

Terms of Use AXIAsms-email Service

The Hellenic Central Securities Depository S.A. (hereinafter, "ATHEXCSD") provides the Participants with the possibility to register their clients, investors - beneficiaries of Securities Account Units in the Intangible Securities System (hereinafter, "S.A.T. "), so that the latter can receive direct electronic information, via the Internet or via mobile telephone network by sms message, regarding changes in the details of their Share, as well as changes in the composition of their portfolio of securities (shares, rights, warrants, bonds, etc.). etc.) held in their Share, in accordance with the ATHEXCSD Operating Regulations and Resolutions 14 & 16 of the Board of Directors of ATHEXCSD (hereinafter, the "Service" or the "Services").

In particular, the Participant's customers, investors - Unit holders in the S.A.T., who have registered with the Service, are provided with electronic information on the following:

- registration or deactivation of a customer to the Service,
- changes made to the static data of their Share,
- changes in the composition of their portfolio in the STS, and
- other relevant notifications to beneficiaries as declared by the relevant Participant.

The Terms of Use of the Service are as follows:

1. The Participants, as part of their institutional obligations to provide information, shall declare to the STS the eligible clients to whom they wish to provide each of the above Services. The registration of customers to the Service implies the Participant's automatic acceptance of the terms and conditions of the Service, as reflected in this Agreement and in effect from time to time (hereinafter, the "Terms of Service" or the "Terms of Service").
2. Updates will be sent by default by email to the email address registered in the Beneficiary's Account in the S.A.T. and by mobile phone sms, provided, however, that the Beneficiary's mobile phone number is available in the S.A.T. and is indicated as an option by the Participant.
3. From the submission of the declaration of the beneficiaries by the Participants to the S.A.T. and onwards, ATHEXCSD will send the aforementioned notifications to the declared beneficiaries in order to receive them directly as real-time alerts, without delay, upon completion of the settlement, registration or processing of corporate events and if these procedures result in a change in the data held in the Participants' Securities Account and Securities Account.
4. In the event of a Participant's request to discontinue the use of a beneficiary-client's mobile phone number during the provision of the Service, the relevant notifications to the beneficiary will continue to be sent in real-time to the beneficiary's email address registered in the DSS
5. In the event that the Participant's beneficiary-customer objects to receiving the Service, the Participant may, depending on the beneficiary's wishes, either deactivate the beneficiary's participation in the service, or the notifications may continue to be produced in real-time and kept available to the beneficiary in a central notification file to which he/she will be able to access through the AXIAweb service, provided that he/she has access codes to the service and in accordance with the terms governing the provision of the service. In the second case, each time an alert record is created in the central alert file on behalf of a beneficiary, a notification of the alert record created will be sent in real time to the beneficiary's e-mail address registered in the SSA.
6. The failure at any time by a party to this Agreement to exercise any right conferred by this Agreement or by law shall not constitute a waiver by such party of the exercise of such right in the future, nor shall it constitute a waiver or impairment of such right. Either party shall have the right at any time to require the other party to comply fully and completely with the Terms of Service.

7. Both parties expressly agree that the probative value of electronic messages is equivalent to that of documents.

8. The software supporting the above services is the property of ATHEXCSD and any copying, imitation or falsification of the software by the recipients of the Service or by third parties is a criminal offence, and ATHEXCSD reserves the right to seek redress for any damage it may suffer.

9. The Participant declares that he/she is aware that the transmission of information via the Internet may involve risks of malicious interception or alteration of the content circulated in the context of the provision of the Service by third parties and that in any such case ATHEXCSD shall not be liable and shall not assume the associated risks.

10. The invalidity or nullity of a Term of Use of the Service shall in no way affect the validity of the remaining Terms of Use, which shall remain in force, and the parties agree that they will negotiate in good faith and replace or modify the invalid part.

11. The Participant shall pay commission and expenses to ATHEXCSD with all legal charges thereon, as set forth in the ATHEXCSD Pricing Policy. The Participant shall bear any reasonable costs and expenses incurred by ATHEXCSD in the event of a breach of the Terms of Use by the rightful customers, including any legal costs of litigating ATHEXCSD's claims and costs of enforcing any debt associated with the Agreement.

12. ATHEXCSD and the respective Participant using the Service in accordance with these Terms of Use shall have the right to terminate the cooperation unilaterally at any time, without prejudice and without cause, subject to a period of one (1) month from the date of notice to the other party. The termination shall be made by means of a document sent either by post, e-mail or any other appropriate means agreed upon from time to time. In the event that the aforementioned deadline is not observed by either of the terminating parties, the other party shall be entitled to seek by all legal means compensation for any damage suffered as a result of the failure to observe the deadline, excluding compensation for consequential or indirect damage or loss of profit.

By way of derogation from the above time limit, the termination may have immediate effect where there is good cause, such as, but not limited to, where:

- α. The Participant or ATHEXCSD violates the Terms of Use of the Service,
 - β. By law or decision of any governmental, regulatory or supervisory authority, ATHEXCSD's cooperation with the relevant Participant under these Terms of Use becomes impossible or particularly burdensome for one or both parties,
 - c. a revocation of the operating license and/or bankruptcy and/or receivership, administration of creditors, special liquidation or - any form of - compulsory liquidation or execution, collective or otherwise, as well as any other similar situation, dissolution according to law, of the Participant or ATHEXCSD takes place.
- Fees and other charges for the provision of the Service regulated by ATHEXCSD's pricing policy and paid by the Participant shall be paid in the event of termination, only, pro rata up to the time of termination. Where the above charges have been paid in advance, they will be similarly refunded on a pro rata basis.

13. The partnership creates rights and obligations only between ATHEXCSD and each Participant who makes use of the Service by accepting the Terms of Use. The Participant acknowledges and accepts that he/she is solely responsible for failure to perform or defective performance of his/her obligations arising from or related to the regulatory framework and for reasons that do not constitute fraud or gross negligence on the part of ATHEXCSD.

14. In the course of providing the Service, personal data of investors will be processed by ATHEXCSD and the Participants in the role of independent Data Controllers. ATHEXCSD, in its statutory role as a provider of information service to the beneficiaries, for the use and cross-checking of their transaction data in the S.A.T. and for the transmission of information

messages, and the Participants, in accordance with both their legal obligations to inform their clients and to provide comprehensive services to them, for the selection of their eligible clients and the transmission of their data to ATHEXCSD. Both 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, more generally, the provisions of the EU and Greek legislation on personal data protection.

15. The terms of this cooperation shall be interpreted and regulated exclusively and in their entirety by Greek Law. Any dispute arising between the parties in connection with this cooperation, which cannot be resolved amicably, shall be resolved by the exclusive jurisdiction of the courts of Athens.