the necessary software and has obtained the necessary passwords.
2. The installation of the necessary terminal equipment involves filling in a standardized application, in accordance with the procedures of ATHEXCSD, and submitting it to its competent offices.
3. Upon receiving the license, the Applicant shall undertake not to use any other software, other than the one provided, on the given computers, for which the license has been granted. It shall also undertake not to connect these computers to any network other than the one through which it is connected to the Athens Exchange Transactions Network for its access to the DSS, as well as to any other system that will allow the import or distortion of data entered through these or the data of the DSS.

### **Article 4. Acquisition of DSS software by the Participants**

#### **4.1 Participation in the DSS via DSS Client of ATHEXCSD.**

1. ATHEXCSD has developed and supports a software (hereinafter the Software) which enables a) the connection and operation of the Participant, as specified in the Rulebook, b) the monitoring of any changes in securities that occur, indicatively, resulting from the clearing or settlement or conduct of corporate or other related operations on DSS and c) the preparation of the data of the Securities and Shares Accounts on DSS as opened and held in accordance with the Rulebook.
2. Upon acquisition of the Participant status, ATHEXCSD grants the non-exclusive right to use the Software, with the means of interconnection stated in its application.
3. The installation of the Software application shall be carried out at the sites chosen by the Participant by Technicians of the Participant, in collaboration with ATHEXCSD, according to the instructions that shall be made available to it, by ATHEXCSD.
4. The Participant shall declare that it has adequate technical infrastructure and sufficiently qualified personnel for the operation and use of the Software application. Furthermore, must ensure the upgrading and / or maintenance of its technical equipment. ATHEXCSD shall not bear the obligation to check the suitability of its technical equipment. The Participant shall be liable to ATHEXCSD and any third party for the recovery of any actual loss or loss of profit that may arise as a consequence of insufficiency or inadequacy of its technical equipment.
5. ATHEXCSD shall be entitled to make modifications (indicatively, improvements or additions) to the Software at its sole discretion without prior notification of the Participant. However, it shall bear the obligation to provide all the information that at the discretion of ATHEXCSD are relevant to these modifications and may be requested by the Trading Venue Operator or the Participant. Furthermore, ATHEXCSD shall bear the obligation to provide all the required, at its discretion, technical or other means (manuals etc.), which may be requested by the Participant in order to enable the latter to correctly implement these modifications on its technical equipment.
6. The license to use the Software shall be provided only to the Participant and may not be transferred, assigned, leased, or granted in any way by it to any third party, natural or legal person (even directly related to him or his subsidiary) without the written consent of ATHEXCSD.
7. The provision of the Software does not create any right on the Software for the Participant. ATHEXCSD shall remain the sole beneficiary and absolute owner of the Software, and shall be solely entitled to dispose it freely.
8. The Participant shall not have any right, title or interest on the Software. Therefore, ATHEXCSD remains its undisputed owner and creator. Any new element, conclusion, new method, etc. may occur, shall be expressly stated and agreed to belong exclusively to ATHEXCSD which shall always retain in their entirety the intellectual property rights over the entire Software, but also any possible derivatives thereof.
9. The Participant is not allowed to:

- a) copy fully or in part the Software or printed material assigned to it in connection therewith,
  - b) reverse assemble or compile the Software or parts thereof,
  - c) bring about changes, alterations and, in general, changes of any kind in the Software,
  - d) publish or transmit in any way the Software or part thereof,
  - e) reproduce, in whole or in part, the Software.
10. The Software is a project of particular importance, it is protected by the provisions of civil, criminal and intellectual property law and it is a valuable asset on which ATHEXCSD has invested significantly and whose financial importance is destroyed by its use and commercial exploitation in breach of the terms hereof. The Participant must ensure the above obligation of secrecy and confidentiality and the protection of the intellectual property rights of ATHEXCSD and shall be liable for any related infringement by itself, its employees or third parties acting under its supervision. The Participant shall bear the obligation not to conceal, modify or remove, in any way, the signs of the intellectual property of ATHEXCSD from the Software. ATHEXCSD guarantees that it has and retains absolute right of ownership over the Software and that it retains the undisputed rights over it.
11. ATHEXCSD explicitly undertakes to make every effort to ensure the smooth and orderly operation of the Software. In case of malfunctions of the Software, ATHEXCSD shall bear the obligation to replace or repair the malfunction as soon as possible.
12. The acquisition of the information and data to be circulated through the system to be installed based on the Software, as well as the accuracy thereof, shall not be the responsibility of ATHEXCSD.
13. ATHEXCSD is not under any responsibility for the timely and seamless flow of information through the Software, where the accuracy and the flow of information and data depend on the Participant or scientific techniques or other services of any other legal or natural person.
14. In case of infringement by the Participant of any of the above terms, ATHEXCSD shall be entitled to suspend the provision of services if the Participant does not return to the agreed, within twenty-four (24) hours from the receipt of the relevant written notification of ATHEXCSD. Upon expiry of the above time limit, ATHEXCSD shall be entitled to terminate the Participant status. ATHEXCSD shall have the right to terminate, at its absolute discretion, in the event that the Participant commits an infringement of the above terms at least twice within the same calendar year and regardless of whether he has complied with the relevant notification of ATHEXCSD to remedy the infringement.
15. Any concession, granting of a time limit or non-application of one or more of the above by ATHEXCSD shall not constitute a full or partial waiver of its respective right or claim.

16. Acquisition of the Software application, as laid down in the previous paragraphs, shall not be required in the case of a Participant requesting the connection to the DSS by exchanging messages through secure devices under the terms hereof.

#### **4.2 Participation in the DSS via API (Application Programming Interfaces)**

In the context of the connection of access to DSS, as well as its participation in its operations, ATHEXCSD has designed and developed Application Programming Interfaces, hereinafter "APIs". With these electronic interfaces the applicant's access is enabled from its computer systems to the procedures and functions of DSS enabling its access to the applications and data of DSS. The Participant may request access to the DSS. API service through a standard form of ATHEXCSD.

#### **4.3 Passwords**

1. After the acquisition and installation of the required information infrastructure and the acquisition of the required Software, the Participant must submit to the competent body of ATHEXCSD an application/applications in order for the user/users to acquire the right of access the DSS. Acquisition and installation of the as aforementioned information infrastructure shall not be required in the case of a Participant requesting the connection to the DSS by exchanging messages through secure devices under the terms hereof. In this case, the submission of the above user request shall not be required either.
2. ATHEXCSD through a standardized application, in accordance with its procedures, shall grant and deliver to users the initial passwords that provide them the right to access the DSS. The term "passwords" means the way the user is certified for access to the DSS, as specified each time by ATHEXCSD.
3. A Password is received exclusively by a user who has the Certificate of Settlement Agent (CSA) in accordance with the relevant procedures of ATHEXCSD.
4. Participation in the DSS shall not be possible where the Participant does not notify ATHEXCSD an authorized user, and any defect or damage resulting due to inappropriate and/or untimely notification, shall be borne solely by the Participant.
5. Any changes to the identification and/or contact details of authorized users shall be notified to ATHEXCSD in a timely manner, in the manner set out by ATHEXCSD in its procedures. ATHEXCSD shall not be liable for any damage that

may occur to the Participant or a third party, due to its non-timely notification of any change made to any of the above details.

6. The initial password that shall be granted to each user is strictly confidential, unique per user and valid until its first use on the DSS. After the first use of the password, the user must change it with another one, of his choice.
7. The Participant shall be jointly and severally liable with the user for any theft, loss or in any other way disclosure of the passwords that have been notified to him by ATHEXCSD and any other password with which they were replaced in accordance with the above, and shall bear the obligation to restore in full any actual loss or loss in profit that ATHEXCSD may suffer due to theft, loss or otherwise disclosure of the passwords.
8. The use of passwords by the users is equivalent to the signatures of the holders.
9. In the event that, for any reason, a user ceases to be employed by the Participant or ceases to have access to the DSS, for any reason, the Participant must inform ATHEXCSD without delay, in writing, in order to deactivate the User's code.

#### **Article 5. Connecting to the DSS**

The possibility of an alternative connection to the DSS is foreseen through:

- a. Athens Exchange Transaction Network (ATHEX-Net)
- b. Intranet infrastructure of the Participant
- c. Internet
- d. SWIFTNet

as specifically provided for in this Article.

#### **5.1 User access to DSS Via ATHEX-Net**

Access to the DSS via ATHEX-Net requires:

- a) The supply and configuration of a node. The node is supplied by the Participant, based on appropriate specifications, while the configuration is performed by ATHEXCSD.
- b) The supply of telecommunication circuits by the Participant (main site and DR site), based on appropriate specifications.
- c) The technical management of the node as well as the telecommunication circuits.

- d) The User access to the DSS from terminals connected to the Participant's node.
- e) The installation of the DSS software on the above terminals

### **5.2 User access to the DSS by Intranet infrastructure of the Participant.**

The service is provided to the Participants and involves the connection of a DSS user through the Participant's Intranet network by configuring the Participant's node and sending One Time Access Codes.

### **5.3 User access to the DSS via the Internet**

The service is provided to the Participants and concerns the connection of a user via the Internet, that must be accompanied by the issuance and use of a security certificate and the dispatch of One Time Access Codes.

### **5.4 Transmission via SWIFTNet**

The service is provided to the Participants and concerns DSS communication via SWIFTNet using international messaging standards (ISO messages).

## **Article 6. Supplementary services for access the DSS**

### **6.1 Availability of DSS**

1. Participants are granted access to the DSS and shall have the possibility of extending access upon submitting a request in accordance with the specific terms and conditions of this Resolution
2. The working hours of the DSS are from 08:15 to 20:30. There is a possibility of extension upon submission of a request by Participants or Issuers or by ATHEXCSD itself in case of a technical problem, in order to allow for completion of the works of Participants and Issuers. Use of the DSS outside of the pre-agreed dates is possible upon agreement.
3. In cases of unavailability or extension of availability of the DSS, the Participants and the Hellenic Capital Market Commission are informed within a reasonable time period. In the event of unavailability of the DSS, a finding of a business risk is recorded and the relevant foreseen procedure is followed to manage the business risk.

4. System Availability is defined as the percentage of time during which the system is actually available on settlement days as a percentage (%) of the total time that the system can be available in accordance with the relevant provisions. The percentage availability of the DSS shall be at least 99.8%. This percentage shall be measured by relevant reports identifying the period of time that the DSS is operational and available to Participants and Issuers (uptime reports).
5. The mandatory hours for technical support on Settlement Days (Standard Technical Support Hours) are from 9:00 to 18:00. Technical support can be provided outside of the Standard Hours on Settlement Days (Non-Standard Technical Support Hours) from 18:00 to 20:15.
6. Regarding the settlement instructions via the “delivery versus delivery” method, the settlement time per transaction should not exceed 0,22 seconds.
7. Regarding the multilateral settlement instructions via the “delivery versus payment, dvp” method, the settlement time per transaction should not exceed 0,36 seconds.
8. Regarding the settlement instructions via the “delivery versus payment, dvp” method and the “delivery free of payment, fop method”, for which there is an exchange of securities between two Participants in every transaction of securities and the relevant transactions correspond to settlement instructions issued by Participants over the counter (OTC Settlement Instructions (DVP/FoP), the settlement time per transaction should not exceed 4 seconds.
9. The performance of the DSS is assessed by ATHEXCSD regularly (at least annually), based on the above-defined performance indicators and criteria. The results of this assessment are documented in a relevant report, which is reported regularly (at least annually) to the Chief Executive Officer, the Risk Committee, the Board of Directors and the User Committee of ATHEXCSD, as well as to the Hellenic Capital Market Commission.<sup>3</sup>

## **6.2 Access to the testing environment of the DSS for software development**

1. The service is provided to independent Software Providers and concerns access to the testing environment of the DSS.
2. The working hours of the DSS are from 8:30 to 20:30. There is a possibility of extension upon submission of a request by Participants or Issuers or by ATHEXCSD itself in case of a technical problem, in order to allow for completion of the works of Participants and Issuers.

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<sup>3</sup> New subpar. 9 was added as above in par. 6.1 of article 6 by virtue of decision 387/31.12.2026 of the Board of Directors of ATHEXCSD with effect as of 01.04.2026.

3. System Availability is defined as the percentage of time during which the system is actually available on settlement days as a percentage (%) of the total time that the system can be available in accordance with the relevant provisions. The percentage availability of the DSS shall be at least 99.8%. This percentage shall be measured by relevant reports identifying the period of time that the DSS is operational and available to Participants and Issuers (uptime reports).
4. The mandatory hours for technical support on Settlement Days (Standard Technical Support Hours) are from 9:00 to 18:00.
5. Regarding the settlement instructions via the “delivery versus delivery” method, the settlement time per transaction should not exceed 0,22 seconds.
6. Regarding the multilateral settlement instructions via the “delivery versus payment, dvp” method, the settlement time per transaction should not exceed 0,36 seconds.
7. Regarding the settlement instructions via the “delivery versus payment, dvp” method and the “delivery free of payment, fop method”, for which there is an exchange of securities between two Participants in every transaction of securities and the relevant transactions correspond to settlement instructions issued by Participants over the counter (OTC Settlement Instructions (DvP/FoP)), the settlement time per transaction should not exceed 4 seconds.

### **6.3 Development of the DSS API upon request**

The service is provided to Participants and concerns the use of ATHEXCSD resources for the development of the DSS API upon the Participants' request.

## **PART II: Other Information Technology Services**

### **Article 7. Provision of Jira Service Desk to the Participants**

1. Jira Service Desk is provided to the Participants, following an Application, in order to be used as one of the official channels of communication with ATHEXCSD and management of requests submitted to ATHEXCSD or by ATHEXCSD to the Participant.
2. The access to the Jira Service Desk and the possibility to submit a request, is provided according to the role that the Participant has assigned to the user of the service, through a standardized form and procedure defined by the competent Unit of ATHEXCSD. There is no limit to the number of users that the Participant may choose per role.
3. It is noted that for the performance of certain roles, such as for example the role of a Trustee, the user is required to hold the relevant certificate issued by ATHEXCSD.

#### **Article 8. Provision of Jira Service Desk to the Issuers**

The service is provided to the Issuers, upon their Application, in order to facilitate their communication with ATHEXCSD and the monitoring of the progress of the requests they have submitted.

In order to provide the service and access to the system, the following are required:

- a) the use of personal identification codes (username) and passwords;
- b) the designation by the Issuer of specific users;

In the context of the provision of the service:

- a) Issuers may submit requests, such as requests for the issuance of certificates, the management of issues of the AXIALINE system, the issuance of ISIN and CFI codes, as well as monitor the progress on the response to each of their requests, communicate directly with the executive that handles the corresponding request and have access to an overview of their requests;
- b) The Paying Banks may, first of all, have access to the records of investors' payees (type 60) and Participants (type 61) generated by the Dematerialized Securities System (DSS) for the cash distribution of the Issuers. Moreover, from 2 January 2017 onwards, according to Decision No. 6 of the Board of Directors of ATHEXCSD as in force, these users will be able to fulfill the obligation of the paying bank towards ATHEXCSD as regards sending an update (in the form of electronic files) for the bank accounts (IBAN) involved in unsuccessful payments of amounts to be distributed through bank accounts (IBAN) declared by the entitled investors in the DSS, so that ATHEXCSD, in cooperation with the Participants who registered them, where necessary, can take the appropriate corrective action.

#### **Article 9. Provision of Jira Service Desk to the Hellenic Capital Market Commission**

1. Jira Service Desk service is provided to the Hellenic Capital Market Commission as an official communication channel with ATHEXCSD. Through the Jira Service Desk, ATHEXCSD may manage requests from the Hellenic Capital Market Commission and provide responses to requests.
2. Access to the Jira Service Desk and the ability to submit requests is provided on a case-by-case basis and in accordance with the request to receive codes sent by the Hellenic Capital Market Commission. The number of users who may have access to the Service is determined on a case-by-case basis by ATHEXCSD

**Article 10. Provision of Jira Service Desk to the Consignment Deposits and Loans Fund (CDLF)**

1. Jira Service Desk is provided to the CDLF as an official communication channel with ATHEXCSD. Through the Jira Service Desk, ATHEXCSD may manage requests from the CDLF to ATHEXCSD and, accordingly, provide answers to the CDLF requests for the establishment or management of physical or cash deposits.
2. Access to the Jira Service Desk and the ability to submit requests is provided on a case-by-case basis and in accordance with the application for receiving codes sent by the CDLF. The number of users who may have access to the Service is determined on a case-by-case basis by ATHEXCSD. Users are divided into the following categories:
  - a. The operator, who is the user who has been appointed by the CDLF to control all communications/requests.
  - b. Users of physical deposits
  - c. Users of cash deposits

**Article 11. AxiaLine**

1. AxiaLine is an online service through which Issuers receive information through a file that includes data concerning the transfers on the issued Securities in the DSS, as well as general files for their communication with the Dematerialised Securities System.
2. For the provision of the service, the Issuer submits an Application to ATHEXCSD accepting the terms of use of the AXIAline System and the service termination/expiry conditions. With the same Application the Issuer declares its authorized users, who shall receive information through AxiaLine, using the passwords provided by ATHEXCSD. ATHEXCSD deactivates user passwords in accordance with its procedures.

**Article 12. Information services on Securities Account AxiaWeb – AXIASms-email<sup>4</sup>**

**12.1 AXIAweb service<sup>5</sup>**

1. The AXIAweb service is provided to Client Securities Accounts beneficiaries in order to receive direct electronic information about the following DSS registered data:
  - i. Client Share Account details.
  - ii. Recent movements in their Securities Account.

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<sup>4</sup> The title of article 12 was amended as above by virtue of decision 368/25.11.2024 of the Board of Directors of ATHEXCSD with effect as of 29.11.2024.

<sup>5</sup> The title of par. 12.1 of article 12 was amended as above by virtue of decision 368/25.11.2024 of the Board of Directors of ATHEXCSD with effect as of 29.11.2024.

- iii. The current state of their portfolio by security (International Securities Identification Number - ISIN) and Participant's Securities Account kept.
  - iv. The valuation of their current portfolio based on the closing price of the previous business day.
2. Beneficiaries may access the AXIAweb service via the Internet:
- i. by using passwords issued by ATHEXCSD. In particular:
    - A. The interested beneficiary shall submit to ATHEXCSD the Password Provision Application. After it is processed, the required passwords shall be issued (username and password) and delivered to the interested investor by means of a secure process. This procedure and the other terms of use of the AXIAweb service are described in the terms of use attached to the application.
  - ii. In case of lost passwords or unintentional disclosure to third parties, the beneficiary is required either the immediate modification of the user password or the immediate notification of ATHEXCSD and the submission of a request for deactivation and reissue of passwords, in order to deactivate the old passwords and issue new ones.

In case the beneficiary does not have available to him/her the Share and Securities Account Numbers in the DSS, in order to complete the application or it is necessary to search for them for any other legal use, the beneficiary natural person or the legal representative of a beneficiary legal person may search for the Share Code Number and the Securities Account of the beneficiary in the DSS by using the service "Search for Share Code Number and Securities Account in the DSS". If the beneficiary is identified, the Share Code Number and the Securities Account will be sent by email to the email address and by SMS once to the mobile phone number already registered in the Share by the relevant Participant. For the convenience of users, this service is accessed through a link located in the AXIAweb service application<sup>6</sup>.

## **12.2 AXIAsms-email services<sup>7</sup>**

The AXIAsms-email service (the "Service") is provided by ATHEXCSD as an information service on securities in order to support the information of the beneficiaries-clients of ATHEXCSD Participants in real-time.

The information is provided directly by ATHEXCSD to the beneficiaries who have registered with the Service through their Participants, based on the data and information registered and

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<sup>6</sup> Subpar. 2 of par. 12.1 of article 12 was amended as above by virtue of decision 368/25.11.2024 of the Board of Directors of ATHEXCSD with effect as of 29.11.2024.

<sup>7</sup> A new par. 12.2 was added to article 12 as above by virtue of decision 368/25.11.2024 of the Board of Directors of ATHEXCSD with effect as of 29.11.2024.

maintained in the DSS without further involvement Participants, ensuring their integrity of information<sup>8</sup> in the context of investor protection and increasing transparency. Notifications received directly by registered investors through the Service include, changes in their share details and in the composition of their portfolio, as well as other relevant notifications to beneficiaries as declared by the relevant Participant. In particular, the Service shall operate as follows:

1. To start using the Service, the Participant registers its clients directly through the relevant functionality in the DSS, indicating the technical means of sending notifications for each registered client, accepting the terms of use of the AXIASms-email System, as published on the company's website and in force from time to time, and the conditions for discontinuing/terminating the provision of the Service, in accordance with the procedures of ATHEXCSD and the published technical manuals. With the corresponding functionality of the DSS, the Participant may de-register the customers it has registered for the Service. The registration and de-registration of eligible customers in the Service by a competent Participant, as well as any use of the technical capabilities of the Service, shall be carried out under the Participant's responsibility.<sup>9</sup>
2. The Participants, in the context of their obligations to provide information to their clients, may at any time notify the DSS of their eligible clients to whom they wish the Service to be provided and the technical means of sending such notifications.<sup>10</sup>
3. Updates will be sent by default by email to the email address registered in the Beneficiaries' Account in the DSS as well as by SMS via mobile phone, provided, however, that the mobile phone number of the beneficiary is available in the DSS and is indicated by the Participant as an option for sending updates.<sup>11</sup>
4. From the start of the use of the service and the declaration of registered beneficiaries by the Participants in the DSS and onwards, ATHEXCSD will send to the registered beneficiaries the aforementioned updates, directly as notifications, without delay, in order to be informed directly and verifiably about changes in their registration details in the Service, about changes in the details of their Investor Share and Securities Account in the DSS as well as about changes in their portfolio in the DSS no later than the day following the modification of their details or the end of the settlement of their transactions respectively.<sup>12</sup>
5. In the event of a Participant's request to discontinue the use of the mobile phone number of its beneficiary-customer during the provision of the Service, the relevant

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<sup>8</sup> Par. 12.2 of article 12 was amended as above by virtue of decision 371/24.02.2025 of the Board of Directors of ATHEXCSD with retroactive effect as of 29.11.2024.

<sup>9</sup> Subpar. 1 of par. 12.2 of article 12 was amended as above by virtue of decision 371/24.02.2025 of the Board of Directors of ATHEXCSD with retroactive effect as of 29.11.2024.

<sup>10</sup> Subpar. 2 of par. 12.2 of article 12 was amended as above by virtue of decision 371/24.02.2025 of the Board of Directors of ATHEXCSD with retroactive effect as of 29.11.2024.

<sup>11</sup> Subpar. 3 of par. 12.2 of article 12 was amended as above by virtue of decision 371/24.02.2025 of the Board of Directors of ATHEXCSD with retroactive effect as of 29.11.2024.

<sup>12</sup> Subpar. 4 of par. 12.2 of article 12 was amended as above by virtue of decision 371/24.02.2025 of the Board of Directors of ATHEXCSD with retroactive effect as of 29.11.2024.

notifications to the beneficiary will continue to be sent without delay to the beneficiary's e-mail address<sup>13</sup>.

6. In the event that, at the request of the beneficiary- customer to the Participant who has registered him/her to the Service, the beneficiary-customer does not wish to receive notifications by email or sms, the notifications will continue to be produced without delay and kept available to him/her in a central notification file which he/she will be able to access through the AXIAweb service, provided he/she has access codes to the service. The beneficiary will be informed of this by means of a notification of his/her registration details, which will be sent by the Service following any change in the contact details (email and/or sms) that existed before the change.<sup>14</sup>

7. During the provision of the Service, personal data of investors will be processed by ATHEXCSD and the Participants under the role of independent Data Controllers. ATHEXCSD in its institutional role as a provider of information services to beneficiaries, for the use and comparison of their transaction data in the DSS and for the transmission of information messages, and the Participants, in accordance with their legal obligations to inform their clients and to provide them with comprehensive services, for the selection of their beneficiaries-clients and the transmission of their data to ATHEXCSD. The two parties, ATHEXCSD and Participants, fully comply with their obligations under the legislation on personal data protection, such as Regulation (EU) 2016/679 (GDPR), Law 4624/2019 and, in general, the provisions of the EU and Greek legislation on personal data protection.

## **Article 13. Stock exchange information monitoring and online trading - MARKETorder/InBroker® software**

### **13.1 Introduction**

ATHEXCSD sells available MARKETorder/InBroker® products.

MARKETorder/InBroker® serves the action of its Clients (and/or users/investors) for OnLine Trading ATHEX /CSE /XNET / International Markets (Order Management System) and Monitoring of ATHEX /CSE and International Markets (Market Data View).

MARKETorder/InBroker® involves:

1. Development, Provision and Maintenance (preventive/evolutionary) of Software
2. Interconnection with third-party systems and user Configuration/Access
3. Implementation of additional algorithms (Custom Development)

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<sup>13</sup> Subpar. 5 of par. 12.2 of article 12 was amended as above by virtue of decision 371/24.02.2025 of the Board of Directors of ATHEXCSD with retroactive effect as of 29.11.2024.

<sup>14</sup> Subpar. 6 of par. 12.2 of article 12 was amended as above by virtue of decision 371/24.02.2025 of the Board of Directors of ATHEXCSD with retroactive effect as of 29.11.2024.

4. Technical Support for the daily operation (Up & Running) and client service for the use of applications

## **13.2 Description**

### **13.2.1 MARKETOrder Software: OnLine trading (Order Management System - Core System).**

Used by internal users of the client (Brokers), but also available to external users/partners of the client;

- a) Open architecture to establish interfaces with third-party tools for importing and managing orders via API, Web Service, FIX Engine, etc.;
- b) Management of roles and rights per user at the level of markets and trading products and investors at the level of procurement and credit policies;
- c) Recording of incidents (audit trail) at a level defined by the administrator both as a general parameter and at the user level, as well as recording and monitoring of communication messages with other external systems

### **13.2.2 InBroker® Software: Broadcast/Monitoring of Stock Exchange Information (Core System)**

- a) Interconnection with multiple Suppliers of Information (e.g., Stock Exchanges, News, Mutual, etc.) and alignment with the Stock Exchange Information provision rules
- b) Open communication architecture through API and Web Service. Information broadcasting in many ways: Stream Service, Data Request Service, Data Writer, Web Service
- c) Recording of incidents (audit trail) at the level of information rights defined by the operator both as a general parameter and at the user level

GUI: Users (on the basis of the rights assigned to them, can perform their transactional action or have real-time information through our applications:

1. MARKETorder/InBroker® Desktop client/Java application
2. MARKETorder/InBroker® Lite - Web client

Additional tools such as e.g. CRM, ticketing system, contribute to the handling of the client base and assistance provided to such clients.

Clients of MARKETorder/InBroker® may be Financial undertakings, stock exchange companies, news sites, listed companies and generally any trading company in stock exchange markets

(ATHEX, CSE, XNET, International Markets) or any company that uses or displays information (for own needs or its clients).

### **13.3 Mode of Provision**

Marketing of such services and products follows the general sales practices:

1. Pre-Sales: The sales team finds/approaches or directly contacts the Prospective Client. Following is a process of informing, understanding, etc.
2. Sales: Submission of a Financial Proposal followed by the signing of a contract (commercial agreement) with the client. The text of the contract is subject to negotiation.
3. After Sales: Client monitoring to promote new functions/services (up-selling, cross selling).

### **Article 14. Service for the provision to the Issuers of the right to use an electronic platform for the remote holding of General Meetings (AXIA eShareholders' Meeting)<sup>15</sup>**

The services for the provision to the Issuers of the right to use the electronic platform managed by ATHEXCSD for the remote holding of general meetings (AXIA e-shareholders meeting) are provided in accordance with Resolution 8 of ATHEXCSD.

### **Article 15. Provision of software for the preparation of an Electronic Book Building - EBB.**

1. The EBB service is provided according to the procedure, the supporting documents and timing described in Decision No 34 'Electronic Book Building Service - EBB' of ATHEX, and in Decision No 5 of ATHEXCSD titled "Settlement Service".
2. Obtaining orders for the EBB preparation is done either by configuring Athex Gateway and their front office systems, or through the XnetTrader web application.
3. The technical specifications for the configuration of Athex Gateway and access to XnetTrader are provided in the respective technical manuals of ATHEXCSD.
4. The access is made through ATHEX-Net, in accordance with the provisions of 5.1 hereof, and the use of a special link (URL) provided by ATHEXCSD to the EBB Members.

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<sup>15</sup> Article 14 of the Resolution is amended as above by virtue of decision 345/24.04.2023 by the Board of Directors with effect as of 19.06.2023

**Article 16. Availability and support of software systems and accompanying services**

**16.1 Transaction Clearing or Settlement Systems**

This service relates to

- a. Systems, software and services for clearing and/or settling transactions such as:
  - I. Marketing, installation and/or support of systems and software
  - II. Evolutive maintenance of such systems and/or software
  - III. Provision of support and operation services
- b. provided to each entity, domestic or foreign, such as:
  - I. Market Operators;
  - II. Clearing houses;
  - III. Electricity and/or Natural Gas Transmission Operators,
- c. by means of a Contract that mentions and agrees the specific terms agreed upon, on a case by case basis, such as:
  - I. the detailed conditions for the provision of systems and services; and
  - II. the agreed pricing policy

**16.2 Transaction settlement and/or registration systems**

This service relates to:

- a. Systems, software and services for the settlement of transactions and the registration and retention of its results, such as:
  - i. Marketing, installation and/or support of systems and software
  - ii. Evolutive maintenance of such systems and/or software
  - iii. Provision of support and operation services
- b. provided to each entity, domestic or foreign, such as:
  - i. Market Operators;
  - ii. Clearing houses;
  - iii. Electricity and/or Natural Gas Transmission Operators,
  - iv. Issuers,
- c. by means of a Contract that mentions and agrees the specific terms agreed upon, on a case by case basis, such as:
  - i. the detailed conditions for the provision of systems and services; and
  - ii. the agreed pricing policy

### **16.3 System for the access of certified users-investors of the CSE to the DSS (CSD-online)**

CSD-online is a system for the access of certified CSE investors to data relating to their portfolio, as well as for access to the movements of their accounts. In the context of the ATHEX-CSE Joint Platform project, the application has been modified to be compatible with DSS.

### **Article 17. Provision of a service for Shared Access Points to the Participants**

1. The service is provided to Participants and involves the disposal and maintenance of space and infrastructure for access to the DSS, of a limited number of terminals, from the offices of ATHEXCSD.
2. The request for the use of a SAP terminal is submitted to the competent department of ATHEXCSD. The user who will use a SAP terminal to access the DSS, must have the appropriate ATHEXCSD certificate.
3. The competent department may reject a documented request for the use of a SAP terminal when the circumstances so require, for example in the event of an epidemic, or other reasons concerning the security of the building and staff.
4. SAP terminals are limited in number, so, if the requests for use received exceed the number of available terminals, the competent department shall follow a 'first-comefirst-served system' policy.

### **Article 18. Hosting Services - Co-location**

1. The service is provided to Market Participants as well as to third parties and involves the hosting of physical (hardware) or virtual equipment and applications, space allocation and supporting infrastructure (electricity, air conditioning, etc.), and / or technical management and application support. It may also be provided in the form of 'Data Center as a Service - DCaaS'. Through the DCaaS service, infrastructures and facilities of physical data centers are provided to clients, allowing them remote access to the storage resources, the server and access via a WAN network.
2. These services are provided upon the conclusion of a contract in the form of a Service Level Agreement (SLA).

### **Article 19. Entry into force**

1. This decision shall be made public via the website of ATHEXCSD (link). This shall become effective from its publication, namely from 12.04.2021.
2. The publication hereof shall be subject to the formalities set out in Article 2.6 of Part 2 of Section I of the Rulebook.