



**ATHEXCLEAR**  
*Clearing House*

## **Rulebook for Clearing Derivatives Transactions**

*Version 2.5*

*March 2026*

In accordance with article 73 of Law 3606/2007, decision 103/28.7.2014 of the Board of Directors of "Athens Exchange Clearing House S.A." (ATHEXClear) and approval decision 1/704/22-01-2015 of the Hellenic Capital Market Commission (HCMC)

1<sup>st</sup> Amendment

In accordance with the decision dated 27.11.2017 of the Board of Directors of ATHEXClear, which was approved by virtue of decision 804/21.12.2017 of the Hellenic Capital Market Commission (Government Gazette B/4655/29.12.2017)

2<sup>nd</sup> Amendment

In accordance with decision 173/24.6.2019 of the Board of Directors of ATHEXClear, which was approved by virtue of decision 871/28.2.2020 of the Hellenic Capital Market Commission (Government Gazette B/1568/24.04.2020)

3<sup>rd</sup> Amendment

In accordance with decision 214/28.01.2022 of the Board of Directors of ATHEXClear, which was approved by virtue of decision 1C 944/31.01.2022 of the Hellenic Capital Market Commission (Government Gazette B 989/04.03.2022)

4<sup>th</sup> Amendment

In accordance with decision 259/31.03.2025 of the Board of Directors of ATHEXClear, which was approved by virtue of decision 1083/04.03.2026 of the Hellenic Capital Market Commission (Government Gazette B X/XX.XX.2026)

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## Scope of the Rulebook

1. From the date of entry into force of the decision of the Hellenic Capital Market Commission to approve this Rulebook, as well as any amendments hereto, the Rulebook, as applicable at any time, shall, in accordance with Law 3606/2007, as well as article 16 of Law 4425/2016, be binding on Market Operators, Market Members, Clearing Members, the ATHEXCSD, Participants, such other systems as work with ATHEXClear and payment and settlement bodies, including all such other person as is connected to the trades cleared by ATHEXClear, or to the clearing and settlement of such trades.<sup>1</sup>
2. Upon submission of application to become a Clearing Member, Market Member or Participant, the applicant shall adhere to all provisions of the Rulebook and undertakes all obligations arising thereof. This Rulebook shall, in any case, be deemed to be complied with by any person under point 1 above as of its entry into force pursuant to the terms included herein.
3. Where in this Rulebook provision is made for obligations incurred by persons who are not Clearing Members, Market Members or Participants, but are contractually linked to them, for instance as clients of members of the Board or performance assistants or agents, the Clearing Members, Market Members and Participants, as appropriate, should ensure in an appropriate manner and in accordance with any suggestions of ATHEXClear that such persons are bound by the provisions of and their obligations under the Rulebook.
4. Adequate knowledge and observance of the rules of this Rulebook shall be an independent obligation of the persons mentioned in the preceding paragraphs, this however shall not under any circumstances exempt them from other obligations arising from the law or imposed by the competent, if applicable, supervisory authority.
5. The provisions of the Rulebook shall be construed in good faith, in accordance with fair trade practice and accepted practices of the capital market, with a view to ensuring the proper and smooth functioning of the financial system. Applicable to this Rulebook are in particular the provisions of Articles 173, 193, 196, 200 and 288 of the Civil Code. Where any provision hereof becomes void, this shall, for any reason, affect the validity and binding nature of the remaining provisions of the Rulebook.
6. Unless otherwise expressly stipulated in this Rulebook, whenever reference is made herein to laws, resolutions or regulations, including, as a general rule, texts with institutional content, which shall also include Union legislation, such laws, directives, resolutions or regulations shall be meant as they are in force from time to time. Where this Rulebook is referenced, such Rulebook shall be meant as is in force each time.

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<sup>1</sup> Paragraph 1 was replaced as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

## SECTION I. DEFINITIONS - GENERAL PROVISIONS

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### PART 1. Definitions

For the purposes of implementing this Rulebook the following definitions shall apply:

**Securities Market:** The regulated Securities Market of ATHEX operating in accordance with the provisions of the ATHEX Rulebook and the Alternative Market operating in accordance with the Alternative Market Operating Rules, which have been duly licensed by the Hellenic Capital Market Commission, are governed by national law and whose transactions are cleared by ATHEXClear in accordance with the Rulebook for Clearing Transactions in Book-Entry Securities.

**Derivatives Market:** The following regulated markets of Law 4514/2018 and of Law 4425/2016 which are supervised by the Hellenic Capital Market Commission, whose transactions are cleared by ATHEXClear in accordance with provisions in force and the stipulations set out herein:

- a) the ATHEX Derivatives Market, which operates in accordance with the provisions of the Athens Exchange Rulebook, and
- b) the Energy Financial Market of Hellenic Energy Exchange (HEnEx), which operates in accordance with Law 4425/2016 and the provisions of the Rulebook of the Derivatives Market of HEnEx, which for the purposes hereof is called HEnEx Derivatives Market.

Wherever in this Rulebook the term 'Derivatives Market' is referred to in the singular or plural, such reference shall be to both or either of the aforesaid markets as appropriate, unless otherwise expressly stated.<sup>2</sup>

**Market:** The ATHEX Derivatives Market, the HEnEx Derivatives Market and the ATHEX Securities Lending Mechanism. Wherever in this Rulebook the term Market is referred to in the singular or plural, it shall mean all of these markets or any of them, as appropriate, unless otherwise expressly stated.<sup>3</sup>

**Securities:** Those Securities which are traded on a Market on the basis of the Market Rulebook that governs it and the transactions cleared by ATHEXClear in accordance with the terms hereof or which constitute collateral provided in accordance with the terms hereof, as appropriate.<sup>4</sup>

**Competent Authorities:** The authorities responsible for the supervision of the person to which they report, as appropriate, in accordance with the scope and specific terms hereof.

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<sup>2</sup> The definition of 'Derivatives Market' was replaced as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

<sup>3</sup> The definition of 'Market' was replaced as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

<sup>4</sup> The definition of 'Securities' was added as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXClear with effect as of 01.02.2022.

**Securities lending or borrowing:** The lending or borrowing of securities or the sale or purchase of securities under buy back or sell back agreements as arising from the transactions on securities lending products in the Securities Lending Mechanism of ATHEX.

**Data Sheet:** The sheet kept daily by the Clearing Member per client in a durable medium that guarantees safe keeping, with all data and information in relation to the clearing and settlement of transactions and positions of the client, including but not limited to outstanding transactions and positions of the client in connection with the clearing procedures, as they arise at the end of each clearing day and risk calculation in accordance with the terms hereof, the performance rights and obligations of the client in connection with these positions, the collateral provided by the client, the transactions on and records of the client's accounts in relation to the clearing and settlement of transactions, as well as any other relevant information that ATHEXClear may decide to specify, also establishing any relevant technical term in relation to implementation.

**Physical Settlement Declaration:** The declaration that is forwarded to the Energy Trading Spot System (ETSS) by ATHEXClear on behalf of a Clearing Member, which is acting for a Participant, and relates to the performance of Physical Settlement by the Participant as the result of the exercise of its respective right in accordance with article 7.17, Part 7, Section II.<sup>5</sup>

**Intermediary:** An investment firm or credit institution within the meaning of Law 4514/2018 and Directive 2014/65/EC conducting, through Market Members, transactions in its own name but on behalf of clients, the positions resulting from which are held through Clients Position Accounts under the terms of this Rulebook.

**Market Operator:** The following market operators of Law 4514/2018 and of Law 4425/2016 which are supervised by the Hellenic Capital Market Commission:

- a) the public limited company "Hellenic Exchanges - Athens Exchange S.A." (Athens Exchange or ATHEX) as market operator of the ATHEX Derivatives Market,
- b) the public limited company "Hellenic Energy Exchange S.A." (HEnEx) as market operator of the HEnEx Derivatives Market.

Wherever reference is made in this Rulebook to the term Market Operator, in either the singular or the plural, it shall mean both of the aforesaid Market Operators or either of them as appropriate, unless otherwise expressly stated.<sup>6</sup>

**Operator:** An investment firm or credit institution within the meaning of Law 3606/2007 and Directive 2004/39/EC conducting the aggregate execution of client orders in the framework of managing client portfolios pursuant to applicable provisions.

**Dedicated Own Resources:** The amount made available by ATHEXClear to cover Clearing Member default which is utilised after its share in the Default Fund has been used to cover the default and before the Default Fund shares of non-defaulting Clearing Members are used in accordance with the terms hereof.

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<sup>5</sup> A new definition, 'Physical Settlement Declaration', was added as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

<sup>6</sup> The definition of 'Market Operator' was replaced as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

**Dedicated Recovery Own Resources:** The amount, within the meaning of paragraph 14 of Article 9 of Regulation (EU) 23/2021, made available by ATHEXCLEAR, in addition to the Dedicated Own Resources:

(a) for the coverage of loss in the event of a default of a Clearing Member that has not been covered in accordance with Article 2.5 of Section IV of the Regulation

(b) for the coverage of loss caused by any reason other than the default of a Clearing Member, as may be specified by in a Decision of ATHEXCLEAR.<sup>7</sup>

**Clearing Member:** An investment firm or credit institution, as defined in accordance with applicable provisions and in particular Law 4514/2018 and Directive 2014/65/EU, which participates in the System for the clearing and settlement of transactions cleared by ATHEXCLEAR and is accountable to ATHEXCLEAR for the fulfilment of any and all obligations arising from this participation in accordance with the provisions of this Rulebook. Any reference in this Rulebook to 'Clearing Members', in either singular or plural, shall be to Direct Clearing Members and General Clearing Members, as defined herein, or to either of them as the case may be, unless otherwise expressly stated.

**Investor:** A natural or legal person or other legal arrangement that has, under the law that governs it, trading capacity, including but not limited to mutual funds or funds according to applicable provisions, for which an Investor Position Account is kept pursuant to the terms hereof.

**Recovery Committee:** The committee of the Board established and operating in accordance with the provisions of Article 1.4.2 of Section V, which is responsible for recovery matters in accordance with the terms of Part 1 of Section V.<sup>8</sup>

**Risk Committee:** The committee that is composed of representatives of Clearing Members, independent members of the Board of ATHEXCLEAR and representatives of its clients, as specified by the terms of this Rulebook. Such committee functions in accordance with the terms hereof and the provisions set out in Regulation (EU) No 648/2012.

**ATHEXCLEAR:** The public limited company with legal name "Athens Exchange Clearing House S.A." and trading name "ATHEXCLEAR", which operates as a central counterparty (CCP) within the meaning of Regulation (EU) No 648/2012 and as a System Operator under Law 3606/2007 for the clearing of transactions carried out in the ATHEX Derivatives Market, in the ATHEX Securities Lending Mechanism, as well as in the HEnEx Derivatives Market in accordance with the provisions of this Rulebook.<sup>9</sup>

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<sup>7</sup> New definition 'Dedicated Recovery Own Resources' was added as above by virtue of decision 259/31.03.2025 of the Board of Directors of ATHEXCLEAR.

<sup>8</sup> New definition 'Recovery Committee' was added as above by virtue of decision 259/31.03.2025 of the Board of Directors of ATHEXCLEAR.

<sup>9</sup> The definition of 'ATHEXCLEAR' was replaced as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXCLEAR with effect as of 28.2.2020.

**ATHEXCSD:** The public limited company with legal name "HELLENIC CENTRAL SECURITIES DEPOSITORY S.A." which operates as a Central Securities Depository (CSD) in accordance with Regulation (EU) No 909/2014, Law 4569/2018 and the specific terms of this Rulebook.<sup>10</sup>

**Market Rulebook:** The Athens Exchange (ATHEX) Rulebook in respect of the Derivatives Market and the Securities Lending Mechanism of ATHEX, as well as the Rulebook for the Energy Financial Market as HEnEx Derivatives Market, which have been approved by the Hellenic Capital Market Commission in accordance with Law 4514/2018. Wherever reference is made in this Rulebook to the term 'Market Rulebook', in either the singular or the plural, it shall mean both of the aforesaid Rulebooks or either of them as appropriate, unless otherwise expressly stated.<sup>11</sup>

**ATHEXCSD Rulebook:** The Rulebook of ATHEXCSD, as in force from time to time, which is issued by ATHEXCSD and approved by the Hellenic Capital Market Commission in accordance with Law 4569/2018.<sup>12</sup>

**Rulebook:** This Rulebook for Clearing Derivatives Transactions drawn up by ATHEXCLEAR in accordance with applicable provisions. Any reference herein to the term 'Rulebook' shall also be to the Decisions issued in implementation thereof.

**Default Fund:** The pre-funded fund operating under Regulation (EU) No 648/2012 and Law 3606/2007 which is managed by ATHEXCLEAR to protect the system from credit risks of Clearing Members, as such risks arise from the clearing of transactions in the ATHEX Derivatives Market, the ATHEX Securities Lending Mechanism, and the HEnEx Derivatives Market, in accordance with the terms of this Rulebook.<sup>13</sup>

**Trading Code:** The trading code used by a Market Member in each Market for carrying out transactions in that Market, as specified in each case in the Market Rulebook.

**Securities Account:** The Securities Account in the DSS, as defined in the ATHEXCSD Rulebook.<sup>14</sup>

**Own Securities Account:** The Own Securities Account, as defined in the ATHEXCSD Rulebook.

**Clients Securities Account:** The Clients Securities Account, as defined in the ATHEXCSD Rulebook.

**Client Securities Account:** The Client Securities Account, as defined in the ATHEXCSD Rulebook.<sup>15</sup>

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<sup>10</sup> The definition of 'ATHEXCSD' was replaced as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXCLEAR with effect as of 01.02.2022.

<sup>11</sup> The definition of 'Market Rulebook' was replaced as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXCLEAR.

<sup>12</sup> The definition of 'ATHEXCSD Rulebook' was replaced as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXCLEAR with effect as of 01.02.2022.

<sup>13</sup> The definition of 'Default Fund' was replaced as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXCLEAR with effect as of 28.2.2020.

<sup>14</sup> The definition of 'Securities Account' was replaced as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXCLEAR with effect as of 01.02.2022.

**Securities Settlement Account:** The Securities Account held by a Participant for the settlement of Securities transactions in accordance with the ATHEXCSD Rulebook. For the purposes of this Rulebook, Securities Accounts in the DSS shall be considered Securities Settlement Accounts.<sup>16</sup>

**Own Clearing Account:** The account held by a Clearing Member in its name in the System to clear its own transactions in accordance with the terms hereof.

**Clients Clearing Account:** The Direct Clients Clearing Account and the Indirect Clients Clearing Account, as the case may be. Unless otherwise specified in this Rulebook, any reference to the term 'Clients Clearing Account' shall be to the Direct Clients Clearing Account and the Indirect Clients Clearing Account jointly.<sup>17</sup>

**Direct Clients Clearing Account:** The account held by a Clearing Member in the System for its direct clients for clearing the transactions of the relevant clients in accordance with provisions in force and the stipulations of this Rulebook.<sup>18</sup>

**Indirect Clients Clearing Account:** The account held by a Clearing Member in the System exclusively for the clients of Clients (indirect clients), where Clients are investment firms or credit institutions, for clearing the transactions of the relevant clients in accordance with Commission Delegated Regulation (EU) 2017/2154 and the provisions of this Rulebook.<sup>19</sup>

**Client Clearing Account:** The account held in the System by a Clearing Member in the name of a Client for the purpose of clearing the transactions of that Client in accordance with the terms hereof.

**Clearing Account:** Own Clearing Account, Clients Clearing Account, and Client Clearing Account. Wherever in this Rulebook reference is made to the term 'Clearing Account', in the singular or plural, it shall mean all of the above Clearing Accounts, or each one, as appropriate, unless otherwise expressly stated.

**Operator Position Account:** Account in the System linked to Clearing Subaccount of the Clearing Member through which positions arising from transactions of centralized execution of orders of the Operator, which have not been allocated to its clients' Trading Codes, as conducted based on the Credit Limit of the relevant Clearing Subaccount, are registered as declared by the Clearing Member.

**Market Maker Position Account:** The account in the System associated with the Clearing Subaccount of the Clearing Member through which Market Maker positions arising from market

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<sup>15</sup> The definitions of 'Own Securities Account', 'Clients Securities Account' and 'Client Securities Account' were added by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXClear with effect as of 01.02.2022.

<sup>16</sup> The definition of 'Securities Settlement Account' was replaced as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXClear with effect as of 01.02.2022.

<sup>17</sup> The definition of 'Clients Clearing Account' was replaced as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXClear.

<sup>18</sup> The definition of 'Direct Clients Clearing Account' was added as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXClear.

<sup>19</sup> The definition of 'Indirect Clients Clearing Account' was added as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXClear.

making transactions in accordance with the ATHEX Rulebook pursuant to the Credit Limit of the relevant Clearing Subaccount, are registered as declared by the Clearing Member.

**ETF Market Maker Position Account:** The account in the System associated with the Clearing Subaccount of the Clearing Member through which Market Maker positions, ETFs arising from market making transactions in accordance with the ATHEX Rulebook pursuant to the Credit Limit of the relevant Clearing Subaccount, are registered as declared by the Clearing Member.

**Derivatives Market Maker Position Account:** The account in the System associated with the Clearing Subaccount of the Clearing Member through which Derivatives Market Maker positions arising from market making transactions in accordance with the Market Rulebook pursuant to the Credit Limit of the relevant Clearing Subaccount, are registered as declared by the Clearing Member.

**Depository Receipts Market Maker Position Account:** The account in the System associated with the Clearing Subaccount of the Clearing Member through which Warrants Market Maker positions arising from market making transactions in accordance with the ATHEX Rulebook pursuant to the Credit Limit of the relevant Clearing Subaccount, are registered as declared by the Clearing Member.

**Structured Products Market Maker Position Account:** The account in the System associated with the Clearing Subaccount of the Clearing Member through which Structured Products Market Maker positions, ETFs arising from market making transactions in accordance with the ATHEX Rulebook pursuant to the Credit Limit of the relevant Clearing Subaccount, are registered as declared by the Clearing Member.

**Investor Position Account:** The account in the System associated with a Clients or Client Clearing Subaccount of the Clearing Member through which positions for the Investor arising from transactions conducted pursuant to the Credit Limit of the relevant Clearing Subaccount, are registered as declared by the Clearing Member. For the purposes of determining the Investor Position Account corresponding to a Client Clearing Subaccount and Client Clearing Account, the Investor shall be taken to be the Client.

**Own Position Account:** The account in the System associated with an Own Clearing Subaccount of the Clearing Member through which own positions of the Clearing Member arising from transactions conducted pursuant to the Credit Limit of the relevant Own Clearing Subaccount, are registered as declared by the Clearing Member. The above own positions shall not include any positions that may be held by the Clearing Member and registered in a Member Position Account of the Clearing Member in accordance with the terms hereof.

**Member Error Position Account:** Account in the System linked to Clearing Subaccount of the Clearing Member through which positions arising from transactions of erroneous execution of orders of a Market Member, as conducted based on the Credit Limit of the relevant Clearing Subaccount, are registered as declared by the Clearing Member.

**Securities Market Member Position Account (fail trades):** Account in the System linked to the Clearing Subaccount of the Clearing Member through which positions of the clearing member in the clearing system of the Securities Market arising from securities lending transactions conducted in the Securities Lending Mechanism to cover fail trades in the Securities Market based on the Credit Limit of the relevant Clearing Subaccount, are registered as declared by the Clearing Member.

**Member Position Account:** Derivatives Market Maker Position Account, Market Maker Position Account, ETF Market Maker Position Account, Structured Products Market Maker Position Account, Warrants Market Maker Position Account, Securities Market Position Account, Operator Position Account, and Member Error Position Account. Wherever in this Rulebook reference is made to the term Member Position Account it shall mean all of the above Position Accounts, or each one, as appropriate, unless otherwise expressly stated.

**Clients Position Account:** The account in the System associated with a Clients Clearing Subaccount of the Clearing Member through which positions of the Intermediary's clients arising from transactions conducted under the Market Rulebook pursuant to the Credit Limit of the relevant Clearing Subaccount, are registered as declared by the Clearing Member.

**Position Account:** Own Position Account, Derivatives Market Maker Position Account, Market Maker Position Account, ETF Market Maker Position Account, Structured Products Market Maker Position Account, Warrants Market Maker Position Account, Securities Market Position Account, Clients Position Account, Operator Position Account, Member Error Position Account, and Investor Position Account. Wherever in this Rulebook reference is made to the term Position Account it shall mean all of the above Position Accounts, or each one, as appropriate, unless otherwise expressly stated.

**Cash Settlement Account:** The account and any form of subaccount of such account held with a Settlement Agent for ATHEXClear, ATHEXCSD, Clearing Members or other Participants in accordance with this Rulebook and is used for the conduct of the cash settlement of transactions.

**Securities Market Member:** An investment firm or credit institution participating in the Securities Market for the conclusion of transactions in accordance with the rules governing its operation.

**Market Member:** A Member of the ATHEX Derivatives Market, as defined in the Athens Exchange Rulebook, or a Member of the HEnEx Derivatives Market, as defined in the HEnEx Derivatives Market Rulebook, as applicable.<sup>20</sup>

**Share (DSS):** A Share in the Dematerialised Securities System (DSS), as defined in the ATHEXCSD Rulebook.<sup>21</sup>

**System Operator Share:** The System Operator Share, as defined in the ATHEXCSD Rulebook.<sup>22</sup>

**Securities Lending Mechanism:** The ATHEX Securities Lending Mechanism which operates in accordance with the ATHEX Rulebook as a form of securities financing, notably as securities lending or contract of sale or purchase of securities under a buy back or sell back agreement,

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<sup>20</sup> The definition of 'Market Member' was replaced as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

<sup>21</sup> The definition of 'Share (DSS)' was replaced as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXClear with effect as of 01.02.2022.

<sup>22</sup> The definition of 'System Operator Share' was added as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXClear with effect as of 01.02.2022.

within the meaning of Article 2(10) of Commission Regulation (EC) No 1287/2006 and is governed by national law and whose transactions are cleared by ATHEXClear as provided for in this Rulebook.

**Non-Clearing Member:** A Market Member that does not have the capacity of a Clearing Member and cooperates, for the clearing of the transactions it conducts on the Market, with at least one General Clearing Member in accordance with the terms hereof.

**Position Limit:** The limit set by ATHEXClear to Clearing Members as to the possibility of opening a position or keeping a position from transactions as provided for in this Rulebook.

**Derivatives or Derivatives transactions (contracts):** The financial instruments specified in points 4 to 10, Section C, Annex I of Law 4514/2018 and Directive 2014/65/EU, including the acts adopted in implementation of the aforesaid directive, which have been or are being admitted to the ATHEX Derivatives Market and the HEnEx Derivatives Market, in compliance with the provisions of Law 4425/2016 respectively and are cleared by ATHEXClear in accordance with the terms of this Rulebook.<sup>23</sup>

**Client:** An undertaking having a contractual relationship with a Clearing Member, which enables the undertaking to clear its transactions with ATHEXClear in accordance with provisions in force and the stipulations of this Rulebook.<sup>24</sup>

**Margin:** The margin defined in Regulation No 648/2012 and Commission Delegated Regulation (EU) 153/2013, provided to ATHEXClear to secure their respective obligations vis-a-vis the latter, as they result by Clearing Account in accordance with the terms hereof.

**Variation Margin:** The variation Margin, within the meaning of paragraph 42 of Article 2 of Regulation (EU) 2021/23, in the form of a repayable difference and paid by ATHEXClear to the Clearing Members in accordance with Article 7.9 of Section II, or any other payment made by ATHEXClear to the Clearing Members based on the valuations of the Positions of the Clearing Members in accordance with the terms hereof.<sup>25</sup>

**Certified Clearer:** The natural person who has been certified by ATHEXClear to perform clearing and settlement operations at a Clearing Member.

**Credit Limits:** The pre-funded limits set by ATHEXClear on Clearing Members in connection with the capacity of Market Members to enter orders and conduct transactions in the Market in accordance with the provisions of this Rulebook.

**Recovery Cash Call:** The request for cash payment for recovery, within the meaning of point 44 of Article 2 of Regulation (EU) 2021/23, addressed by ATHEXClear to non-defaulting Clearing Members for the payment of a maximum cash contribution equal to their contribution to the

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<sup>23</sup> The definition of 'Derivatives or Derivatives Transactions (contracts)' was replaced as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

<sup>24</sup> The definition of 'Client' was replaced as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXClear.

<sup>25</sup> New definition 'Variation Margin' was added as above by virtue of decision 259/31.03.2025 of the Board of Directors of ATHEXClear.

Default Fund, in addition to their contributions to the Default Fund pursuant to Part 5 of Section II, as provided for in Article 1.2 paragraph 2(i) of Part 1 of Section V.<sup>26</sup>

**Securities Lending Products:** Securities financing transactions, typically involving stock lending or stock borrowing, repurchase or reverse repurchase agreements within the meaning of par. 10, article 2 of Commission Regulation (EC) No 1287/2006, which are carried out in the Securities Lending Mechanism and cleared by ATHEXCLEAR as provided for in this Rulebook.

**Derivative Series:** Class of listed Derivative, determined in particular on the basis of the underlying security, the delivery period and the expiration date, as set in each case, or the exercise price also.<sup>27</sup>

**Board:** The Board of Directors of ATHEXCLEAR functioning in accordance with applicable provisions, in particular Law 2190/1920, Regulation (EU) 648/2012 and Law 3606/2007, and in general the statutory provisions governing ATHEXCLEAR.

**ATHEXCSD Participant:** The Participant in the Dematerialised Securities System (DSS) as defined in the ATHEXCSD Rulebook.<sup>28</sup>

**Participant in Electricity Markets or Participant:** Any natural or legal person that is entitled to carry out transactions in one or more Energy Markets managed by HEnEx, in accordance with Law 4425/2016 and the specific provisions of the Energy Exchange Rulebook.<sup>29</sup>

**Dematerialised Securities System (DSS):** The Dematerialised Securities System, as defined in the ATHEXCSD Rulebook.<sup>30</sup>

**System:** The system for clearing transactions on Derivatives managed by ATHEXCLEAR and which is governed by national law, through which ATHEXCLEAR, as central counterparty and System administrator, pursuant to applicable provisions, clears trades on the Derivatives Markets as specified herein. The above definition also includes the operation of the OASIS electronic clearing system. This shall also include such technical and support procedures as are linked to it and which ATHEXCLEAR employs for clearing purposes following the procedures it has in place.

**Energy Trading Spot System (ETSS):** The trading system that handles all the procedures of the Day-Ahead Market and the Intraday Market of HEnEx, performs all the necessary calculations and entries of data and results of the aforesaid markets, and manages the interface between the aforementioned markets and the Balancing Market administered by the Operator of the

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<sup>26</sup> New definition 'Recovery Cash Call' was added as above by virtue of decision 259/31.03.2025 of the Board of Directors of ATHEXCLEAR.

<sup>27</sup> The definition of 'Derivative Series' was replaced as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXCLEAR with effect as of 28.2.2020.

<sup>28</sup> The definition of 'ATHEXCSD Participant' was added by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXCLEAR with effect as of 01.02.2022.

<sup>29</sup> A new definition, 'Participant in Electricity Markets or Participant', was added as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXCLEAR with effect as of 28.2.2020.

<sup>30</sup> The definition of 'Dematerialised Securities System (DSS)' was replaced as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXCLEAR with effect as of 01.02.2022.

Hellenic Electricity Transmission System (HETS), in accordance with the provisions of the HEnEx Day-Ahead Market and Intraday Market Rulebook.<sup>31</sup>

**Recovery Plan:** The recovery plan within the meaning of Article 9 of Regulation (EU) 2021/23 adopted by ATHEXClear.<sup>32</sup>

**Resolution Plan:** The resolution plan drawn up by the Hellenic Capital Market Commission for ATHEXClear in accordance with Article 12 of Regulation (EU) 2021/23.<sup>33</sup>

**Own Clearing Subaccount:** Clearing Account of the Own Clearing Account of a Clearing Member held in the System for purposes of registration and allocation of the Credit Limit of the relevant Clearing Account in accordance with the terms hereof.

**Clients Clearing Subaccount:** The Clearing Subaccount of a Direct Clients Clearing Account or the Clearing Subaccount of an Indirect Clients Clearing Account of a Clearing Member as the case may be. Unless otherwise stipulated in this Rulebook, any reference to the term 'Clients Clearing Subaccount' shall be to the Direct Clients Clearing Subaccount and the Indirect Clients Clearing Subaccount jointly.<sup>34</sup>

**Direct Clients Clearing Subaccount:** The Clearing Subaccount of a Direct Clients Clearing Account of a Clearing Member, which is held in the System for the purpose of registering and allocating the Credit Limit of the relevant Direct Clients Clearing Account in accordance with the provisions of this Rulebook.<sup>35</sup>

**Indirect Clients Clearing Subaccount:** The Clearing Subaccount of an Indirect Clients Clearing Account of a Clearing Member which is held in the System for the purpose of registering and allocating the Credit Limit of the relevant Indirect Clients Clearing Account in accordance with the provisions of this Rulebook.<sup>36</sup>

**Client Clearing Subaccount:** Clearing Account of the Client Clearing Account of a Clearing Member held in the System for purposes of registration and allocation of the Credit Limit of the relevant Clearing Account in accordance with the terms hereof.

**Clearing Subaccount:** The Own Clearing Subaccount, Clients Clearing Subaccount and Client Clearing Subaccount. Wherever in this Rulebook reference is made to the term Clearing Subaccount, in the singular or plural, it shall mean all of the above Subaccounts, or each one, as appropriate, unless otherwise expressly stated.

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<sup>31</sup> A new definition, 'Energy Trading Spot System (ETSS)', was added as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

<sup>32</sup> New definition 'Recovery Plan' was added as above by virtue of decision 259/31.03.2025 of the Board of Directors of ATHEXClear.

<sup>33</sup> New definition 'Resolution Plan' was added as above by virtue of decision 259/31.03.2025 of the Board of Directors of ATHEXClear.

<sup>34</sup> The definition of 'Clients Clearing Subaccount' was replaced as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXClear.

<sup>35</sup> The definition of 'Direct Clients Clearing Subaccount' was added as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXClear.

<sup>36</sup> The definition of 'Indirect Clients Clearing Subaccount' was added as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXClear.

**Cash Settlement Agent:** A credit institution of Law 4261/2014 and Directive 2013/36/EU or Central Bank through which the cash settlement of transactions cleared by ATHEXCLEAR is performed.<sup>37</sup>

**Physical Settlement:** The settlement of Physical Delivery, which is conducted in respect of transactions in Derivatives on HEnEx, which are registered on the basis of procedures for the Registration and Submission of Physical Delivery/Offtake Declarations, in accordance with the HEnEx Day-Ahead Market and Intraday Market Rulebook and the terms hereof.<sup>38</sup>

## PART 2. <sup>39</sup>General provisions

### 2.1. ATHEXCLEAR duties and responsibility

1. As central counterparty and System administrator, ATHEXCLEAR is responsible, in accordance with applicable provisions, for the clearing of Derivatives transactions carried out in the Markets under the terms of this Rulebook. ATHEXCLEAR does not act as central counterparty with regard to the Physical Settlement of transactions in Derivatives on HEnEx. The general characteristics of Derivatives and securities lending products are set out in Annex I of this Rulebook. In the event of any change to the terms and characteristics of their operation or the addition of new ones under the Market Rulebook, such change or addition shall apply for the purposes of implementing this Rulebook without requiring an amendment to the Annex, subject to the provisions of Articles 3.3 and 3.4. of PART 3 of this SECTION.<sup>40</sup>
2. Clearing shall be effected through the System in respect of which the provisions of Law 2789/2000 and Directive 98/26/EC of the European Parliament and the Council regarding settlement finality shall apply.
3. ATHEXCLEAR shall be responsible for clearing transactions as central counterparty, while clearing responsibility vis-a-vis ATHEXCLEAR shall lie with the Clearing Members as is specifically provided for in this Rulebook.
4. Clearing shall be performed by ATHEXCLEAR through the System using electronic systems and related processes. ATHEXCLEAR shall perform algorithm-based clearing,

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<sup>37</sup> The definition of 'Cash Settlement Agent' was replaced as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXCLEAR with effect as of 01.02.2022.

<sup>38</sup> The definition 'Physical Settlement' was added as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXCLEAR with effect as of 28.2.2020.

<sup>39</sup> The definition of 'Operator' was deleted by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXCLEAR with effect as of 01.02.2022.

<sup>40</sup> Paragraph 1 of article 2.1 was replaced as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXCLEAR with effect as of 28.2.2020.

determining the settlement rights and corresponding obligations arising from transactions in accordance with the terms hereof.

5. The settlement of transactions, including any kind of transfer of Securities arising from clearing, is conducted by ATHEXCSD on the instructions of ATHEXClear, implementing the settlement finality provisions of Law 2789/2000 and Directive 98/26/EC of the European Parliament and the Council.
6. Settlement procedures do not include Physical Settlement, for which article 7.17 of Part 7, Section II is applicable.<sup>41</sup>
7. The settlement of transactions is performed on the basis of files transmitted by ATHEXClear to ATHEXCSD on a daily or other basis by means of electronic systems. ATHEXClear participates in the settlement of transactions as a central counterparty. Cash settlement is performed with the participation of one or more Cash Settlement Agents in accordance with ATHEXClear procedures, taking into account the currencies and settlement terms that apply to transactions.
8. ATHEXClear shall take appropriate steps to prevent operational problems in the systems it manages and seek to repair failures or malfunctions as soon as possible pursuant to applicable provisions. In this context, it shall have in place an adequate uninterrupted operation policy and disaster recovery plan for the purpose of remaining operational following destruction, timely recovery of operations and discharge of its duties as central counterparty in accordance with applicable provisions. In the case of malfunction problems in the systems used for clearing or other extraordinary events or force majeure affecting clearing, clearing shall be carried out using alternative methods established by ATHEXClear under its policies and procedures in accordance with applicable provisions in order to ensure the uninterrupted operation of its systems and continuation of clearing operations.
9. In every case, ATHEXClear shall bear no contractual or non-contractual liability, except for willful misconduct or gross negligence. It shall not be held liable:
  - 1) for any losses that may be incurred by Clearing Members, Market Members, Participants or any third party due to events caused by force majeure, including but not being limited to war, strikes, movements, riots, civil unrest, epidemics, power cuts, shortage of fuel or raw materials, non-functioning, malfunctioning or breakdown of communication systems and, in general, electronic systems, requisition, fire, flood, transport failure or other causes beyond the control of ATHEXClear;
  - 2) for redressing losses incurred by a Clearing Member, Participant, Market Member or any third party, caused due to failure of the System computers, from any cause, even temporary, due to loss of data contained in the System or due to any fraudulent use of the System or its data by third parties not attributable to willful misconduct or gross negligence in terms of fulfillment by ATHEXClear of its duties for uninterrupted operation in accordance with applicable provisions.

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<sup>41</sup> A new paragraph 6 was added to article 2.1 as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

## 2.2. Governing bodies of ATHEXCLEAR

1. The administration of ATHEXCLEAR shall be performed by the Board. The Board may, in implementing this Rulebook, create specific bodies and assign to them competencies relating to the application of the stipulations contained herein.

## 2.3. Transaction records

1. ATHEXCLEAR shall keep for a period of at least ten (10) years:
  - 1) all records relating to services delivered and activities performed in connection with the clearing operations it conducts in accordance with this Rulebook;
  - 2) from the expiry of each contract and positions in Derivatives and securities lending products, as defined by their operational characteristics under the Market Rulebook, all information relating to them as they are cleared, including the relevant registrations and entries in the Clearing Accounts, Clearing Subaccounts and Position Accounts, in accordance with the terms of this Rulebook. Such information shall enable, as a minimum, identifying the original terms of a transaction, based on the data of the Market Operator, before the transaction is cleared by ATHEXCLEAR.
2. All kinds of records and information shall be held by ATHEXCLEAR considering Articles 12-14 of Commission Delegated Regulation (EU) 153/2013 of the European Commission.
3. ATHEXCLEAR shall make available to the HCMC and, upon request, to Competent Authorities, as appropriate, as provided for under applicable provisions, the files and information mentioned in the preceding paragraphs, as well as all information about the positions of contracts cleared hereunder.
4. Clearing Members must keep all manner of data and information related to the provision of clearing services regarding their clients, including in particular the Data Sheet for a period of at least ten (10) years.
5. ATHEXCLEAR may, by decision, specify any technical subject and procedural detail regarding the keeping of the records envisaged in the preceding paragraphs and fix such technical specifications as it sees fit for the enforcement of applicable provisions.

## 2.4. Notifications

ATHEXCLEAR shall inform the HCMC and the Market Operator where mismatches occur between the codes and accounts declared during clearing or in cases where they are not properly used in accordance with the provisions hereof and the relevant ATHEXCLEAR procedures, where a Clearing Member or Participant fails to perform its obligations in connection with clearing and settlement, and in any other case established hereunder or deemed necessary by ATHEXCLEAR.

## 2.5. Secrecy

1. The functioning of the System shall be governed by the provisions on professional secrecy of Article 81 of Law 3606/2007.

2. ATHEXClear may provide information registered by it in cases where such provision is established by applicable provisions or deemed necessary for the implementation of this Rulebook, the Market Rulebook or the ATHEXCSD Rulebook.

## **2.6. Technical implementation details**

1. Each procedural or technical detail concerning the implementation of the provisions hereof is set out by decision of the ATHEXClear Board and implementing the procedures ATHEXClear has in place. Such decisions and relevant procedures shall be binding on the persons that fall in the Scope of the Rulebook in accordance with the terms provided therein and in accordance with the terms of their validity. Whenever reference is made in this Rulebook to decisions or other actions of ATHEXClear, the provisions of this paragraph shall apply, unless otherwise stated expressly.
2. Such decisions shall be posted on the website of ATHEXClear in Greek and in English.

## **PART 3. Conditions for the undertaking of clearing operations by ATHEXCLEAR**

### **3.1. Derivatives eligibility criteria**

1. ATHEXClear shall undertake the clearing of Derivatives admitted to trading on the Derivatives Market under the terms hereof, provided the necessary conditions are ensured regarding the eligibility of Derivatives as standardized trading instruments for the needs of orderly and safe conduct of trading, clearing and settlement of Derivatives.
2. In particular, for the purposes of undertaking clearing operations ATHEXClear shall take into account:
  - 1) In cases of Derivatives whose underlying securities are Securities traded on a trading venue within the meaning of Article 2(4) of Regulation (EU) No 648/2012:
    - (i) the rules governing the trading venue, including the clearing and settlement rules applicable to such venue, particularly in the case of Derivatives settled with delivery of the underlying security (physical delivery);
    - (ii) the marketability of Securities;
    - (iii) the free float of Securities; and
    - (iv) other trading criteria defined on a case-by-case basis by ATHEXClear.
  - 2) In cases of Derivatives, including those on HEnEx, whose underlying securities are stock or other indexes, the rules for managing and calculating the index prices of the relevant stock exchange or the agent responsible for preparing, managing and calculating the value of the relevant index. Such rules should in any case

provide the guarantees for fair and objective-criteria-based management and calculation of the prices of indexes, and set procedures for the publication of those prices;<sup>42</sup>

3) The liquidity of the underlying asset of the Derivative;

4) Any other criterion or information relating to the operation of the Derivative, such as for instance the existence of a specific trading or other guarantees of market liquidity, the adequacy of members participating in the market, the overall operating conditions of Derivative trading, clearing and settlement.

3. ATHEXClear may establish, by decision, specific criteria as to the characteristics of the Derivatives it may undertake for clearing, such as the requirements as to the suitability of the underlying securities of the Derivative (such as marketability or free float limits for the underlying securities, or volatility limits for the price of the underlying security, transparency terms in the calculation of the prices of the underlying index or other underlying security), and in general as to the correct operation of the Derivative.

### **3.2. Eligibility criteria for securities lending products**

ATHEXClear shall undertake the clearing of securities lending products admitted in the Securities Lending Mechanism provided that the necessary conditions for the orderly conduct of their trading, clearing and settlement are guaranteed as prescribed in the Market Rulebook governing it and in accordance with such conditions and procedures as ATHEXClear may, by decision, put in place.

### **3.3. Procedural conditions for undertaking the clearing of Derivatives or securities lending products**

ATHEXClear shall undertake the clearing of a Derivative or securities lending product under the following conditions:

1. For the Market Operator to resolve to admit to trading a Derivative or securities lending product, as appropriate, the Board of ATHEXClear shall issue an opinion to that respect to the Market Operator in particular regarding:
  - 1) the characteristics of admission of the Derivative or securities lending product, the settlement currency and other terms of clearing and settlement of the Derivative or securities lending product that classify it as a means of transaction;
  - 2) any special term for admission determining the operation of the Derivative, including but not limited to the procedure of admission of series for trading in terms of the Derivative, the method of calculation of the daily clearing or closing price per trading series for the Derivative, the market making terms for the Derivative, the method for adjusting the rights and obligations arising out of the Derivative in cases of corporate actions or other events that affect the underlying security, and in general the characteristics of the Derivative;

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<sup>42</sup> The first sentence of instance 2), paragraph 2, article 3.1 was replaced as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

- 3) any specific term that determines the function of the securities lending product, such as for instance the indicative lending rate, the methodology of trading to determine the interest rate on transactions, the revaluation of positions in securities lending products in the case of corporate actions and the income generated from them or other events affecting the underlying lending securities and in general its characteristics.
2. Following the adoption of decision by the Market Operator for the admission to trading of a Derivative or securities lending product conditional on all legal terms being adhered to, ATHEXCLEAR shall verify whether all necessary procedures have been completed, with regards to the performance of trading, clearing and settlement pursuant to such decision;
3. Upon completion of the above procedures, ATHEXCLEAR shall undertake the clearing of the Derivative or securities lending product to be admitted, after having first informed the Market Operator.

#### **3.4. Procedural conditions for modifying the terms of operation of a listed Derivative**

1. For the modification of the characteristics or specific terms of a Derivative or securities lending product admitted for trading and the undertaking by ATHEXCLEAR of its clearing based on such so modified characteristics or specific conditions, the procedure under Article 3.3 of this Part shall apply mutatis mutandis.
2. It is possible to modify the characteristics or specific terms of a Derivative or securities lending product admitted for trading in cases where there are open positions on it only if the modification does not affect the economic value of open positions.

## SECTION II. CLEARING OF TRANSACTIONS

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### PART 1. General provisions

#### 1.1. Scope of application

1. This Section lays down:
  - a) The terms and conditions for the operation of the Clearing Members according to the provisions of PART 2.<sup>43</sup>
  - b) The basic rules of clearing transactions, according to the provisions of PART 3.
  - c) The terms governing the operation of Clearing Accounts, Clearing Subaccounts, Position Accounts and Settlement Accounts in accordance with the provisions of PART 4.
  - d) The terms for providing collateral in favour of the ATHEXClear in accordance with the provisions of PART 5.
  - e) The conditions for the operation of the Default Fund according to the provisions of PART 6.
  - f) The procedure for the clearing of transactions, according to the provisions of PART 7.

#### 1.2. General terms of accountability and renewal of transactions

1. Transactions shall be completed in the Market with the participation of Market Members who are counterparties to them under the provisions governing the Market.
2. Each Market Member must, as prescribed in this Rulebook, declare in the buying or selling order it enters in the Market for making a transaction the Clearing Member that shall be responsible in the clearing vis-a-vis ATHEXClear for the buying or selling, as appropriate, if the transaction is concluded. Similarly, the same applies in the case of a security lending or borrowing order.
3. When completed, the transaction shall be renewed for clearing purposes as follows:
  - a) ATHEXClear shall be deemed to accept as counterparty, from the completion of the transaction, the matched orders on either side that make up the transaction;

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<sup>43</sup> Instance a) of article 1.1 was replaced as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

- b) Similarly, the Clearing Member declared based on each matched order shall automatically substitute the Market Member that admitted it, and be responsible vis-a-vis ATHEXCLEAR as its counterparty.
4. Nullity or cancellation or other irregularity of the orders based on which the transaction was completed shall not affect its validity, while any agreement to the contrary shall be void.
5. Where a counterparty Clearing Member fails to perform its obligations towards ATHEXCLEAR relating to the clearing of transactions, the Clearing Member shall become in default and ATHEXCLEAR shall exercise against it its rights undertaking, as central counterparty, fulfillment vis-a-vis beneficiary counterparty Clearing Members pursuant to the terms hereof.

## PART 2. Clearing Members

### 2.1. Access to the System

Access to the System for the clearing of transactions concluded on a Derivatives Market hereunder shall have ATHEXCLEAR, Clearing Members and, where applicable, Market Members and Participants as provided for in this Rulebook.

### 2.2. Clearing Members

1. Clearing members shall be divided into Direct Clearing Members and General Clearing Members. Direct Clearing Members shall mean those Clearing Members who are entitled to clear only the transactions that they themselves complete as Market Members. Direct Clearing Members shall not be entitled to undertake for clearing transactions completed by other Market Members. General Clearing Members shall mean those Clearing Members who are entitled to clear transactions completed by the Market Members declared by them hereunder.
2. Clearing Member capacity is obtained following permission granted by ATHEXCLEAR in accordance with the terms hereof. Obtaining Clearing Member capacity entitles access to the System for clearing transactions on Derivatives and securities lending products on behalf of clients or for own account.
3. For being granted permission, a Clearing Member shall declare, based using the forms and procedures of ATHEXCLEAR, the Derivatives Market in terms of which such Clearing Member shall participate in clearing. The participation of a Clearing Member in clearing in terms of the ATHEX Derivatives Market shall also include outright the right to participate in clearing in terms of the ATHEX Securities Lending Mechanism. The participation of a Clearing Member in clearing in terms of the Securities Lending Mechanism shall be conditional on participation of such Clearing Member in clearing in terms of the ATHEX Derivatives Market.
4. Specifically for the needs of clearing securities lending transactions in ATHEX, access to the system shall also be granted to Participants, even if they are not Clearing Members in accordance with this Rulebook. The Participants under the preceding subparagraph, shall be considered Clearing Members exclusively for the

purposes of clearing securities lending transactions conducted by them as Participants in the ATHEX Securities Lending Mechanism.

5. Clearing Member capacity is personal and may not be transferred or assigned to a third party.
6. Clearing Members shall be responsible for compliance with all their obligations under the provisions of this Rulebook. Such responsibility shall include any action or omission of the bodies that represent them, fulfillment assistants and their agents, and in particular the persons they use for access to the System to clear transactions.

### **2.3. Non-Clearing Members**

1. Market Members that do not have Clearing Member capacity (Non-Clearing Members) shall not be entitled to participate in the clearing of transactions. Market Members that are not credit institutions or investment firms within the meaning of Law 4514/2018 and Directive 2014/65/EU are necessarily Non-Clearing Members.<sup>44</sup>
2. Each Non-Clearing Member shall, for the clearing of the transactions it completes, have appointed at least one (1) General Clearing Member in accordance with the terms hereof and the Market Rulebook. It shall be considered that a Non Clearing Member has appointed a General Clearing Member, if the latter proceeds to a Non Clearing Member declaration, according to the terms of paragraph of Article 2.4.5 of this PART.

### **2.4. Clearing Member capacity and operation**

#### ***2.4.1. Conditions for obtaining the capacity of and operating as a Clearing Member***

1. Clearing Member capacity can be obtained by credit institutions or investment firms, as defined by Law 4514/2018 and Directive 2014/65/EU. Clearing Members may act having their registered seat or establishment (branch) in Greece or remotely.
2. For an applicant to become a Clearing Member, it must meet the requirements pertaining to its operation pursuant to its governing law, the stipulations that are applicable to it from time to time and to this Rulebook. The Clearing Member shall at all times be obligated to fulfill such requirements and must meet such requirements for as long as it operates hereunder.
3. For an investment firm to be admitted as a Clearing Member it must hold a permit for the safekeeping and administration of financial instruments for the account of clients as defined in Law 3606/2007 and Directive 2004/39/EC. To obtain Direct Clearing Member capacity, the candidate must have previously obtained the Market Member capacity under the rules governing the functioning of the relevant Market.

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<sup>44</sup> Paragraph 1 of article 2.3 was replaced as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXCLEAR with effect as of 28.2.2020.

4. ATHEXCLEAR may restrict access of a Clearing Member to clearing to the extent it deems this necessary to control its risk as central counterparty, in compliance, where applicable, with the provisions of Section V.
5. Clearing Members must provide to ATHEXCLEAR all necessary access to their services, information and data for ATHEXCLEAR to be able to check their compliance with the terms and criteria it sets each time for their operation.
6. Clearing members that clear transactions on behalf of their clients shall have the necessary additional financial resources and operational capacity to perform this activity. In this context, they must gather from their clients all relevant basic information provided to them in relation to clearing operations hereunder to identify, monitor and manage relevant concentrations of risk relating to the provision of services to clients. ATHEXCLEAR may, by decision, define all necessary terms and technical or procedural details concerning the implementation of this paragraph.
7. Clearing Members shall, upon request, inform ATHEXCLEAR about the relevant criteria, arrangements and procedures they adopt to allow their clients to access the clearing services of ATHEXCLEAR. If the Clearing Member provides indirect clearing services, it must comply with the obligations stipulated by Commission Delegated Regulation (EU) 2017/2154. In every case, responsibility for ensuring that clients comply with their obligations shall remain with Clearing Members.<sup>45</sup>
8. ATHEXCLEAR may only deny access to Clearing Members meeting the criteria it sets for obtaining the capacity in accordance with the provisions hereof, where duly justified in writing and based on a comprehensive risk analysis.
9. ATHEXCLEAR shall conduct, at least once per year, a comprehensive review of compliance of Clearing Members with the terms and criteria for their acceptance, as specifically provided for in applicable provisions and the terms hereof. ATHEXCLEAR may, by decision, fix any technical or procedural issues and necessary details in respect of such review. Clearing Members shall, in order to maintain their capacity, comply with any recommendations of ATHEXCLEAR provided as part of the above review.
10. ATHEXCLEAR may, by decision and taking into account the opinion of the Risk Committee, where applicable, impose specific additional obligations on Clearing Members, such as participation in auctions of defaulting Clearing Member positions, establishing by relevant decision all necessary terms and technical details. Such additional obligations shall be proportional to the risk brought by the Clearing Member and shall not restrict participation to certain categories of Clearing Members.

#### **2.4.2. Procedure for obtaining the capacity**

1. To obtain Clearing Member capacity, the candidate must apply to ATHEXCLEAR using such standard application form as ATHEXCLEAR shall provide. The application must be signed by the legal representative of the candidate and accompanied by the

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<sup>45</sup> Subparagraph 7 of article 2.4.1, Section II was replaced as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXCLEAR.

required supporting documents, as determined by ATHEXCLEAR by decision, and it shall stand as a solemn declaration by the candidate that the candidate meets the requirements for obtaining the requested capacity.

2. Submission of the application shall be deemed as acceptance by the candidate of all provisions of this Rulebook, including all kinds of decisions and procedures issued in its implementation, and the related obligations relating to the requested capacity.
3. The candidate shall, at the time of application or subsequently during the review process of said application as prescribed by ATHEXCLEAR, submit to ATHEXCLEAR a memorandum whereby it shall clearly state the organizational procedures based on which it intends to carry on the activities of a Clearing Member. This memorandum shall also make reference in particular to:
  - 1) the organizational, functional and technical-economic infrastructure and adequacy, the mechanisms and procedures for clearing and settlement, internal audit, risk management and accounting and reporting the candidate shall have in place to meet its clearing obligations;
  - 2) the policy pursued by the candidate to determine the criteria, arrangements and procedures that it must implement to allow client access to the clearing services of ATHEXCLEAR;
  - 3) the procedures for accounting segregation, monitoring and risk management the candidate shall apply in terms of client positions, including notably procedures for:
    - (i) using the Position Accounts the candidate shall keep in relation to its own positions and those of its clients, the way of distinguishing positions for own account, a client or clients per Position Account and generally how the Position Accounts operate to determine how to provide clearing and settlement services and the establishment, control and management of risk concentrations associated with the provision of the relevant services;
    - (ii) handling the collaterals provided by clients , including cases of covering client positions to ATHEXCLEAR using cash and collateral provided by clients;
    - (iii) handling client default and settlement of positions of its client in relation to the positions it holds on behalf of other clients;
    - (iv) the way of cooperation and collaboration with Market Members to perform transactions and take care of defaults and limit its risk;
    - (v) in the event of provision of indirect clearing services, the specific procedures with which it must comply pursuant to Commission Delegated Regulation (EU) 2017/2154 with regard to its Clients or the clients of its Clients.<sup>46</sup>

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<sup>46</sup> Point (v) was added as above to instance 3) of subparagraph 3, article 2.4.2, Section II by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXCLEAR.

4. ATHEXCLEAR may make available to the candidate a brief memorandum guide setting guidelines as to its content.
5. The applicant must disclose in the application any other capacities it may hold, for instance as member of stock exchanges and regulated markets or clearing or settlement agents, and provide to ATHEXCLEAR any necessary data and information relating to such capacities. ATHEXCLEAR may request data and information from such agents and the Competent Authorities of the candidate as part of gathering and verifying information are critical for considering the application.
6. ATHEXCLEAR shall be entitled to disclose the submission of application and make publicly known the identity of the candidate person.
7. When checking the information submitted by the candidate, ATHEXCLEAR shall be entitled to request, in addition to the necessary supporting documents, any other additional or supplementary documents or information it deems necessary for the examination of the application or the confirmation of submitted information or even the appearance in person before it of representatives or employees of the candidate, especially those intending to perform Certified Clearer tasks, as well as to make spot checks on the premises of the candidate.
8. In order to check the capability and readiness of the candidate, ATHEXCLEAR may request the candidate's participation mock clearing sessions or other simulation scenarios of real trading, clearing and settlement condition.
9. ATHEXCLEAR shall approve or reject the candidate's application by reasoned decision. It may also postpone making a decision on the application, if it finds that the information provided by the applicant is not sufficient or sufficiently documented. The application shall be rejected if the candidate fails to submit within the time limit of the postponement the relevant information requested by ATHEXCLEAR. The decision of ATHEXCLEAR shall be communicated to the candidate within a reasonable time from its making.
10. Where the application is rejected, the candidate shall be reimbursed, without interest, any amounts paid by the candidate for obtaining the requested capacity.
11. ATHEXCLEAR shall inform the HCMC, the Bank of Greece and the Market Operators of each approval granted for becoming a Clearing Member, as well as in cases of resignation or deletion of a Clearing Member, as provided for in this Rulebook, for them to perform their respective duties and responsibilities. To this end, it shall each time communicate an updated list with Clearing Member information.

#### **2.4.3. Capital requirements**

1. Direct Clearing Members must have own funds of at least seven hundred thousand (700,000.00) euros.
2. General Clearing Members must have own funds of at least three million (3,000,000.00) euros.

#### **2.4.4. Organizational adequacy of Clearing Members**

1. Clearing Members must have appropriate organizational, functional and technical-economic infrastructure and adequacy, and effective control and security mechanisms in the area of electronic processing of data and internal audit for:

- a) constant monitoring, management and proper fulfillment of the obligations undertaken in connection with clearing and settlement in accordance with applicable provisions and terms hereof including but not limited to in connection with the provision of margins and their participation in the Default Fund, payment of prices, the exercise of rights, daily and final cash settlements, delivery and receipt of Securities, as well as the submission of Physical Settlement Declarations, depending on the characteristics of the transactions and positions held in each case, and for monitoring the positions and Credit Limits set under the terms hereof;<sup>47</sup>
  - b) constant monitoring and implementation of the criteria, rules and procedures they apply to enable client access to the clearing services of ATHEXCLEAR;
  - c) constant monitoring and management of the Position Accounts it shall hold in relation to its clients to identify, control and manage risk concentrations associated with the provision of the relevant services;
  - d) constant monitoring, management and smooth fulfillment of the obligations, arising out of transactions and positions, of their clients vis-a-vis the Clearing Members and of the Clearing Members vis-a-vis their clients;
  - e) constant monitoring and management of the collateral provided by clients and taking care of any defaults;
  - f) strict compliance with the terms, obligations and procedures undertaken under the memorandum submitted to ATHEXCLEAR in accordance herewith, and amending and informing ATHEXCLEAR in the event of a change in their operating conditions as Clearing Members;
  - g) constant monitoring, management and fulfillment of their obligations to the Competent Authorities, Market Operators and all systems and agents, including Cash Settlement Agents associated with the System in the context of transaction clearing and settlement.
2. Clearing Members shall have in place an adequate uninterrupted operation policy and disaster recovery plan for the purpose of remaining operational following destruction, timely recovery of operations and discharge of their duties as Clearing Members in accordance with applicable provisions.
  3. To meet their obligations hereunder, Clearing Members shall:
    - a) have established and have in place a clearing service, where their Certified Clearers should be employed, as well as a risk management service in accordance with applicable provisions;
    - b) be Participants in accordance with the ATHEXCSD Rulebook;
    - c) hold the necessary bank accounts, as appropriate, with Cash Settlement Agents in accordance with the procedures of ATHEXCLEAR.

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<sup>47</sup> Instance a) of subparagraph 1, paragraph 2.4.4 was replaced as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXCLEAR with effect as of 28.2.2020.

4. ATHEXClear may specify the organizational requirements that must be met by Clearing Members in accordance with the preceding paragraphs.

#### **2.4.5. Undertaking clearing**

1. Before the start of each trading session of the Market and/or during such session, in accordance with the procedures of ATHEXClear, each General Clearing Member shall declare in the System the Market Member(s) whose transactions shall be cleared during the relevant session, as well as the Credit Limit, as defined by Market hereunder, it allocates for the relevant session to each of them. The declaration shall be deemed to include a declaration of assignment of the clearing of the relevant transactions by the Market Members declared by the General Clearing Member and respectively a declaration of undertaking clearing by the General Clearing Member making the declaration. The General Clearing Member shall not be entitled to undertake clearing transactions for which it has not made the declaration under the preceding paragraphs.
2. Each Direct Clearing Member may, in respect of each session complete transactions only to the extent of the Credit Limit, as assigned to it for the relevant session in accordance with the terms hereof.
3. According to the specific stipulations of the ATHEX Market Rulebook, Market Members without a Credit Limit for the Market are not entitled to proceed to the entry of orders in the Market trading system.

#### **2.4.6. Professional competence**

1. Each Clearing Member must appoint at least one (1) Certified Clearer for the clearing and settlement of the transactions it concludes. In any case, the Clearing Member must have a sufficient number of Certified Clearers, taking into account the range of transactions it undertakes for clearing and inherent risks.
2. The Clearing Member shall ensure the presence of a Certified Clearer in the clearing and risk management service it has throughout the course of the clearing in accordance with the planned procedures of ATHEXClear, and his/her substitution in the case of absence or impediment. The substitution can only be done by a person who has the above capacity.
3. To perform Certified Clearer tasks, the candidate must fulfill the conditions of professional adequacy set by ATHEXClear. There shall be professional adequacy when, under the procedures of ATHEXClear, the knowledge and readiness of the candidate are certified in relation to rules and technical procedures governing the functioning of the System and the Market.
4. Clearing Members shall declare to ATHEXClear the particulars of the Certified Clearers they appoint, and all changes to such particulars. Appointed Certified Clearers shall, in relation to the clearing tasks they perform as part of their duties, provide ATHEXClear and Market Operators with all data and information immediately when requested.

#### **2.4.7. System Users**

1. Solely such Certified Clearers as are authorised by Clearing Members, and authorised users of Market Members, as applicable hereunder, may be System Users for transaction clearing purposes. Clearing Members and Market Members

shall communicate to ATHEXCLEAR the particulars of their users and any other relevant information established in the procedures of ATHEXCLEAR, and any other change to such particulars and information.

2. Clearing Members shall put in place specific internal audit procedures for monitoring the work performed by the System users. They must also make available to ATHEXCLEAR the above procedures as and comply with any recommendations of ATHEXCLEAR regarding compliance with the relevant procedures.
3. Clearing Members shall ensure that users use the terminals appropriately and in line with applicable law and this Rulebook, and shall be liable vis-a-vis ATHEXCLEAR for any damage resulting from an action or omission on the part of such users.

#### **2.4.8. Registration and annual subscription fees - charges**

1. Clearing Members shall pay fully to ATHEXCLEAR and in cash any registration fees, annual subscription fees, fees for connecting to the systems of ATHEXCLEAR and/or Market Operators where applicable, and such other charges as ATHEXCLEAR shall determine. Non-Clearing Members may also have relevant obligations. The fees may vary, for instance, depending on whether it is a Direct or General Clearing Member, their own clearing services that may be fixed by ATHEXCLEAR, for instance if use is made of clearing services in relation to the ATHEX securities lending products, or the extent of activation and usage by the Clearing Member of the ATHEXCLEAR systems.
2. Registration fees shall be paid as lump sum at the time of acquisition of the relevant capacity and shall not be refundable in case such capacity is lost for any reason, including the case of a merger.

#### **2.4.9. Contributions to the Default Fund**

1. Clearing Members shall participate in the Default Fund and pay their contributions in favour of such Fund in accordance with the terms hereof.

#### **2.4.10. Connection to the clearing network**

1. Gaining access to the System requires a connection of the Clearing Member with ATHEX Net or to any such other network or technical method of connection as ATHEXCLEAR may determine for the purpose of clearing transactions through the System.
2. The Clearing Member shall take all necessary actions, such as signing the necessary contracts with the Market Operators, ATHEXCLEAR and settlement agents to obtain the relevant connection.

#### **2.4.11. Communication between ATHEXCLEAR and Clearing Members**

1. Communication between ATHEXCLEAR and Clearing Members shall be made in writing, also including electronic communication media that ensure secure informing, unless otherwise provided in this Rulebook.
2. Each communication of ATHEXCLEAR to the Clearing Members regarding a clearing operation and its results, as provided for in this Rulebook, shall be transmitted electronically through the System.

3. Address of the Clearing Member used for communication with ATHEXCLEAR shall be the address the Clearing Member has designated in its application for acquiring the relevant capacity. Any change of address of the Clearing Member shall be notified in writing to ATHEXCLEAR.
4. For matters relating to the clearing and settlement of transactions, ATHEXCLEAR shall communicate with the Certified Clearer that the Clearing Member has declared to ATHEXCLEAR. For any other matter relating to the Clearing Member, ATHEXCLEAR shall communicate with the contact person of the Clearing Member.
5. For the purpose of communicating with ATHEXCLEAR, Clearing Members shall contact the competent bodies of ATHEXCLEAR, as such bodies are announced each time on the website specified by ATHEXCLEAR.

#### **2.4.12. Information to ATHEXCLEAR**

1. Clearing Members shall provide to ATHEXCLEAR all data and information about the clearing tasks they perform and the inherent risks, whenever ATHEXCLEAR so requests. In this context, they shall provide to ATHEXCLEAR the relevant basic information that ATHEXCLEAR determines and specifies by decision to identify and monitor the relevant concentrations of risk relating to the provision of services to clients.
2. Clearing Members must, at the time of submission to the Competent Authorities of supervisory data according to the rules governing their operation, communicate to ATHEXCLEAR:
  - a) their annual and semi-annual financial statements audited and signed by certified auditors;
  - b) information regarding their capital adequacy, their own funds, their solvency ratio or large exposures, as well as their respective financial statements of the reporting period.
3. Clearing Members shall immediately inform ATHEXCLEAR in any case change of in the information based on which they were granted approval by ATHEXCLEAR to obtain the relevant capacity. They shall also inform ATHEXCLEAR in any occasion that there are reasons that could jeopardize their smooth participation in clearing. Such reasons include but are not limited to risk concentration in particular clients, the default of a client in fulfilling its obligations to the Clearing Member, the existence of indications that the Clearing Member is temporarily unable to meet its obligations or the occurrence of events affecting the operation of the Clearing Member, such as a decision to participate in a merger, split or acquisition of its business or the imposition of penalties by the Competent Authorities.
4. ATHEXCLEAR shall immediately make available to the HCMC when so requested by the latter the data and information under the preceding paragraphs it keeps.
5. ATHEXCLEAR shall also be entitled to require of Clearing Members data and information on the positions of their clients in connection with the transactions it clears, as well as on the collateral Clearing Members receive from their clients to cover their risk from such positions. ATHEXCLEAR shall, when it finds it necessary, inform the HCMC about the above data and information.

## 2.5. Professional Conduct Obligations

### 2.5.1. Obligations of Clearing Members

1. Clearing Members shall provide clearing and settlement services in line with the principles of good faith and fair practices. Their independent obligations are in particular:
  2. to ensure the smooth functioning of the market, showing due diligence and care when participating in the clearing and providing related services to their clients to ensure the smooth completion of transactions;
  3. to refrain from any action or omission that could damage the prestige of ATHEXCLEAR, the Market Operators and general the reliability and security of the financial system;
  4. to properly behave, in each case, towards the bodies of ATHEXCLEAR and other parties that participate hereunder in clearing and settlement and to work with them, when necessary, to prevent systemic and other inherent risks;
  5. to respond promptly, truthfully and fully to any request of ATHEXCLEAR to provide data and information, fulfill their obligations with respect to the ordinary or any extraordinary information they provide to it in accordance with the provisions of this Rulebook, and constantly cooperate with ATHEXCLEAR by participating in the relevant sessions or allowing ATHEXCLEAR bodies to perform on-spot checks at their premises;
  6. to ensure that the computer equipment and software available they have to access the System are used reasonably and in line with this Rulebook in order to ensure its smooth and secure operation;
  7. to constantly apply effective internal audit procedures for monitoring strict compliance by their staff with applicable provisions and this Rulebook;
  8. to ensure the clearing and settlement of transactions in compliance with applicable provisions and this Rulebook;
  9. to provide complete information in writing to any Market Members with which they have a contractual relationship and their clients with respect to any obligation arising from the clearing and settlement of transactions;
10. to keep daily a Data Sheet per client relating to all outstanding transactions and positions of the client in connection with the clearing procedures, as they arise at the end of each clearing and risk calculation day in accordance with the terms hereof and enter accurately, clearly and completely in the records they keep per client the existence of any outstanding issues, the obligations and requirements to be settled, the collateral supplied by the client, transactions in all manner of client accounts in relation to the clearing and settlement of transactions, as well as any other information relevant to the client's transactions;
11. in cases of default and, in general, clearing default, to take all necessary actions to remove such matters working together with the persons necessary, as appropriate;
12. to take into account the accepted practices applicable to the clearing and settlement of transactions as are also defined under the respective EU principles and rules.

### **2.5.2. Obligations of Market Members**

1. Market Members must comply with the obligations they assume under the provisions of this Rulebook. In the framework of their independent obligations, they are in particular required to:
2. adhere to the Credit Limits allocated to them in accordance with the provisions of this Rulebook;
3. perform close-out transactions within the meaning of Law 3606/2007 and in general of the rules governing the functioning of the Market in which they participate, particularly when this is necessary for the purpose of covering or reducing credit risks arising from their transactions;
4. to take all necessary measures vis-a-vis their clients for the smooth clearing of transactions;
5. to cooperate with the Clearing Members they work with, in particular in situations of default;
6. to comply with any recommendations or instructions of ATHEXClear for smooth clearing purposes.

## **2.6. Clearing Member Resignation**

### **2.6.1. Resignation**

1. Resigning from Clearing Member shall be subject to the conditions of the following paragraphs. Resignation shall entail loss of the capacity.
2. Unless another Clearing Member is effecting the clearing of its transactions, resigning from Direct Clearing Member shall imply, automatically and in accordance with the specific provisions of the rules governing the functioning of the Market it is involved in, the suspension of its operation as a Market Member.

### **2.6.2. Resignation Conditions**

1. The resignation shall be communicated in writing to ATHEXClear and shall also constitute termination of any agreements entered into by the Clearing Member in that capacity with ATHEXClear. Agreed resignation and termination shall take effect after thirty (30) days of said notice subject to the specific provisions of the following paragraphs.
2. The resignation shall be valid on the condition that the Clearing Member has, within the above time limit, settled any pending issues concerning the transactions it clears or paid any outstanding amounts to ATHEXClear. ATHEXClear may modify the time limit under the previous paragraph appointing a shorter or longer time limit, as the case may be, taking into account the outstanding obligations of the resigning Clearing Member and the needs to protect the System of imminent risks particularly in the case of default as provided for under 4(a). Where the time limit is modified, the date of resignation and the date on which the resignation shall take effect shall be at the end of the new time limit.
3. If the conditions of the preceding paragraphs are met, ATHEXClear shall accept the resignation and inform the Clearing Member in writing. Where it does not accept the resignation, it shall give a reasoned answer.

4. In the event of resignation of a Clearing Member and where all its obligations to ATHEXCLEAR have been paid as provided for in the preceding paragraphs, ATHEXCLEAR shall immediately return to it all manner of collateral the Clearing Member had provided to ATHEXCLEAR cover its clearing obligations. In this case, ATHEXCLEAR shall also return to the Clearing Member the balance of its share in the Default Fund subject to the following cases:
  - 1) where until the time limit set for the resignation there are one or more outstanding cases of default and on the condition that the Clearing Member that resigns has fully settled all its obligations vis-a-vis ATHEXCLEAR, such Clearing Member's share in the Default Fund shall be used to settle cases of default pursuant to SECTION IV.2.5, and ATHEXCLEAR must return only such amount as shall remain after such obligations have been settled. Where the Default Fund has been adjusted during such time limit set for the resignation, the Clearing Member that resigns must only take part in the adjustment where it holds open positions'
  - 2) in any of the cases provided for in Article 76(6) and (7) of Law 3606/2007. In such case, ATHEXCLEAR shall proceed to provide prior notice and handle reimbursements as instructed or decided to that end by the HCMC.
5. Resignation from Clearing Member shall not preclude reacquiring the Clearing Member capacity acquisition under such terms as shall apply at the time of acquisition of the capacity.
6. The resignation terms and procedure may be specified by decision of ATHEXCLEAR.

## PART 3. Transactions Clearing Rules

### 3.1. Basic Clearing Rules

1. Clearing shall be conducted between ATHEXCLEAR, as the central counterparty to each transaction it clears, and Clearing Members as its counterparties in the transaction.
2. ATHEXCLEAR shall conduct clearing tasks on business days in the clearing days calendar it shall prepare, taking into account exceptional holidays at national or European level.
3. ATHEXCLEAR shall exercise all its rights of any kind from transactions vis-a-vis its counterparty Clearing Members.
4. ATHEXCLEAR shall participate as central counterparty in each settlement of rights and obligations, as appropriate, arising per Clearing Account based on the positions held in it.
5. ATHEXCLEAR shall, following its procedures, participate as central counterparty in daily cash settlements for positions in Derivatives, for which such settlement is provided for under the Market Rulebook, as such positions respectively arise after the close of the Market session, based on the closing or clearing prices on the relevant day. Being central counterparty it also participates in periodic and final cash settlements, as well as in settlements for the delivery of the underlying securities based on the characteristics of operation of the transactions.

6. After the end of each Market trading session, on the same business day, ATHEXCLEAR shall communicate to each Clearing Member in writing, also including electronic communication media that ensure secure informing, as specified by decision of ATHEXCLEAR:
  - 1) the amount of the Margins that must be provided for each Clearing Account by the Clearing Member to ATHEXCLEAR before the start of the next session for all transactions it clears and have been completed by the end of the session of the relevant days in the Market; and
  - 2) the positions it must settle per Clearing Account and Settlement Account until the start of the next session.
7. The Margin collateral and the positions per Clearing Account are separated by ATHEXCLEAR in the System and the respective records kept by it.
8. The activation, in any way, of the rights arising per Clearing Account shall generate for ATHEXCLEAR, central counterparty, the respective rights and obligations from the settlement, including cash settlement or the delivery of Securities, as appropriate.
9. In the case of default of a Clearing Member that is a counterparty of ATHEXCLEAR relating to the delivery of Securities or the fulfillment of cash obligations, ATHEXCLEAR shall exercise its rights arising out of the collateral provided by such Clearing Member and such Clearing Member's share in the Default Fund as specified in SECTION IV.
10. ATHEXCLEAR shall perform its obligations to deliver Securities to Clearing Members in the capacity of the latter as its counterparties, inclusive where such delivery shall involve Securities Settlement Accounts of beneficiaries.
11. The rights arising from the transactions shall be exercised to ATHEXCLEAR provided it is communicated to it in writing, also including electronic communication media that ensure secure informing, as specified by decision of ATHEXCLEAR. The exercising of the right shall generate for ATHEXCLEAR, as CCP, the obligations and respective rights. In as many transactions a right is exercised, ATHEXCLEAR shall exercise a reverse right under this Rulebook, unless the characteristics of operation of transactions dictate otherwise.
12. Clearing Members shall prepare daily a detailed list showing, per Clearing Account, the total Margin and the corresponding collateral provided by their clients, as well as the positions of the Clearing Account in relation to the individual client positions held by Clearing Members.
13. It is prohibited to assign the rights or transfer obligations arising from positions of contracts in Derivatives or securities lending products, transfer the legal relationship arising out of contracts in Derivatives or securities lending products, transfer a position between Clearing Account or Position Accounts except as otherwise provided for in this Rulebook. Assignment or transfer, notwithstanding the above, shall be automatically null and void vis-a-vis ATHEXCLEAR.

### **3.2. Participation of third parties in clearing**

1. All kinds of cash of ATHEXCLEAR, especially cash related to cash collateral of Clearing Members, cash of the Default Fund, as well as to other financial resources of

ATHEXClear, including the Dedicated Own Resources, shall be held by ATHEXClear with the Bank of Greece or another Central Bank or a credit institution under the provisions of Article 45 of Regulation (EU) No 153/2013 in accordance with the relevant decision of ATHEXClear.

2. Cash settlement of transactions shall be carried out with the participation of one or more Cash Settlement Agents in accordance with the procedures of ATHEXClear taking account of the currencies and terms established for the cash settlement of transactions. Clearing Members shall keep the Cash Settlement Accounts necessary in each case with Cash Settlement Agents indicated by ATHEXClear based on its procedures.
3. If according to the specific characteristics of the Derivative the settlement of transactions entails the delivery of the underlying security, ATHEXClear may entrust the settlement of such transactions in terms of the delivery of the underlying security, the cash settlement of the price for delivery and/or the monitoring of the delivery against payment of the price, to the ATHEXCSD, other CSDs or systems or registries of dematerialised securities, including the System for Monitoring Transactions in Book-Entry Securities, which is managed by the Bank of Greece, to Cash Settlement Agents or credit institutions in compliance with the provisions of Commission Delegated Regulation (EU) No 153/2013.

#### **PART 4. Clearing Accounts, Clearing Subaccounts, Position Accounts and Settlement Accounts**

##### **4.1. Clearing Accounts, Clearing Subaccounts and Position Accounts**

1. ATHEXClear shall keep in the System Clearing Accounts, Clearing Subaccounts and Position Accounts for Clearing Members.
2. The clearing of transactions hereunder shall be performed only through the Clearing Accounts.
3. Clearing Subaccounts serve exclusively the needs of registration and allocation by Clearing Members to Market Members of the Credit Limit assigned to them by ATHEXClear in accordance with the terms hereof.
4. Position Accounts serve needs of allocation by Clearing Members of positions among their clients or clients of their Clients, under their exclusive responsibility and based on client relationships they establish, to facilitate the monitoring of positions and the settlement of delivery rights and obligations on Securities arising from these positions, as well as the monitoring of positions in Derivatives on HEnEx which allow exercise of the right of Physical Settlement in accordance with article 7.17 of Part 7, Section II.<sup>48</sup>

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<sup>48</sup> Subparagraph 4 of article 4.1 was replaced as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXClear.

5. Each Clearing Account shall be linked to one or more Clearing Subaccounts, whereas each Clearing Subaccount shall be linked to only one Clearing Account.
6. Each Clearing Subaccount shall be linked to one or more Position Accounts, while each Position Account shall be linked to one and only one Clearing Subaccount. Each Position Account shall be linked to one or more Trading Codes, while each Trading Code shall be linked to one and only one Position Account. In addition, each Position Account shall be linked to one and only one share in the DSS, while each Share in the DSS may be linked to more than one Position Account.
7. All kinds of Clearing Subaccounts and Position Accounts linked to a Clearing Account shall be managed by the Clearing Member handling the relevant Clearing Account. A Clearing Member may not have, for its own positions, a Position Account through another Clearing Member.
8. The Position Account is used to enter automatically, upon their completion, all transactions conducted through the Trading Codes linked to the Position Code.
9. Where a transaction is entered in which there is no linking of the Trading Code to a Position Account, such transaction shall be automatically entered in the Error Position Account of the Member that completed it. Clearing Accounts, Clearing Subaccounts and Position Accounts shall be determined in accordance with the provisions of the following Articles. ATHEXClear may decide to specify the terms, conditions and procedure for opening or canceling Clearing Accounts, Clearing Subaccounts, and Position Accounts, as well as to set additional technical or procedural terms, as appropriate.

#### **4.1.1. Clearing Accounts**

1. Clearing Accounts are divided into Own Clearing Accounts, Clients Clearing Accounts and Client Clearing Accounts.
2. The Clearing Member shall keep in the System at least one Own Clearing Account for the transactions and positions it clears. For the transactions and positions of its clients, the Clearing Member shall keep one or more Direct Clients Clearing Accounts or Indirect Clients Clearing Accounts or Client Clearing Accounts, depending on the position segregation it applies. No offsetting may be done between different Clearing Accounts of a Clearing Member.<sup>49</sup>
3. Own Clearing Accounts shall be opened in the System by ATHEXClear at the request of the Clearing Member and provided the latter has declared to ATHEXClear the following information:
  - a) the Clearing Member's identification particulars, namely:
    - (i) full name of the legal person;
    - (ii) registered office;
    - (iii) legal form of the entity;

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<sup>49</sup> Subparagraph 2 of article 4.1.1 was replaced as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXClear.

- (iv) the registration number and the date on which the legal person was registered in the register to which it belongs on the basis of its governing law;
    - (v) VAT Registration Number;
  - b) details of its Own Clearing Subaccount(s) and Own Position Account(s) or Member Position Account to be linked to the relevant Own Clearing Account;
  - c) details of the bank account of the Clearing Member to be used by ATHEXClear to make payments or reimbursements in connection with the Clearing Member's share in the Default Fund.
- 4. Clients Clearing Accounts shall be opened in the System by ATHEXClear at the request of the Clearing Member and provided the latter has declared to ATHEXClear the following information:
  - a) In the case of a Direct Clients Clearing Account:
    - (i) The details of the Clearing Member, as laid down in paragraph 3.
    - (ii) Indication as to whether or not it will be subject to netting procedures for the margin calculation needs of ATHEXClear with respect to positions that will be entered in the relevant Direct Clients Clearing Account.
    - (iii) Details of the Direct Clients Clearing Subaccount(s) and Clients Position Account(s) or Investor Position Account(s) to which it shall be linked in accordance with the provisions of articles 4.1.3. and 4.1.4. respectively.
  - b) In the case of an Indirect Clients Clearing Account:
    - (i) The details of the Clearing Member, as laid down in paragraph 3.
    - (ii) Indication as to whether or not the Indirect Clients Clearing Account will be subject to netting procedures for the margin calculation needs of ATHEXClear with respect to positions that will be entered in the relevant Indirect Clients Clearing Account in accordance with Commission Delegated Regulation (EU) 2017/2154.
    - (iii) The identification details of the Client or the Clearing Member, as applicable, which is declared as being responsible for the relevant Indirect Clients Clearing Account for the receipt of any returns of collateral in the event of default in accordance with par. 2, article 2.6 of Section IV, along with the bank account details of the aforesaid responsible party.
    - (iv) Details of the Clients Clearing Subaccount(s) and Clients Position Account(s) or Investor Position Account(s) to which it shall be linked in accordance with the provisions of articles 4.1.3. and 4.1.4. respectively.<sup>50</sup>
- 5. Client Clearing Accounts shall be opened in the System by ATHEXClear at the request of the Clearing Member and provided the latter has declared to ATHEXClear the following information:

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<sup>50</sup> Subparagraph 4 of article 4.1.1 was replaced as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXClear.

- a) The details of the Clearing Member as laid down in paragraph 3.
- b) The identification details of the Client, in compliance with paragraph 3(a) as applicable, along with the Client's bank account details for any cash refunds which may arise for the Client in accordance with par. 2, article 2.6 of Section IV.<sup>51</sup>
- c) The details of the Client Clearing Subaccount(s) and the Investor Position Account(s) of the Investor to which they shall be linked under Articles 4.1.3. and 4.1.4. respectively.

#### **4.1.2. Clearing Subaccounts**

1. Clearing Subaccounts are divided into Own Clearing Subaccounts and, Clients Clearing Subaccounts, and Client Clearing Subaccounts depending on whether they are linked to an Own Clearing Account, a Clients Clearing Account and a Client Clearing Account, respectively.
2. For each Direct Clearing Member's Clearing Account one or more Clearing Subaccounts are created in the System by declaration of that Direct Clearing Member as Market Member. The Direct Clearing Member shall enter or allocate, by its declaration, in the relevant Clearing Subaccounts the Credit Limit attributed to it by ATHEXClear through the relevant Clearing Account.
3. For each General Clearing Member's Clearing Account Clearing Subaccounts may be created in the System corresponding to the Market Members that have entered contracts with the General Clearing Member. The General Clearing Member shall, as declared by it, allocate among its own Market Members or different Clearing Subaccounts, as appropriate, the Credit Limit attributed to it by ATHEXClear through the relevant Clearing Account.
4. Clearing Subaccounts shall be opened in the System by ATHEXClear at the request of the Clearing Member and provided the latter has declared to ATHEXClear the Clearing Account details.
5. A General Clearing Member Clearing Subaccount shall be opened by ATHEXClear if the General Clearing Member has additionally declared to it the identification particulars of the Market Member(s) for which the Clearing Subaccount shall be kept.

#### **4.1.3. Position Accounts**

1. Position Accounts are distinguished into Own Position Accounts, Clients Position Accounts, Investor Position Accounts, and Member Position Accounts.
2. Own Position Accounts shall be linked to Own Clearing Subaccounts, Clients Position Accounts shall be linked to Clients Clearing Subaccounts, and Investor Position Accounts shall be linked to Clients Clearing Subaccounts or Client Clearing Subaccounts, as appropriate.

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<sup>51</sup> In instance b) of subparagraph 5, article 4.1.1, the reference to "par. 2, article 2.7" was replaced by "par. 2, article 2.6" as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXClear.

3. Member Position Accounts may be linked to Own Clearing Subaccounts or, alternatively, Client Clearing Subaccounts or Clients Clearing Subaccounts, depending on whether the beneficiary of the Member Position Account is the Clearing Member or a person other than the Clearing Member.
4. The Position Accounts kept by the Clearing Member in the System should in every case be consistent with the operating procedures of the Position Accounts the Clearing Member has declared in its memorandum to ATHEXCLEAR.
5. Own Position Accounts shall be opened by declaration of the Clearing Member to ATHEXCLEAR and provided that the Clearing Member has declared to ATHEXCLEAR the following:
  - a) details of the Own Clearing Subaccount and the Own Clearing Account to which they shall be linked;
  - b) the Trading Code(s) to which they shall be linked;
  - c) the code number of the Own Share held by the Clearing Member in the DSS;
  - d) the relevant authorisation to ATHEXCLEAR enabling it to act as Participant in the Securities Account of the Own Share for the purpose of providing Securities collateral in favour of ATHEXCLEAR through the relevant Account, in accordance with the terms hereof and the ATHEXCSD Rulebook.<sup>52</sup>
6. Clients Position Accounts shall be opened for an Intermediary by declaration of the Clearing Member to ATHEXCLEAR and provided that the Clearing Member has declared to ATHEXCLEAR the following:
  - a) details of the Clients Clearing Subaccount and the Clients Clearing Account to which they shall be linked;
  - b) the Trading Code(s) to which they shall be linked;
  - c) the identification details of the Intermediary, applying as appropriate the provisions of article 4.1.1. (3) (a);<sup>53</sup>
  - d) the code number of the Intermediary Settlement Share in the DSS; and
  - e) details of the temporary technical account of the Intermediary in the System as shown in the DSS to settle through it the rights and obligations of delivery of Securities of its clients, as they arise from transaction positions, where applicable;
  - f) the relevant authorisation to ATHEXCLEAR enabling it to act as Participant in the Securities Account of the Intermediary Settlement Share or an Own Share of the Clearing Member as a Participant in the DSS for the purpose of providing Securities collateral in favour of ATHEXCLEAR through the relevant

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<sup>52</sup> Points c) and d) of par. 5, article 4.1.3 were replaced as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXCLEAR with effect as of 01.02.2022.

<sup>53</sup> In instance c) of subparagraph 6, article 4.1.3, the reference to "4.1.2 (3) (a)" was replaced by "4.1.1 (3) (a)" as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXCLEAR.

- Account, in accordance with the terms hereof and the ATHEXCSD Rulebook.<sup>54</sup>
- g) Exercise of the right of Physical Settlement of Derivatives on HEnEx cannot apply to a Clients Position Account.<sup>55</sup>
7. Investor Position Accounts shall be opened following an application of the Clearing Member to ATHEXClear and provided that the Clearing Member has declared to ATHEXClear the following:
- a) details of the Clients Clearing Subaccount or the Client Clearing Subaccount and the Clients Clearing Account or the Client Clearing Account, respectively, to which they shall be linked;
  - b) the Trading Code(s) to which they shall be linked;
  - c) the code number of the Client Share in the DSS;
  - d) the relevant authorisation to ATHEXClear enabling it to act as Participant in the Securities Account of the Own Share or Clients Collateral Share of the Clearing Member as a Participant in the DSS for the purpose of providing Securities collateral in favour of ATHEXClear through the relevant Account, in accordance with the terms hereof and the ATHEXCSD Rulebook. Alternatively, if the Clearing Subaccount to which the Investor Position Accounts shall be linked is a Client Clearing Subaccount, the relevant authorisation given by the Client to ATHEXClear enabling it to access the Securities Account of the Client Share in the DSS for the purpose of providing Securities collateral in favour of ATHEXClear through the relevant Account, in accordance with the terms hereof and the ATHEXCSD Rulebook;<sup>56</sup>
  - e) specifically for the needs of Physical Settlement of Derivatives on HEnEx, the necessary identification details of the Participant in the Day-Ahead Market of HEnEx, in order to enable registration of the Physical Settlement Declaration in the ETSS of HEnEx.<sup>57</sup>
8. Member Position Accounts shall be opened following an application of the Clearing Member to ATHEXClear and provided that the Clearing Member has declared to ATHEXClear the following:
- a) details of the Own Clearing Subaccount, the Clients Clearing Subaccount or the Client Clearing Subaccount, and, respectively, the Own Clearing Account or, alternatively, the Clients Clearing Account or the Client Clearing

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<sup>54</sup> Points d) and f) of par. 6, article 4.1.3 were replaced as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXClear with effect as of 01.02.2022.

<sup>55</sup> A new instance – g) – was added to subparagraph 6 of paragraph 4.1.3 as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

<sup>56</sup> Points c) and d) of par. 7, article 4.1.3 were replaced as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXClear with effect as of 01.02.2022.

<sup>57</sup> A new instance – e) – was added to subparagraph 7 of paragraph 4.1.3 as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

- Account, depending on whether the beneficiary of the Member Position Account shall be the Clearing Member itself or a person other than the Clearing Member, to which they shall be linked;
- b) the Trading Code(s) to which they shall be linked, as defined in each case under the Market Rulebook;
  - c) the code number of the Share which the beneficiary of the Member Position Account will have in the DSS, as stipulated in each case by the ATHEXCSD Rulebook and may be further specified by ATHEXClear in its decisions and procedures;
  - d) the relevant authorisation to ATHEXClear enabling it to act as Participant in the Securities Account of the relevant Share for the purpose of providing Securities collateral in favour of ATHEXClear through the relevant Account, in accordance with the terms hereof and the ATHEXCSD Rulebook;<sup>58</sup>
  - e) specifically for the needs of Physical Settlement of Derivatives on HEnEx, the necessary identification details of the Participant in the Day-Ahead Market of HEnEx, in order to enable registration of the Physical Settlement Declaration in the ETSS of HEnEx.<sup>59</sup>
9. The Clearing Member shall also give authorisation of use to ATHEXClear also in relation to the Share it uses in the DSS in its own name but on behalf of its clients through which the Clearing Member indirectly holds Securities of its clients which it provides as collateral in favour of ATHEXClear to cover risks arising from the Clients Clearing Account or Client Clearing Account in accordance with the provisions of article 5.2., par. 3 (b) of PART 5 of this SECTION.<sup>60</sup>

#### 4.1.4. Account Cancellation

1. A Clearing Account, Clearing Subaccount or Position Account of a Clearing Member shall be canceled by ATHEXClear upon an account closing request given to it or upon resignation of the Clearing Member or necessarily after its deletion by ATHEXClear, in particular in the cases provided for under Article 2.7 of SECTION IV.
2. In any case, a Clearing Account, Clearing Subaccount or Position Account shall be canceled if there are no open positions or other outstanding obligations and corresponding rights in it. The closing of a Clearing Account entails automatically the closing of all Clearing Subaccounts and Position Accounts of any kind linked to it.
3. Each issue and necessary detail regarding the cancellation of Accounts may be established by a decision of ATHEXClear.

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<sup>58</sup> Points c) and d) of par. 8, article 4.1.3 were replaced as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXClear with effect as of 01.02.2022.

<sup>59</sup> A new instance – e) – was added to subparagraph 8 of paragraph 4.1.3 as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

<sup>60</sup> In subparagraph 9 of article 4.1.3, the reference to "5, par. 3" was replaced by "5.2., par. 3 (b)" as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXClear.

#### **4.1.5. Specific Obligations of Clearing Members**

1. In accordance with this Rulebook, the risk of ATHEXClear vis-a-vis Clearing Members shall be calculated and collateral shall be provided to cover such risk per Clearing Member Clearing Account in compliance also with the segregation of assets and positions obligations in relation to the clearing carried out by ATHEXClear as CCP in accordance with applicable provisions.
2. Each Clearing Member shall:
  - a) comply with the obligations relating to keeping in the System all kinds of Clearing Accounts, Clearing Subaccounts and Position Accounts it handles hereunder;
  - b) keep separate records and accounts enabling it to separate both in the accounts it keeps in the System in accordance with the terms hereof, and its own accounts its assets and positions from the assets and positions held in the System on behalf of clients or by client, as the case may be;
  - c) give its clients at least the option of choosing:
    - (i) between the Clients Clearing Account and the Client Clearing Account for the needs of separating positions pursuant to provisions in force, with written confirmation of their choice, as well as between the Clients Position Account and the Investor Position Account depending on the contractual relations established with its clients, and inform them of the cost in accordance with its procedures, and in addition
    - (ii) in the case of the Clients Clearing Account, between:
      - (a) the Direct Clients Clearing Account with or without netting;
      - (b) the Indirect Clients Clearing Account with or without netting which relates to the case where indirect clearing services are provided in accordance with par. 4, article 4 of Commission Delegated Regulation (EU) 2017/2154;
      - (c) In the case where an Indirect Clients Clearing Account is held, the Clearing Member must comply with its obligations arising from Commission Delegated Regulation (EU) 2017/2154.<sup>61</sup>

#### **4.1.6. Disclosure of asset and position segregation levels**

1. Clearing Members shall disclose the level of protection and the costs associated with the different levels of segregation they provide based on the Clearing Accounts hereunder, and offer these services on reasonable commercial terms. The details of the different levels of segregation include a description of the main legal implications for each division level offered, including information on the law applicable for the insolvency of the respective jurisdictions. The disclosure should be made through the website of the Clearing Member.

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<sup>61</sup> Instance c) of subparagraph 2, article 4.1.5 was replaced as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXClear.

2. ATHEXCLEAR shall also proceed to the disclosure of the previous paragraph through its own website.
3. ATHEXCLEAR may decide to specify the terms and procedure of disclosure referred to in the previous paragraphs.

#### **4.2. Settlement Accounts**

1. Clearing Members must keep Securities Settlement Accounts and Cash Settlement Accounts pursuant to the terms hereof.

#### **4.3. Provision of information and data verification**

1. Clearing Members and Participants involved in the settlement of transactions shall, where applicable hereunder, provide all data and information requested by ATHEXCLEAR in relation to the Accounts provided for in this Rulebook that they manage, the obligations arising from them, as well as any changes thereto. They shall also inform ATHEXCLEAR in any case of change in their particulars based on which the relevant accounts were opened.
2. ATHEXCLEAR has a legal right, as part of gathering and verifying the data declared for the opening and keeping of all manner of accounts hereunder, to exchange any necessary information with the Market Operator, the ATHEXCSD, Cash Settlement Agents, credit institutions and the bodies that keep the collateral given in favour of ATHEXCLEAR, as well as with any other entity involved in the clearing and settlement of transactions; the provisions on professional secrecy of Article 81 of Law 3606/2007 shall apply.

### **PART 5. Collateral in favour of ATHEXCLEAR**

#### **5.1. General Provision**

1. Clearing members shall provide collateral in favour of ATHEXCLEAR to secure the proper fulfillment of their clearing and settlement obligations vis-a-vis ATHEXCLEAR in accordance with Article 46 of Regulation (EU) No 648/2012, Articles 37 to 42 of Commission Delegated Regulation (EU) No 153/2013, Article 77 of Law 3606/2007 and the specific provisions of this Rulebook.
2. The collateral shall be provided and separated per Clearing Account.

#### **5.2. Forms of Collateral**

1. As established by decision of ATHEXCLEAR and specified in the following paragraphs, ATHEXCLEAR shall accept as collateral highly liquid assets in the form of cash and Securities.
2. ATHEXCLEAR shall accept collateral in the form of cash in euros or in other settlement currencies for the transactions it clears, as well as in currencies other than the above that are subject to the risk management it conducts and specified by its decision.

3. ATHEXClear shall accept as collateral Securities traded on a regulated market or multilateral trading facility within the meaning of Law 4514 and Directive 2014/65/EU, as determined by relevant decision of ATHEXClear in accordance with the provisions of Annex I to Regulation (EU) No 153/2013 and the specific criteria laid down for that purpose by ATHEXClear, dependent for instance on the capitalization of the issuer, the liquidity of the securities, their free float and their participation in official indicators of the capital market. In addition to the above, the following conditions must be met by such Securities:<sup>62</sup>
  - a) the Clearing Member that holds them for its own account must have exclusive ownership thereof;
  - b) they must be held directly or indirectly in the name of the Clearing Member as collateral provider but on behalf of its clients within the meaning of Article 12(11) of Law 3606/2007 and classified in a CSD, system or register. including the DSS of ATHEXCSD. as clients' Securities provided as collateral in favour of ATHEXClear; or
  - c) in the case of Securities made available to ATHEXClear by a Client as collateral provider in accordance with the provisions of this Rulebook, the Securities must be in the exclusive ownership of the Client and be classified as Client's collateral in favour of ATHEXClear;
  - d) they must, in every case, be free of any encumbrance, attachment, claim or rights of third parties, or other commitments and freely negotiable.
4. ATHEXClear shall, by its decision, categorize the collateral it can accept setting concentration limits according to the provisions and restrictions particularly in relation to the maximum or minimum percentages acceptable of coverage or the maximum amount of permissible coverage per defined category.
5. Taking particular account of the technical procedures of reserving collateral in favour of ATHEXClear, the latter may require that collateral in Securities or foreign currencies be deposited in advance in the respective account.

### 5.3. Collateral Valuation

1. ATHEXClear shall value per Clearing Account of a Clearing Member the collateral provided in favour ATHEXClear for the relevant clearing account in the form of Securities and foreign currencies, where applicable in accordance with the terms hereof. Such valuation shall be conducted by ATHEXClear at market prices daily in almost real time throughout the duration of the trading session of the market on which they are traded and until the end of the session based on the clearing and risk management procedures applied at such time and the relevant decisions it makes to that end. Should it not be possible to perform a valuation at market

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<sup>62</sup> Par. 3 of article 5.2 was replaced as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXClear with effect as of 01.02.2022.

prices and in real time, ATHEXCLEAR shall establish processes to be employed in managing the respective risk.

2. The value of Securities shall at the end of the session be valued at their closing price or, alternatively, at such other prices as shall be established by ATHEXCLEAR in the relevant decision, where it finds that this is required for market protection purposes. A haircut shall apply on the value of the Security provided as collateral, as such value is valued each time, to cover market risk in accordance with the relevant procedures of ATHEXCLEAR.
3. The value of foreign currencies which have been provided as collateral in favour of ATHEXCLEAR shall be valued daily based on the current exchange rates of the foreign currencies to the euro announced by the European Central Bank. A haircut shall apply on the value of the foreign currency provided as collateral, as such value is valued each time, to cover market risk in accordance with the relevant procedures of ATHEXCLEAR.
4. ATHEXCLEAR shall monitor and review on a regular basis and at least annually, in accordance with applicable provisions, the adequacy of the valuation policies and procedures it applies and shall, based on the review, adjust its requirements under the collateral against Clearing Members. Such a review shall also be carried out whenever a material change occurs that affects ATHEXCLEAR's risk exposure.
5. ATHEXCLEAR shall communicate to the Clearing Members the valuation prices it considers each time in the valuation of the above collateral, and the haircuts applied per security and currency.

#### 5.4. Rights of ATHEXCLEAR on collateral

1. On the collateral provided to ATHEXCLEAR and held blocked in accounts in the name of the collateral provider, in accordance with the terms hereof, the legal pledge prescribed by Article 77 of Law 3606/2007 shall be created in favour of ATHEXCLEAR as System Operator. Where the collateral is provided in a central securities depository, registry or system of a Member State of the European Union, except Greece, the financial collateral under Directive 2002/47/EC shall be given in favour of ATHEXCLEAR in accordance with the law of such Member State. To provide collateral in a country outside the European Union, a legal opinion is required certifying that the collateral is subject to rules equivalent to those that apply to the financial collateral of Directive 2002/47/EC and that further the implementation of the terms of Article 45 and 46 of Regulation (EU) No 153/2013 is ensured.
2. The Clearing Member shall be considered to be the collateral provider, where collateral under Article 5.2 (3) (b) of this PART shall be given in relation to a Clients Clearing Account.<sup>63</sup>
3. The Client shall be considered to be the collateral provider, where collateral under Article 5.2 (3) (c) of this PART shall be given in relation to a Client Clearing Account.

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<sup>63</sup> In subparagraph 2 of article 5.4, the reference to "5.2 (3) (a)" was replaced by "5.2. 3 (b)" as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXCLEAR.

4. In the event of a Clearing Member's default, ATHEXClear uses the collateral to cover the loss caused by such default, in accordance with the terms hereof, only in respect of the Clearing Account of the Clearing Member for which the collateral has been provided. The use of collateral for another Clearing Account for the purpose of meeting obligations to ATHEXClear is prohibited, unless it relates to Own Clearing Accounts of the Clearing Member, in which case the excess collateral may be used to cover the aforesaid loss for any Clearing Account managed by the Clearing Member.<sup>64</sup>
5. The legal pledge of ATHEXClear on Securities shall automatically extend to the Securities distributed by the issuer without consideration or as a result of a split or reverse split, and to Securities resulting from changes in the legal person of the issuer, in particular due to mergers or splits in any form. The legal pledge shall not extend to pre-emptive rights, which have been cut off, such as pre-emptive rights due to share capital increase or due to the issue of a convertible bonded loan, as well as to rights on dividends or interest. During the time that the Securities are pledged as collateral in favour of ATHEXClear, ATHEXClear shall not exercise any voting rights in respect of these securities.
6. On the cash or securities provided as collateral in favour of ATHEXClear, ATHEXClear shall have right of use, which it can exercise through such Clearing Member as provides the collateral under Law 3301/2004 and Directive 2002/47/EC and in accordance with the stipulations in the following paragraphs:
  - a) ATHEXClear may, following simple notice to the Clearing Member, make temporary use of the collateral provided, to protect the System from inherent credit risks, unless the collateral is available to cover the relevant Clearing Accounts, as provided for herein, whose reimbursement the Clearing Member concerned has requested of ATHEXClear; Clearing Members shall give their written consent to ATHEXClear for the latter to exercise such right using to that end such form as shall be provided to them. Where clients are the beneficiaries of the assets to which each collateral relates, Clearing Members should have secured their clients' written consent prior to the provision of collateral to ATHEXClear. In the case of a Client Clearing Account or Indirect Clients Clearing Account, the written consent is given directly by the Client to ATHEXClear by means of a form which is made available by ATHEXClear and may be signed solely by the Clearing Member, provided the latter specifically represents the Client in this respect.<sup>65</sup>
  - b) if the collateral in respect of which ATHEXClear exercises the right of use consists of Securities, ATHEXClear shall exercise vis-a-vis the issuer all kinds of rights or claims arising throughout the use from the relevant securities and pay to the Clearing Member that provided the collateral the product of such exercise at the latest at the time of return to the Clearing Member

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<sup>64</sup> The second part of subparagraph 4, article 5.4, was replaced as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXClear.

<sup>65</sup> The final part of instance a), subparagraph 6, article 5.4, was replaced as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXClear.

- who provided the collateral as provided for below. Throughout the course of the use of the relevant securities, ATHEXCLEAR shall not exercise any voting rights arising out of such securities;
- c) if the collateral in respect of which ATHEXCLEAR exercises the right of use consists of cash, ATHEXCLEAR shall pay to the Clearing Member that provided the collateral the same amount in the same currency.
  - d) ATHEXCLEAR may also, in the event of default of the Clearing Member and only by simple notice to it, use the collateral provided by it as means of payment and settlement of its obligations arising out of the relevant Clearing Account of the Clearing Member as a result of the settlement of transactions, applying close-out netting procedures. If the netted claims are not uniform, their offsetting shall be done using such method of valuation of their value and procedure as shall be laid down by decision of ATHEXCLEAR.
7. If the collateral provided in cash or Securities is kept in accounts in the name of ATHEXCLEAR as collateral taker, a title transfer financial collateral is established hereunder in its favour as provided for in Law 3301/2004, and the provisions of (b) to (d) of the preceding paragraph shall apply accordingly. Keeping collateral in an account with a Central Bank may not constitute title transfer financial collateral even if the account is held in the name of ATHEXCLEAR, provided that such collateral is kept purely for the needs of the centralized keeping of the cash that make up the collateral and not for purposes of title transfer to ATHEXCLEAR. ATHEXCLEAR shall, by its decision, establish the specific characteristics of the collateral in accordance with the terms of the preceding paragraph, taking into account the technical procedures of the Central Bank.
8. ATHEXCLEAR shall be entitled to use any excess collateral of the same Clearing Account of a Clearing Member to cover its obligations towards ATHEXCLEAR arising from its default in another Default Fund managed by ATHEXCLEAR, outside the scope of this Regulation.<sup>66</sup>

## 5.5. Collateral Accounts

1. ATHEXCLEAR shall take collateral in the form of cash denominated in euros, foreign currencies or Securities through the respective collateral accounts. Collateral shall be provided via the relevant account in accordance with the terms of the following subparagraphs.
2. Cash collateral shall be provided to ATHEXCLEAR by Clearing Members exclusively in one or more of the ways prescribed next, which shall be specified by decision of ATHEXCLEAR:
  - a) in the case of collateral provided in the form of cash in euro or foreign currency, by depositing the required amount of money in a bank account

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<sup>66</sup> New paragraph 8 was added in article 5.4 as above by virtue of decision 259/31.03.2025 of the Board of Directors of ATHEXCLEAR.

- held in the name of the Clearing Member or ATHEXCLEAR, per currency, for instance as part of the centralized keeping of collateral by ATHEXCLEAR. Cash collateral may not be kept with a credit institution, if it is provided by the credit institution to meet their own obligations towards ATHEXCLEAR as Clearing Member or its obligations as Client handled by the Clearing Member or if, as the case may be, is provided by the above credit institution with which the Clearing Member is affiliated in accordance with Article 42e (5)(a) to (c) of Law 2190/1920.
- b) the above collateral may be held with the Bank of Greece or another central bank or a credit institution under the provisions of Article 45 of Regulation (EU) No 153/2013 as may be decided by ATHEXCLEAR.
3. Collateral on Securities shall be provided to ATHEXCLEAR by Clearing Members in the ways prescribed below for each case, and as instructed in each case by the CSD, system or registry where they are kept:
- a) collateral on Securities in the DSS shall be provided by transfer of the Securities to the Own Securities Account or to the Clients Securities Account or Client Securities Account administered by ATHEXCLEAR. Similarly, the return of collateral is effected by transfer of the relevant Securities to the Own Securities Account indicated by the Clearing Member or to the Clients Securities Account or Client Securities Account of its Share as collateral provider or of the Client Share, respectively, in the DSS. In the case of financial collateral on Securities by title transfer, such collateral shall be provided by transferring the relevant Securities to the Securities Account of the System Operator Share of ATHEXCLEAR, which shall be indicated by ATHEXCLEAR;<sup>67</sup>
  - b) collateral on Securities monitored through the System for Monitoring Transactions in Book-Entry Securities (Dematerialised Securities) of the Bank of Greece, shall be provided in either the DSS in one of the ways prescribed under (a) either by transferring the securities into such account kept at the Bank of Greece by the ATHEXCSD or ATHEXCLEAR through such System as its agent, as shall be indicated by ATHEXCLEAR, or into such account of another agent kept in this System as shall be indicated by ATHEXCLEAR or the Clearing Member in accordance with the specific provisions of the Rulebook of such System;
  - c) collateral on Securities in any other CSD, system or registry may be provided in each case under terms comparable that ATHEXCLEAR may specify by its decision, provided that the account where the relevant securities are kept is classified in the relevant depository, system or registry as an account of collateral in favour of ATHEXCLEAR, the collateral provider is identified and the collateral is subject to the terms of Article 5.4(1) of this PART.

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<sup>67</sup> Subparagraph a) of par. 3, article 5.5 was replaced as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXCLEAR with effect as of 01.02.2022.

4. The crediting or registering or entering, as appropriate, of the collateral in the relevant account in favour of ATHEXCLEAR shall generate for the latter the respective rights of collateral taker provided for in the law. ATHEXCLEAR shall have access to the accounts of the preceding paragraphs as System administrator as specified in Article 81 of Law 3606/2007.
5. When the Clearing Member having provided the collateral in relation to a Clearing Account requests its return, ATHEXCLEAR shall make the released collateral available to the Clearing Member into the respective account provided for in each case in this Article, provided that there are no obligations to provide Margin for the relevant Clearing Account or that such obligations are otherwise met as provided for herein. ATHEXCLEAR may refuse to return the excess aforesaid collateral for the coverage of any potential risks associated either with the relevant Clients Clearing Account, or in the case of article 5.4. par. 4 (2) with Clients Clearing Accounts or Client Clearing Accounts of the requesting Clearing Member
6. ATHEXCLEAR may, by its decisions, specify every technical issue and necessary detail in relation to the implementation of the terms of this Article.

## PART 6. Default Fund

### 6.1. General provisions

1. A Default Fund shall be created under this Chapter that shall operate in accordance with applicable provisions, in particular Article 42 of Regulation (EU) No 648/2012, Articles 29 to 31 of Regulation (EU) No 153/2013. The Default Fund shall constitute total assets created to serve the Funds purpose by means of the contributions of Clearing Members. The cash in the Fund shall be jointly owned by the Clearing Members pro rata their participation in it. The Default Fund shall not constitute a legal person, while in terms of its legal relations, it shall be represented by ATHEXCLEAR acting as its administrator.
2. On the cash available each time in the Default Fund, as established hereunder, financial collateral shall be given to ATHEXCLEAR as collateral taker in accordance with the provisions of Law 3301/2004; ATHEXCLEAR shall be entitled use the cash in the Fund applying the provisions of Article 6.8. of this Part.
3. ATHEXCLEAR manages the Default Fund to cover losses arising from default in accordance with the provisions of article 2.5, SECTION IV.
4. The Default Fund shall be a risk sharing fund, since in the case of inadequacy of a Clearing Member's share to cover loss resulting from default of such Clearing Member, the portion of the loss remaining after the use of Dedicated Own Resources of ATHEXCLEAR shall be charged pro rata to the shares of the other Clearing Members participating in the Default Fund, thereby reducing their participation in it accordingly.
5. The amount in the Default Fund and the contributions and respective shares of Clearing Members in it shall be established in accordance with the terms of this PART. The sum of the minimum contributions of the Clearing Members as defined in this PART shall be the lower limit of the Default Fund amount.

6. The participation of each Clearing Member in the Default Fund shall be determined by its share. The share consists of the Clearing Member's contributions to the Default Fund, plus the proceeds corresponding to such share on the basis of the rules of management and investment applied by ATHEXCLEAR, less all kinds of expenses, particularly risk management and collateral expenses, as determined by procedures of ATHEXCLEAR. Proceeds and expenses shall be allocated to each Clearing Member share in the Default Fund depending on the size of such share.
7. Contributions to the Default Fund shall be paid by Clearing Members in full and cash through such bank account as shall be indicated by ATHEXCLEAR. Where a monetary amount is reimbursed into a share, if necessary hereunder, ATHEXCLEAR shall pay the amount into the bank account of the Clearing Member concerned.
8. The cash of the Default Fund shall be kept in one or more accounts with the Bank of Greece or another central bank or a credit institution under the provisions of Article 45 of Regulation (EU) No 153/2013 as may be decided by ATHEXCLEAR. ATHEXCLEAR shall keep a record all the resources of the Default Fund as well as those per Clearing Member share by means of corresponding accounting entries.

## **6.2. Shares**

1. Each Clearing Member shall keep only one share in the Default Fund. This share is opened upon obtaining Clearing Member capacity.
2. Any instances of merging, splitting or deactivation of shares as a result of corporate actions or other events with respect to Clearing Members, such as – by way of indication – in cases of merger or acquisition, shall be regulated by decisions of ATHEXCLEAR.
3. A Clearing Member share shall be deleted in the case of loss of the Clearing Member capacity, as stipulated in each case by the provisions of this Rulebook.

## **6.3. Initial and minimum contribution**

1. Clearing Members shall make an initial contribution to the Default Fund in order to acquire Clearing Member capacity.
2. The amount of the initial contribution shall, in the case of Direct Clearing Members, be thirty thousand euros (EUR 30,000), and, in the case of General Clearing Members, five hundred thousand euros (EUR 500,000).
3. The minimum contribution of Clearing Members to the Default Fund, as determined by the following provisions, may not be less than the initial contribution.

## **6.4. Rules for calculating the Default Fund and the shares of Clearing Members**

### **6.4.1. Size of Clearing Member share**

1. The size of each Clearing Member share in respect of any current calculation period shall be whichever is greater between the rate (Contribution Rate), as set by ATHEXCLEAR, multiplied by the sum of the average Margin of all Clearing Accounts of each Clearing Member for the calculation period, and the minimum

contribution. More specifically, the size of the share ( $\mu_i$ ) of a Clearing Member (i) is calculated using the following formula:

$$\mu_i = \max \left( \alpha \cdot \sum_{k=1}^{N(i)} \left( \frac{\sum_{j=1}^{M_{k,i}} M(k,i,j)}{M_{k,i}} \right), \text{Minimum Contribution} \right)$$

where:

N(i): The total number of Clearing Accounts of Clearing Member i in the calculation period.

M (k,i,j) : The Margin of Clearing Account k of Clearing Member i computed at the end of session j. If the margin is calculated in a currency other than euro, the value of the margin shall be converted into euros using the exchange rate on the last day of the calculation period.

M<sub>k,i</sub> : the number of sessions of the Market in the previous calculation period, at which a non-zero margin was calculated for Clearing Account k of Clearing Member i.

Minimum Contribution (i): The minimum required contribution to the Default Fund by Clearing Member i as provided for in Article 6.3.

$\alpha$ : The contribution rate, expressed as a percentage, set and announced by ATHEXCLEAR.

#### 6.4.2. Size of Default Fund

1. The amount of the Default Fund shall be calculated on a periodic basis in accordance with the procedures of ATHEXCLEAR. In any case, the calculation period may not be greater than three (3) months. The calculation of the amount of the Default Fund shall take place in the first three (3) business days of each current calculation period. Following its calculation, ATHEXCLEAR shall communicate the relevant amount to the Clearing Members and publish it on its website. ATHEXCLEAR shall, by its decision, establish the frequency of the relevant calculation as well as any other relevant matter.
2. The size of the Default Fund derives from the sum of the shares of all Clearing Members as calculated in accordance with article 6.4.1 of this PART.
3. When adjusting the Default Fund, ATHEXCLEAR shall apply a methodology by which it shall check, for the calculation period, if the amount of the Default Fund as calculated in accordance with the previous paragraph, would be sufficient to cover losses beyond the Margins under extreme but plausible market conditions (stress testing), that may arise in the event of default of a Clearing Member in which the System has the greatest risk exposure or of the second and third Clearing Members, if the cumulative exposure is higher, taking into account the dependencies of their groups, based also on applicable provisions. It shall check whether the Default Fund and the Dedicated Own Resources of ATHEXCLEAR would be sufficient to cover loss in the event of default of the Clearing Members ranking first and second in terms of exposure, taking into account the dependencies of their groups, based also on applicable provisions. In the case of insufficiency, ATHEXCLEAR shall modify the Contribution Rate under Article 6.4.1 of this PART, adjusting the size of the share of each Clearing Member, so as to meet, taking into account the adjusted Default Fund, the above requirements. In this case, the

amount of the Default Fund shall for the purposes hereof be the amount resulting after applying the above methodology. ATHEXCLEAR shall by its relevant procedures establish all relevant issues and necessary details.

4. ATHEXCLEAR shall also implements a testing program through which:
  - a) it shall conduct daily stress tests on the above available resources against counterparty credit risk using standard and predetermined parameters and assumptions. In the case of insufficiency, it shall decide to cover the shortfall by increasing the resources available, which may include increasing the Default Fund, increasing the margins for one or more Clearing Accounts or increasing the Dedicated Own Resources;
  - b) it shall analyze and monitor the liquidity risk by conducting at least daily stress tests of its liquid financial resources. In the case of insufficiency, it shall decide to cover the shortfall by increasing the resources available, which may include increasing the Default Fund, increasing the margins that must be covered by cash for one or more Clearing Accounts or increasing the Dedicated Own Resources or securing liquidity lines with credit institutions.

#### 6.5. Payments due to the readjustment of shares

1. When ATHEXCLEAR notifies Clearing Members regarding the size of their shares in the Default Fund, it shall stipulate the exact amount to be paid by:
  - a) Clearing Members to the Default Fund; or
  - b) the Default Fund to Clearing Members.
2. If the value of any share of a Clearing Member during the previous calculation period falls short of the share size that must be maintained by the Clearing Member during the current calculation period, the Clearing Member shall pay the difference in cash into the Default Fund within three (3) business days from the notification by ATHEXCLEAR regarding the size of shares of Clearing Members in the Fund during the current calculation period.
3. If the value of any share of a Clearing Member during the preceding calculation period is greater than the share size that must be maintained by the Clearing Member during the current calculation period, the difference shall be paid in cash from the resources of the Default Fund through ATHEXCLEAR to the Clearing Member within four (4) business days from the notification by ATHEXCLEAR regarding the size of shares of Clearing Members in the Fund during the current calculation period, after the obligations of Clearing Members under paragraph 2 have first been paid. **ATHEXCLEAR shall be entitled not to return the amount of the above-mentioned difference to the Clearing Member and to use it to cover its obligations towards ATHEXCLEAR arising from its default in another Default Fund managed by ATHEXCLEAR, outside the scope of this Regulation.**<sup>68</sup>

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<sup>68</sup> A new sentence was added to paragraph 3 of article 6.5 as above by virtue of decision 259/31.3.2025 of the Board of Directors of ATHEXCLEAR.

## 6.6. Extraordinary contributions

1. Extraordinary contributions shall be paid by Clearing Members in the Default Fund by ATHEXCLEAR resolution in the case of:
  - a) activation of the Default Fund to replenish its cash that was used to cover the relevant loss, including the portion of participation of the defaulting Clearing Member in the Fund;
  - b) resignation or deletion of a Clearing Member to cover such cash amount of the Default Fund as corresponds to such Clearing Member's participation in it, where following such check as ATHEXCLEAR shall perform to verify the adequacy of decreasing cash using such methods as are prescribed in Article 6.4.2 of this PART inadequate coverage is found;
  - c) of exceptional reasons for the protection of the market in particular due to extreme changes to the prices and in general the figures of the market.
2. Under (a) above, ATHEXCLEAR shall calculate the amount of extraordinary contributions of the Clearing Members based on the new rate of their participation in the Default Fund.
3. In the cases of the preceding paragraphs ATHEXCLEAR shall, for the purpose of calculating the amount of the extraordinary contributions, apply the procedure under Article 6.4.1 of this Part or, if it finds it necessary, it may establish additional parameters in the calculation to protect the market, and also determine the calculation period as appropriate, taking account of the general conditions of calculation and market conditions. ATHEXCLEAR shall promptly communicate its relevant decision to the HCMC.
4. Where a decision is made for extraordinary adjustment of the Default Fund, ATHEXCLEAR shall appoint the methodology and parameters based on which the adjustment shall be performed, which may differ from the methodology followed for the ordinary adjustment of the Fund, taking into account the reasons that caused the need for adjustment. It shall also specify the period within which the Clearing Members shall provide additional contributions.

## 6.7. Late payment of contributions to the Default Fund

1. In the event of untimely payment by a Clearing Member into the Default Fund of its contribution, such Clearing Member shall not be allowed, until such time as it has fulfilled its relevant obligation, to undertake transactions for clearing, except for close-out transactions conducted to cover a possible default. Similarly, Market Members shall also be excluded from carrying out transactions, except close-out transactions, provided that these are cleared by the defaulting Clearing Member.

## 6.8. Use and replenishment of Default Fund resources

1. ATHEXCLEAR may make temporary use of the cash of the Default Fund as collateral taker in exercising the right of use under Article 6.1 of this PART in the event of default of a Clearing Member. ATHEXCLEAR shall make such use to cover liquidity risk in relation to pending transactions, positions and obligations of the defaulting Clearing Member of the Clearing Accounts it handles, as well as from the hedging transaction conducted by ATHEXCLEAR to manage its default in accordance with

Article 2.3 of SECTION IV, also including all manner of expenses related to the completion of transactions or close-out transactions, as appropriate.

2. In the case of use of the cash of the Default Fund pursuant to the preceding paragraph, ATHEXCLEAR shall within a reasonable time and in any case before using the Default Fund to cover any losses caused by the default replenish such cash as defined in Article 2.5 of SECTION IV. Alternatively, ATHEXCLEAR may offset the value of the cash to be replenished with the amount corresponding to the loss covered using the Default Fund pursuant to Article 2.5 of SECTION IV.
3. If while the handling of the first default is pending a second or more defaults occur, the use of cash for each default in accordance with the previous paragraph shall take place sequentially and by time priority, by covering, in accordance with Article 2.5 of SECTION IV, the loss of each previous default.
4. ATHEXCLEAR may, alternatively or cumulatively in relation to the possibility of temporary use of the cash in the Default Fund, as provided for in the previous paragraph, make use of credit facilities to cover default situations in accordance with the relevant procedures and applicable provisions.

#### **6.9. Resources, assets and eligible investments of the Default Fund**

1. The cash of the Default Fund shall be invested by ATHEXCLEAR in accordance with the investment policy it adopts and implements pursuant to applicable provisions.
2. Default Fund resources shall be all kinds of contributions of Clearing Members, as defined in this Rulebook, and all kinds of proceeds from the investment of its cash in accordance with the preceding paragraph.
3. For the needs of investing the cash of the Default Fund, ATHEXCLEAR may setup committees operating under its control.
4. The fiscal year of the Default Fund shall be one calendar year. At the end of each fiscal year of the Default Fund, ATHEXCLEAR shall prepare its annual management report regarding the Fund.
5. The annual report of the Default Fund may be included in more general reports that ATHEXCLEAR may prepare in relation to the financial resources it keeps and may invest also based on applicable provisions.
6. The annual report shall include the assets of the Default Fund, a detailed income statement, which shall include, by category, revenues from its placements and all manner of contributions paid into it, and any loss resulting from its activation, a detailed statement of Default Fund disbursements pursuant to the terms hereof, a detailed list of outstanding and paid out claims resulting from defaults, and a detailed list of loan or credit balances and the claims that have arisen to settle defaults.
7. The auditing of the financial management of the Default Fund and the of the annual management report prepared by ATHEXCLEAR shall be assigned to two (2) auditors or a recognized auditing firm. The term in office of such bodies may be renewed without limitation. The auditors report shall be submitted to the HCMC.
8. ATHEXCLEAR shall immediately make available to the HCMC when so requested by the latter the reports under the preceding subparagraphs, as well as any other data

and information relating to the administration and management of the Default Fund.

## PART 7. Clearing Procedure

### 7.1. General Provision

1. This Part sets out the terms and conditions under which transactions are cleared through the System. The clearing procedure involves the participation of Clearing Members and ATHEXClear, as well as Market Members, as appropriate, in accordance with the specific provisions in this PART.
2. Clearing shall include the following subprocedures:
  - a) disclosure of transactions to be cleared by the Market Operator to ATHEXClear;
  - b) transaction structure;
  - c) finalisation of positions;
  - d) calculation, netting and valuation of positions;
  - e) valuation of collateral;
  - f) calculation of the requirements to provide Margin;
  - g) Credit Limit calculation and monitoring;
  - h) calculation of the claims and obligations to be settled;
  - i) exercise of rights, as appropriate;
  - j) adjustment of positions due to corporate actions;
  - k) adjustment of positions due to cascading;<sup>69</sup>
  - l) communication of clearing results.
3. Also, the following specific procedures are performed:
  - a) settlement transfer;
  - b) declaration of Securities Settlement Account;
  - c) execution of Intermediary actions to beneficiaries;
  - d) consensual transfer of positions;
  - e) exercise of the right of Physical Settlement and forwarding by ATHEXClear of the Physical Settlement Declarations for registration in the ETSS of HEnEx.<sup>70</sup>

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<sup>69</sup> A new instance – k) – was added to paragraph 2 of article 7.1 as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

<sup>70</sup> A new instance – e) – was added to paragraph 3 of article 7.1 as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

4. Any procedural or technical details concerning the clearing operation shall be determined in accordance with the decisions and procedures of ATHEXCLEAR.

## 7.2. Notification of transactions to be cleared

1. After the close of the Market session or during such session, the Market Operator shall electronically transmit on the same day, under its responsibility, to ATHEXCLEAR details of the transactions carried out during the relevant day. The details transmitted shall be checked by ATHEXCLEAR in accordance with the terms of the following paragraphs.
2. The following transaction details are mandatory for each trade (sell or buy):
  - a) Trade details. Such details are:
    - (i) Derivative or securities lending product series
    - (ii) Trading currency
    - (iii) Clearing Account code and Clearing Subaccount code
    - (iv) Quantity
    - (v) Price
    - (vi) Transaction classification (buy or sell)
    - (vii) Trade date and time
  - b) Relevant indication, whether it is a Block Trade (block) that has been conducted in a Market.
  - c) Details of the counterparty Market Members and of the principals. Such details are:
    - (i) the codes of the counterparty Market Members;
    - (ii) the Trading Code.
3. ATHEXCLEAR shall check on the same day the information communicated in accordance with the preceding paragraphs. If such information does not include any of the items under paragraph 2, ATHEXCLEAR shall reject the entry into the System of the respective actions. Furthermore, the Trade Codes serve to automatically identify in the System the Position Accounts linked to them, as such accounts are identified based on the applications for their opening filed by Clearing Members.
4. Where any of the items under paragraph 2 are missing or are inaccurate, ATHEXCLEAR shall inform the Market Operator accordingly. To remedy such missing or inaccurate information, the Market Operator shall transmit on the same day new detailed information in respect of the same day in replacement of previously submitted information.

## 7.3. Transaction shaping

The provisions of this paragraph shall not apply to transactions in securities lending products.

### **7.3.1. Shaping procedures**

1. Following communication of the transaction details in accordance with Article 7.2 and before position finalisation in accordance with Article 7.4, it shall be allowed within such planned schedule as shall be fixed by ATHEXClear in its relevant decision to structure transactions. Such structuring shall include the procedures laid down in Articles 7.3.2 to 7.3.4 of this PART. In any case, in order to perform structuring procedures, the information declared in each must have been entered in the System.
2. During structuring procedures, Clearing Members may receive through the System information about the transactions and positions being structured.

### **7.3.2. Change of Trading Code**

1. It shall be allowed to transfer a transaction, or part thereof, from a Trading Code, as communicated in accordance with Article 7.2 of this PART, to another Trade Code of the same Market Member of the same or different Position Account of the same or different Clearing Subaccount or Clearing Account of the same or different Clearing Member (change of Trade Code and/or Position Account and/or Clearing Subaccount and/or Clearing Account) by simple declaration of the Market Member in the System provided that:
  - a) in case the transfer entails a change of Position Account, the transfer shall be:
    - (i) from an Investor Position Account to another Investor Position Account or to a Member Error Position Account;
    - (ii) from an Operator Position Account or an Intermediary's Clients Position Account to one or more Investor Position Accounts performed after the transaction split. The transaction split shall entail its allocation to more actions. Split transactions shall for the purposes of clearing be handled by the System up as separate actions;
  - b) if the transfer entails a change of Clearing Subaccount or Clearing Account of the same or different Clearing Member, the Credit Limit of the Market Member shall be based on the relevant Clearing Subaccount and be sufficient to cover the risk associated with the transaction transferred to it.
2. Changes of Trade Codes and transaction splits performed by a Market Member in accordance with the previous paragraph shall be freely revocable by the Clearing Members which participate in the transfer and split, as appropriate, until the end of the relevant procedure based on the schedule fixed by ATHEXClear.

### **7.3.3. Change of Position Account**

1. It shall be allowed to transfer a Position Account transaction, as the respective transaction has been communicated using the procedure pursuant to Article 7.2. of this PART, to another Position Account of the same account or a different Clearing Subaccount and/or Account of the same Clearing Member (change of Position Account) by simple declaration of the Clearing Member in the System until the end of the relevant procedure based on the schedule set by ATHEXClear, only in the following cases:

- a) where the transfer is made from an Investor Position Account to another Investor Position Account or to a Member Error Position Account;
- b) where the transfer is made from an Operator Position Account or an Intermediary's Clients Position Account to one or more Investor Position Accounts performed after the split of transactions, as provided for in the previous subparagraph.

#### **7.3.4. Change of Clearing Subaccount or Clearing Account - Clearing Transfer**

1. It shall, as notified using the procedure under Article 7.2 of this PART, be allowed to transfer transactions between Clearing Subaccounts or Clearing Accounts of the same Clearing Member (change of Clearing Subaccount and/or Clearing Account) or different Clearing Members (clearing transfer) until the end of the relevant procedure based on the schedule set by ATHEXClear under the following conditions:
  - a) in the case of transfer of transactions between Clearing Subaccounts or Clearing Accounts of the same Clearing Member, the transfer shall be executed by simple declaration of the Clearing Member in the System;
  - b) in the case of transfer of transactions between Clearing Subaccounts or Clearing Accounts of different Clearing Members the transfer shall be conditional on the transfer of clearing on approval by ATHEXClear. Approval shall be granted on a request of transfer and undertaking of the deferral by the Clearing Members concerned and if the Credit Limit of both the Clearing Member deferring the clearing and the Clearing Member undertaking the clearing are sufficient to cover the risk associated with the transaction transferred to it. If the Clearing Member undertaking the transferred transaction is a Direct Clearing Member, the relevant transaction must have been carried out by the same as Market Member.

#### **7.4. Finalisation of Positions**

1. After completion of the structuring procedure, disclosed transactions shall be finalised for the purposes of clearing, forming all positions per Clearing Account.
2. After their finalisation, transactions shall not be subject to any modification, correction or completion by ATHEXClear. By exception, in application of Article 29 of Law 2579/1998 (Government Gazette A' 31), the relevant transactions may be characterized as transactions under cancellation and may, therefore, be subject to cancellation. In this case, the Market Operator shall communicate to ATHEXClear on the same day the decision for cancellation, as appropriate in each case, so that such actions do not, by being void, produce any legal effect as they are considered to not have been effected.
3. In the case of default of a Clearing Member, as regards any kind of actions of ATHEXClear regarding clearing, settlement, collateral taking or contributions to the Default Fund hereunder or exercising the right to use them as specified herein, finality shall apply from the completion of the cleared action in accordance with Article 79(3) of Law 3606/2007.

### 7.5. Calculation, Netting and Valuation of Positions

1. Following the finalisation of positions, ATHEXCLEAR shall calculate the positions of Clearing Members.
2. The positions of each Position Account, as they are automatically entered in it and structured as provided for herein, shall, after their finalisation, be subject to automatic netting, unless the Clearing Member handling the Position Account declares that the positions shall not be netted.
3. The calculation of positions for the purposes of clearing shall be conducted by Clearing Member's Clearing Account.
4. To calculate positions per Clearing Account, positions by type of transaction (sale-buy lending-borrowing or exercise of rights) and by Derivative Series shall be summed. In particular with regard to positions in securities lending or borrowing products, positions shall be calculated per transaction.
5. The positions of each Clearing Account, as they result from the positions of the Position Accounts of the Clearing Subaccounts thereof shall, following their shaping in accordance with the terms hereof, be subject to mandatory netting except in the case of a Direct Clients Clearing Account or an Indirect Clients Clearing Account which has been flagged as not subject to netting in accordance with par. 4, article 4.1.1 of Section II.<sup>71</sup>
6. Based on the netting ATHEXCLEAR shall calculate the net position of the Clearing Member by Clearing Account per settlement day.
7. ATHEXCLEAR shall value the positions of each Clearing Member by Derivative and Derivative Series and by securities lending product per Clearing Account of the Clearing Member.
8. The valuation shall be carried out by ATHEXCLEAR daily, throughout the duration of the Market session, as well as after the finalisation of the positions in accordance with the procedures of ATHEXCLEAR at times it shall establish as per its procedures.

### 7.6. Collateral valuation

For the purposes of meeting Margin and Credit Limit requirements, ATHEXCLEAR shall value the collateral provided by Clearing Account in accordance with Article 5.3 of this SECTION.

### 7.7. Calculation of Margin provision requirements

1. ATHEXCLEAR shall calculate the obligations of each Clearing Member to provide the Margin required by ATHEXCLEAR each time per Clearing Account of the Clearing Member.
2. The calculation of the margin provision requirements shall be based on the valuations carried out by ATHEXCLEAR daily throughout the duration of the Market session, as well as after the finalisation of positions.

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<sup>71</sup> Paragraph 5 of article 7.5 was replaced as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXCLEAR.

3. ATHEXCLEAR shall calculate Margin provision requirements in accordance with the provisions of Article 41 of Regulation (EU) No 648/2012, Articles 24-28 of Commission Delegated Regulation (EU) No 153/2013 and the provisions of Commission Delegated Regulation (EU) 2017/2154, particularly taking into account the following data:
  - a) the positions per Clearing Account;
  - b) the positions of Position Accounts, in the case of a Direct Clients Clearing Account or an Indirect Clients Clearing Account which has been flagged as not subject to netting in accordance with par. 4, article 4.1.1 of Section II;
  - c) valuation prices of the underlying securities, based on such method as ATHEXCLEAR shall establish in its relevant decision;
  - d) volatility of the underlying securities, as defined by ATHEXCLEAR in its relevant decision;
  - e) any other relevant information on the operational characteristics of the transactions.<sup>72</sup>
4. ATHEXCLEAR shall be entitled at any time to change the methods for calculating and valuing any variable involved in specifying the Margin for the purpose of protecting the market. ATHEXCLEAR shall also be entitled to increase at any time the Margin requirements for both all Clearing Accounts and for individual Accounts, and set a time limit for their covering, taking into account in particular any imminent risks.
5. If the Margin requirement of ATHEXCLEAR in relation to a Clearing Member Clearing Account, as calculated by it on the basis of the valuations it conducts after the finalisation of the Clearing Account positions, is greater in value than the value of all collateral of the relevant Account, as such collateral have been provided to ATHEXCLEAR hereunder, the Clearing Member shall be notified of the requirement by ATHEXCLEAR and must ensure to cover the shortfall by payment in cash within a time limit before the start of the next Market session, as shall be established in the relevant decision of ATHEXCLEAR.
6. If the Margin requirement of ATHEXCLEAR in relation to a Clearing Member Clearing Account, as calculated by it on the basis of the valuations it conducts after the finalisation of positions, is less in value than the value of all collateral of the relevant Account, as such collateral have been provided to ATHEXCLEAR hereunder, the surplus shall be considered as available coverage. ATHEXCLEAR shall pay Credit Limit to the Clearing Member per Clearing Account at the most up to the amount of its available coverage.
7. If no available coverage exists in favour of ATHEXCLEAR in terms of a Clearing Member Clearing Account, such Clearing Member shall not be allowed, until such time as it has fulfilled its relevant obligation, to undertake transactions for clearing, except for close-out transactions conducted to close the positions of the relevant Clearing Account. Market Members whose transactions shall be cleared through such Clearing Account shall also be excluded.

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<sup>72</sup> Subparagraph 3 of article 7.7 was replaced as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXCLEAR.

8. If collateral is provided to ATHEXCLEAR by a Clearing Member as collateral provider and this is provided to cover the requirements arising from more than one Clearing Account, the Clearing Member must state the part of collateral that under its responsibility corresponds to each Clearing Account. In the event of default of a Clearing Member as provided for herein, such collateral shall be used by ATHEXCLEAR under the conditions laid down in Article 2.5 of SECTION IV.

## **7.8. Limit Calculation and Monitoring**

### **7.8.1. Credit Limits**

1. ATHEXCLEAR shall before the start of each Market session set the Credit Limit of each Clearing Member in respect of each Clearing Account of such Clearing Member based on its available coverage in accordance with Article 7.7 of this PART, and shall enter it in the relevant Clearing Account.
2. Subsequently, ATHEXCLEAR shall make an entry of the percentages of allocation, where such allocation exists, of the Credit Limit among Market Members of the same or different Clearing Subaccounts of the relevant Clearing Account based on the declarations of the Clearing Member.
3. The Clearing Member may change the allocation amounts of the Credit Limit of each Clearing Account among the Market Members during the session. In the case of a declaration of change of the Credit Limit allocated by a Clearing Member to a Market Member, the declaration shall be accepted by ATHEXCLEAR if the new reduced Credit Limit of the Market Member is greater than the Credit Limit it has already used up.
4. Where a declaration is made for the increase of the Credit Limit of a Market Member, the allocation of the Credit Limit by a General Clearing Member per Clearing Account shall not exceed, per Market Member or for all the Market Members, whose transactions it clears through the relevant Clearing Account, the Credit Limit of the Clearing Account of the Clearing Member, as such Credit Limit stands each time at the moment of the allocation according to the terms of the next paragraph.
5. During the market session and at regular intervals the Credit Limit shall be recomputed (increase or drop) for each Clearing Account, considering, particularly, the value of the collateral given, the Margin requirement, the (positive or negative) difference in Futures valuation, the trading risk for all relevant Subaccounts pursuant to point 6, and outstanding amounts relating to payments or collections out of the purchase or sale of options throughout the day. ATHEXCLEAR shall by its resolution establish the frequency of and method for recomputing the credit limit per Clearing Account during the session.
6. During the Market session, ATHEXCLEAR shall gradually subtract from the Credit Limit of each Clearing Member, per Clearing Subaccount and Market Member, the Credit Limit it has used up on the basis of unexecuted orders entered by the Market Member in the Market, and the transactions it has concluded during the relevant session in accordance with the methodology stipulated by ATHEXCLEAR in its decision.
7. If there is no available coverage for the relevant Subaccount and Market Member, the Credit Limit of the Clearing Member shall be zero for them and the

consequences of prohibiting the entry of orders shall apply in accordance with Article 7.7 (7) of this PART.

8. During the market session and at regular intervals ATHEXCLEAR may compute per Clearing Member Clearing Account the Intraday Risk Change, considering, particularly, the value of the collateral given, the Margin requirement, the (positive or negative) difference in Futures valuation, and outstanding amounts relating to payments or collections out of the purchase or sale of options throughout the day. Where for Clearing Account the Intraday Risk Change exceeds such limit as ATHEXCLEAR shall fix for such purpose (Intraday Risk Change Limit), the Credit Limits shall be immediately zeroed for all Market Members that have their transactions cleared through such Clearing Account and the consequences of prohibiting the entry of orders shall apply in accordance with Article 7.7 of this PART until such time as additional collateral has been given to cause the Intraday Risk Change to drop under such limit as ATHEXCLEAR fixes to that end (Intraday Risk Change Recovery Limit). ATHEXCLEAR may by its resolution fix the methodology to be used to compute the Intraday Risk Change per Clearing Account throughout the session, as well as the aforementioned limits.
9. ATHEXCLEAR shall transmit to the Market Operator the Credit Limit per Clearing Member and Market Member Clearing Subaccount before the session, and it shall also transmit to it the Credit Limit as it changes during the session in accordance with Article 7.7 of this PART and the terms of the preceding paragraphs. The Market Operator shall enter in the trading system the Credit Limit transmitted to it by ATHEXCLEAR and constantly monitored by the latter during the session.

#### **7.8.2. Position Limit**

1. ATHEXCLEAR may set a Position Limit per class of Derivatives or securities lending products per Clearing Account and/or Clearing Member, as well as for the Market as a whole.
2. The Position Limits applicable each time shall be set by decision of ATHEXCLEAR establishing the method for their calculation and any other necessary implementation condition.
3. In the case of violation of the Position Limit, the Clearing Member shall close or split it to more Clearing Accounts based on the decisions and guidelines of ATHEXCLEAR.

#### **7.9. Calculation of rights and claims for settlement**

1. ATHEXCLEAR shall calculate on a daily basis by Position Account and Settlement Clearing the cash claims and obligations of Clearing Members to be settled, as they result from the transactions and positions they keep on the basis of the characteristics of Derivatives and securities lending products, as appropriate.
2. To calculate the above cash claims and obligations per settlement day, ATHEXCLEAR shall consider:
  - a) any claims to pay prices or other cash claims and obligations arising from the completion of transactions;
  - b) positions, netted or otherwise, in accordance with this Rulebook;

- c) the exercising of any rights arising out of such transactions and positions;
  - d) the clearing prices, as determined by ATHEXCLEAR.
3. Without prejudice to the provisions relating to the procedure for delivery upon payment specified in SECTION III, ATHEXCLEAR shall net:
  - a) by Clearing Account the cash claims and obligations to be settled, if they fall due on the same settlement day; and
  - b) by Clearing Member, the cash claims and obligations resulting after the netting of the preceding paragraph.
4. Each Clearing Member shall fulfill its obligations towards ATHEXCLEAR and collect its corresponding claims as they arise from the cash settlement as provided for in PART 2 of SECTION III.
5. All manner of obligations arising out of the cash settlement must be fulfilled by Clearing Members within the time limit set by decision of ATHEXCLEAR before the commencement of the session of the settlement day as stipulated in each case.

## **7.10. Exercise of Rights**

### **7.10.1. Exercise of Options**

1. The exercise of options may arise either due to the receipt by ATHEXCLEAR of a declaration of exercise or automatically at maturity.
2. The declaration of exercise must be made by the Clearing Member managing the relevant Position Account.
3. The Clearing Member shall electronically transmit the declaration to ATHEXCLEAR through the System. No other means of communication shall apply for ATHEXCLEAR and produce any effect even if ATHEXCLEAR has taken cognizance of the declaration so communicated.
4. Options shall be exercised from the start of the session and until such time limit as shall be set by ATHEXCLEAR and shall be freely revocable until the expiry of such time limit.
5. ATHEXCLEAR shall be entitled cause to exercise an option without the declaration of exercise of the Clearing Member acting on behalf of the beneficiary in terms of options that do not entail the delivery of the underlying security and where in its opinion the exercise of the option generates for the beneficiary the requirement to collect value. In any other case, and if the Clearing Member acting on behalf of the beneficiary communicates to ATHEXCLEAR that it does not wish that ATHEXCLEAR have its option automatically exercised, the exercise of the option shall only be done by declaration of the beneficiary Clearing Member.
6. In case exercise of options, ATHEXCLEAR shall be entitled to randomly select, using a method of its choice, Clearing Member Clearing Account against which it shall in its turn exercise the option.

### **7.10.2. Exercise of rights on securities lending products**

ATHEXCLEAR determines the procedures for exercising rights on securities lending products in accordance with the Market Rulebook and its procedures.

### 7.11. Adjustment of positions due to corporate actions

1. ATHEXCLEAR shall adjust accordingly the rights and obligations arising from the clearing of transactions, subject to the occurrence corporate actions or other events that change any of the characteristics of the underlying securities.
2. ATHEXCLEAR shall make such adjustments in accordance with the adjustment methods provided for in the characteristics of admission of Derivatives and securities lending products, as appropriate. Such methods shall be determined by the relevant resolutions of the ATHEXCLEAR Board.
3. ATHEXCLEAR shall communicate to Clearing Members the above adjustments no later than the day on which they take place.

### 7.12. Announcement of clearing results

ATHEXCLEAR shall communicate to the Clearing Members the clearing results after each session on the same day, within such planned schedules it shall establish pursuant to its procedures.

### 7.13. Settlement transfer

1. The provisions of this article shall be in force following ATHEXCLEAR's decision, by virtue of which specific terms and technical details may be set out.
2. This Article shall only apply to cases of delivery of Securities at maturity or exercise of rights on Derivatives settled by physical delivery.
3. When settlement of a trade is to be performed by another Participant and not by the Clearing Member that clears it, the Clearing Member shall transfer it in accordance with the following terms and procedures of ATHEXCLEAR.
4. Under settlement transfer, the Clearing Member transfers and the Participant correspondingly undertakes the settlement of claims and liabilities arising from the respective trades. Settlement transfer does not remove the responsibility of the Clearing Member to ensure proper fulfillment of the obligations arising from the transferred trade, in cases where they are not fulfilled by the Participant to which it was transferred.
5. The following procedure shall be followed for the transfer:
  - a) the transfer is carried out after the finalisation of positions and in every case according to the timetable set for this purpose by ATHEXCLEAR. For the transfer to be accepted, the Participant to which it is made must have access to the Securities Account through which the Securities are held on behalf of the beneficiary of the transferred trade;<sup>73</sup>
  - b) the revocation of the transfer by the Clearing Member or its acceptance by the Participant shall be allowed under the following conditions:

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<sup>73</sup> Subparagraph a) of par. 5, article 7.13 was replaced as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXCLEAR with effect as of 01.02.2022.

- (i) if the transferred trade results in an obligation to deliver Securities, the revocation of its transfer or acceptance shall be accepted by the System only if the Participant has not made available the Securities to be delivered for settlement through declaration of a Securities Settlement Account.
- (ii) If the transferred trade gives rise to a cash obligation for payment of the respective consideration, revocation of the transfer or of its acceptance will be accepted by the System only if the Participant has not made available for settlement the relevant amount owed through its Cash Settlement Account;
- c) the Clearing Member is entitled to transfer the trade for settlement to only one Participant each time;
- d) in the case of execution of Intermediary transactions to the beneficiaries under article 7.15 of this PART, transfer is permitted only to the Participant acting as Special Purpose Participant of the relevant Clients Position Account of the Intermediary;
- e) once the Participant has made available for settlement the Securities due or the cash amounts of the trade in accordance with point b), its transfer and acceptance shall be considered irrevocable and the Clearing Member shall be substituted, solely for the needs of settlement of the trade, by the Intermediary in respect of the claims and liabilities arising therefrom;
- f) if the Participant fails to fulfill its settlement obligations in respect of the delivery of Securities or the payment of cash amounts due from the trade that has been transferred, the transfer shall be rendered inoperative, considered void and shall not, with regard to its unfulfilled part, produce any effects for ATHEXClear. In such cases, the Clearing Member that transfers the trade shall bear full responsibility for the obligations arising from the relevant trade, in accordance with the provisions of SECTION IV. In the cases of the preceding paragraph, the Clearing Member may transfer anew the trade to the same or to a different Participant within the time limit set by ATHEXClear.

#### **7.14. Declaration of Securities Settlement Account**

1. For the purposes hereof, declaration of a Securities Settlement Account shall mean the procedure whereby the Clearing Member or, in the case of transfer under article 7.13, the Participant to which transfer is made, declares through the System the Securities Settlement Account of the Share in the DSS, from or to which the Securities corresponding to which the pending trade shall be deducted or added. Such declaration shall take place after any settlement transfers.
2. The Securities Settlement Account is declared either by the Clearing Member that clears the respective transaction or by the Participant to which the trade was transferred for its settlement. The Clearing Member or the Participant, as appropriate, may declare a Securities Settlement Account only for those Securities Settlement Accounts for which they are acting as Participants.
3. For each pending trade, only one Securities Settlement Account may be declared and only time.

4. A Securities Settlement Account must be declared by the Clearing Members or the Participants to which settlement has been transferred by no later than the settlement day and in accordance with the timetable set for this purpose by ATHEXCLEAR.
5. Declaration of a Securities Settlement Account automatically entails the following consequences:
  - a) in the case of delivery, the blocking of the delivered Securities in the declared Securities Settlement Account;
  - b) in the case of receipt, the temporary, without legal effects, entry in the declared Securities Settlement Account of the quantity of received Securities pending settlement.
6. The blocking of the Securities and temporary entry shall remain in effect until completion of the trade settlement.
7. Any cancellation of a Securities Settlement Account declaration shall render such blocking and temporary entry inoperative.
8. The Clearing Member or the Participant to which settlement is transferred may completely cancel the Securities Settlement Account declaration only before commencement of the first settlement cycle of the settlement day of the relevant trade or up to some other deadline set by ATHEXCLEAR. Cancellation of the Securities Settlement Account declaration shall entail the corresponding cancellation of the blocking or temporary entry, as specified in paragraph 5.

### **7.15. Execution of Intermediary transactions in favour of beneficiaries**

This Article shall only apply to cases of delivery of Securities at maturity or exercise of rights on Derivatives settled by physical delivery.

#### **7.15.1. Clients Position Account and Intermediary Account**

1. The Clients Position Account shall be opened by Clearing Members only for an Intermediary. To open a Clients Position Account and fulfill obligations for the physical delivery of Securities, Special Purpose Participants shall open in the System a technical account for each Intermediary, which is linked to the Intermediary Share in the DSS in accordance with point d), par. 6, article 4.1.3 of SECTION II. For the purposes hereof, Special Purpose Participant shall mean an investment firm or credit institution within the meaning of Law 3606/2007 and Directive 2004/39/EC which is a Participant in ATHEXCSD. Clearing Members may also operate as Special Purpose Participants. Special Purpose Participants are not required to have the capacity of Clearing Member.
2. An Intermediary Account does not constitute a Securities Settlement Account. The Intermediary Account is displayed in the DSS as a Provisional Settlement Account, of Intermediary as defined in the ATHEXCSD Rulebook, which is used to facilitate the performance of transactions of the Intermediary to final beneficiaries,

observing as applicable the provisions in force for the Securities Settlement Account.<sup>74</sup>

3. In cases where transactions are carried out in the name of the Intermediary, but executed in the Shares of other beneficiaries, an Intermediary Account must be kept on the responsibility of the Special Purpose Participant in accordance with the data and technical characteristics stipulated by ATHEXClear. The execution of the above transactions is carried out by means of provisional entries in the Intermediary Account.
4. With regard to the settlement procedure and instructions for trades carried out in the name of the Intermediary but executed in the Shares of other beneficiaries, the terms of such instructions shall be implemented in accordance with decisions of ATHEXClear and ATHEXCSD.

### **7.15.2. Use of the Intermediary Account**

1. The Intermediary Account is used for the purpose of declaring the Securities Settlement Account as well as for giving a settlement instruction for the delivery or receipt of Securities from the relevant account to those of the final beneficiaries and vice versa.
2. The settlement instructions for delivery or receipt of Securities pursuant to paragraph 1 are executed before and after each settlement cycle of the trades to be settled which have been carried out in the name of the Intermediary.
3. Securities of the Intermediary Share in the DSS may be transferred under settlement instructions to the Provisional Settlement Account of Intermediary for fulfilment of the relevant obligations for delivery to beneficiaries, either to supplement the amount of Securities due or to fulfil a late delivery obligation to the beneficiaries.
4. For the purpose of settling a trade that has been carried out in the name of the Intermediary through Shares of the beneficiaries, the successive use of more than one Intermediary Account is permitted on the basis of corresponding settlement instructions.
5. In cases where the Provisional Settlement Account of Intermediary at the end of the time period stipulated by ATHEXClear and in any event at the end of the settlement day contains temporary entries of balances of Securities, such Securities shall be automatically transferred, by virtue of instructions to this effect from ATHEXClear to the DSS, to the linked Intermediary Share.<sup>75</sup>

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<sup>74</sup> Par. 1 and 2 of article 7.15.1 were replaced as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXClear with effect as of 01.02.2022.

<sup>75</sup> Article 7.15.2 was replaced as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXClear with effect as of 01.02.2022.

6. The execution of settlement instructions between the Intermediary and beneficiaries is performed in the DSS, on the basis of a relevant list sent from ATHEXClear to ATHEXCSD and the conditions of operation of such instructions shall be applied in accordance with the decisions of ATHEXClear and ATHEXCSD.
7. ATHEXClear does not guarantee the proper fulfillment of the Intermediary's obligations to beneficiaries and vice versa.
8. ATHEXClear may, by its decisions, specify all relevant matters and necessary details in relation to the implementation of the preceding paragraphs.

#### 7.16. Consensual transfer of positions

1. It is permitted to transfer the positions of a Position Account Positioning handled by a Clearing Member to another Clearing Member (consensual transfer of positions) upon the request of the Position Account beneficiary to the Clearing Member that handles the relevant Position Account under the following specific conditions:
  - a) the Clearing Member to which the transfer is made has accepted to undertake positions of the Position Account;
  - b) the consensual transfer shall be communicated to ATHEXClear for approval including the mutual declarations of transfer and undertaking of the Clearing Members involved and such other information as may be requested by ATHEXClear;
  - c) both Clearing Members shall have performed their obligations and adequate collateral must be available in their respective Clearing Accounts;
  - d) the Share in the DSS to which the new Position Account of the Clearing Member to which the transfer shall be made shall be linked for the entry of the transferred positions must be the same as the Share of the Position Account from which the transfer shall be made, unless it is an Intermediary Client's Position Account, in which case it must, by declaration of the Intermediary, be a Share of a beneficiary on behalf of whom the Intermediary acts;
  - e) the transfer must be approved by ATHEXClear which for the purpose granting approval shall check compliance with points (a) to (d).
2. ATHEXClear may refuse to grant approval for the transfer under the preceding paragraph notwithstanding the fulfillment of the conditions laid down therein if it finds that this is necessary to ensure the smooth operation of the clearing. ATHEXClear shall, through the System, communicate to the Clearing Members its decision in relation to the requested transfer and, in the event of refusal, provide a reasoned answer.
3. If the transfer of positions is performed from a Position Account to another Position Account of the same Clearing Member, such transfer shall be effected upon request of such Clearing Member to ATHEXClear, subject to approval by the latter, and the provisions of paragraph 1(c) and (d), respectively, and paragraph 2 shall apply.

### 7.17. Specific terms relating to Physical Settlement Declarations<sup>76</sup>

1. In the case of Derivatives on HEnEx for which provision has been made for Physical Settlement, the relevant procedure is as follows:
  - a) The Clearing Member may submit a Physical Settlement Declaration on behalf of a Participant in the Day-Ahead Market, for each Position Account of the Participant, in a predetermined period per series expiry of the respective Derivative, as specified by its listing characteristics and in accordance with the timeframe set by ATHEXClear by virtue of its relevant decision;
  - b) The minimum required details for the Physical Settlement Declaration are the Position Account held by the Participant, the physical delivery period and the delivery quantity;
  - c) The Physical Settlement Declaration is transmitted by the Clearing Member to ATHEXClear exclusively via the System.
  - d) Acceptance of the Physical Settlement Declaration by the System is subject to the following requirements:
    - (i) the quantity of the physical delivery must be less than or equal to the corresponding quantity of the relevant Derivatives contracts to which it relates;
    - (ii) all the necessary identification details of the Participant for the relevant Position Account must have been registered in the Day-Ahead Market of HEnEx, in order to enable registration in the ETSS of HEnEx, and
    - (iii) the Physical Settlement Declaration must be submitted within the prescribed time limit before the delivery month that is set on the basis of the listing characteristics of the Derivative.
  - e) If, on the basis of the listing characteristics of the Derivatives on HEnEx, trading in the series is permitted during the delivery period, ATHEXClear checks on a daily basis to verify that the quantity of the physical delivery of the aforesaid Declaration is less than or equal to the current open position of the Position Account to which it relates. If this is not the case, the Declaration is automatically modified so that the quantity of the physical delivery is equal to the open position and this modification shall apply until the end of the delivery period.
  - f) ATHEXClear, on a daily basis during the delivery period, forwards to the ETSS of HEnEx, for registration, the Physical Settlement Declarations of Clearing Members which have been accepted by the System.
2. ATHEXClear has no liability or obligation with respect to the completion of the Physical Settlement conducted in accordance with the provisions of the Day-Ahead Market and Intra-Day Market Rulebook.

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<sup>76</sup> A new article – 7.17 – was added as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

3. ATHEXCLEAR may, by virtue of its decision, stipulate any technical or procedural issue relating to the application of the above, particularly – for instance – with regard to the time period during which Physical Settlement Declarations may be submitted, the content of such Declarations, the terms under which they are forwarded for registration in the ETSS of HEnEx, taking into account the ETSS technical requirements as specified by HEnEx.

#### **7.18. Cascade process<sup>77</sup>**

1. ATHEXCLEAR readjusts the positions in Derivatives on HEnEx on the basis of the applicable cascade process as provided in the listing characteristics of the relevant Derivatives.
2. During the cascade process, ATHEXCLEAR calculates the cash obligations and corresponding rights on the basis of the clearing prices of the Derivatives that are expiring and those that result from cascading.

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<sup>77</sup> A new article – 7.18 – was added as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXCLEAR with effect as of 28.2.2020.

## SECTION III. SETTLEMENT OF TRANSACTIONS

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### PART 1. Scope of application

1. Under this SECTION, ATHEXClear shall establish the procedures whereby ATHEXClear shall establish the rights to be settled and the respective obligations that arise from the clearing of transactions.
2. ATHEXClear shall provide, using electronic means, to the ATHEXCSD a list on a daily or extraordinary basis, in accordance with its procedures, for the CSD to conduct the cash settlement of transactions, where applicable, and all transfers and relevant entries in the DSS in accordance with this Rulebook and the ATHEXCSD Rulebook. ATHEXCSD shall perform and enter the settlement instructions of ATHEXClear, according to the file transmitted to it each time, being responsible for making the relevant transfers, on conditions of delivery on payment or delivery without payment, as appropriate, and as specified in this SECTION, and provide to ATHEXClear all necessary data and information relating to the entries it makes and the balances of Accounts and Shares for the purposes of the settlement of the transactions cleared by ATHEXClear.
3. Respectively, ATHEXClear shall provide the information under the preceding paragraph to any other Cash Settlement Agent that has undertaken vis-a-vis ATHEXClear the cash settlement of transactions.
4. In any case, the secrecy provisions of Article 81 of Law 3606/2007 shall not apply in respect of ATHEXClear to the data and information received by ATHEXClear from the ATHEXCSD.
5. The finality of settlement actions and orders under Article 79(3) of Law 3606/2007 shall apply from the completion of the transaction being settled.

### PART 2. Participation in settlement procedures

#### 2.1. General provision

1. Transaction settlement involves the participation of ATHEXCSD, Cash Settlement Agents, ATHEXClear, Clearing Members and Participants, as applicable, in accordance with the provisions of this Rulebook. Unless otherwise expressly stated, for the purposes of this SECTION, Participants shall mean both the Clearing Members and the Participants that take part in settlement under the terms hereof.
2. Settlement is carried out by ATHEXCSD and the respective Cash Settlement Agents on the basis of instructions from ATHEXClear.

## **2.2. Settlement Accounts**

### **2.2.1. Cash Settlement Accounts**

1. For the cash settlement of transactions, each Clearing Member and each Participant taking part in the settlement pursuant to the provisions of this Rulebook must maintain the necessary Cash Settlement Accounts at the Cash Settlement Agents indicated by ATHEXClear or, by way of assignment, also by ATHEXCSD in accordance with their procedures.
2. Cash Settlement Accounts are displayed in the System and/or the DSS, as applicable, showing the cash debit or credit balance which the Clearing Member and the Participant must either pay or receive respectively.
3. Each Clearing Member and each Participant taking part in the settlement must inform ATHEXClear of the number of Cash Settlement Accounts through which it will fulfill its cash obligations relating to settlement, as well as in relation to the payment of fees to ATHEXClear or third parties when responsibility for the collection of such fees has been assigned to ATHEXClear.

### **2.2.2. Securities Settlement Accounts**

1. The settlement of deliveries and receipts involving Securities shall be effected through the Securities Accounts of Shares in the DSS in accordance with the provisions of the ATHEXCSD Rulebook or, if another system is used, in accordance with the rules of such system. Each Securities Account shall be linked to only one Participant, which alone shall have access to and use it in accordance with the specific provisions of the ATHEXCSD Rulebook.
2. For the purposes of this Rulebook, Securities Accounts, which are maintained by each Participant, shall be treated as Securities Settlement Accounts for the settlement of deliveries and receipts involving Securities.<sup>78</sup>

## **2.3. Special provisions on attachment**

1. In the case of attachment (seizure) with regard to the Accounts of Articles 2.2.1 and 2.2.2 of this PART, the provisions of article 78 of Law 3606/2007 shall apply.

## **2.4. Inability to declare cash settlement data**

1. If a Cash Settlement Agent is unable to promptly communicate to ATHEXClear or ATHEXCSD, as applicable, the balances of Cash Settlement Accounts and perform cash settlement, ATHEXClear, upon being informed of the matter by ATHEXCSD, shall act together with the latter to arrange the cash settlement by means of alternative procedures used by ATHEXCSD in emergencies and pursuant to provisions in force. In such a case, the cash settlement may be carried out at another Cash Settlement Agent or through ATHEXCSD or ATHEXClear in accordance with their procedures.

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<sup>78</sup> Article 2.2.2 was replaced as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXClear with effect as of 01.02.2022.

2. When the procedure of the preceding paragraph is applied, Clearing Members or, in the case of settlement transfer, the Participants to which the transfer is made, must pay to ATHEXClear the amounts owed as instructed by ATHEXClear. If a Clearing Member itself or a Participant to which transfer has been made fails to pay the amount due, the Clearing Member shall be deemed in default and subject to application of the relevant provisions of SECTION IV.
3. If the aforesaid inability of the Cash Settlement Agent no longer exists, cash settlement may proceed as normal through such agent in accordance with the relevant instructions of ATHEXCSD and ATHEXClear.

## **PART 3. General principles of settlement**

### **3.1. Settlement in cycles**

1. Transactions are settled on a daily basis for each settlement day in cycles determined on the basis of algorithms and procedures of ATHEXClear and performed by ATHEXCSD and the respective Cash Settlement Agents.
2. Transactions that cannot be settled in a certain cycle of the settlement day, due to non-fulfilment of the settlement conditions that govern them, are automatically transferred each time to the next cycle, pursuant to the conditions governing settlement, by ATHEXCSD and the respective Cash Settlement Agent in accordance with the relevant procedures of ATHEXClear.

### **3.2. Settlement**

1. In cases of Derivative transactions involving the delivery of the underlying Securities, delivery shall be effected within the respective time limit stipulated in the specific characteristics of the Derivative.
2. Unless otherwise provided for in the specific characteristics of the Derivative, the underlying securities shall be delivered with the delivery versus payment (dvp) method.
3. If the Securities to be delivered are monitored by the DSS, delivery may be carried out as follows:
  - a) By ATHEXClear withdrawing the Securities to be delivered from the Securities Account of the party responsible for delivery and transferring them, through the Share maintained by ATHEXClear in the DSS as System Operator, to the respective Account of the beneficiary or by direct transfer from and to the aforesaid Accounts of the party responsible for delivery and the beneficiary respectively. ATHEXCSD shall, upon receiving the relevant instruction from ATHEXClear, conduct settlement on Derivative transactions with the delivery versus payment (dvp) method. In this case, the delivery of the Securities shall be made by ATHEXCSD transferring them from and to the aforesaid Accounts of the party responsible for delivery and the beneficiary, while the settlement of the consideration for the delivery versus payment shall be effected by the respective debiting and crediting of the Cash Settlement Accounts held by the Clearing Members

- and the Participants in accordance with the provisions of this Rulebook and the specific settlement procedures as applicable;
- b) In the case of delivery of Securities in execution of transactions in securities lending products, delivery shall be conducted in accordance with the following specific provisions:
- (i) in the case of an obligation of delivery to ATHEXCLEAR, by ATHEXCLEAR withdrawing the Securities from the Securities Account of the Share of the party responsible for delivery, which is managed by the Clearing Member or the Participant, after they have been identified by the Clearing Member or the Participant as "available in favour of ATHEXCLEAR", and transferring them to the Share of ATHEXCLEAR or, alternatively, by their direct transfer from the Clearing Member to the Share of ATHEXCLEAR;
  - (ii) in the case of a delivery obligation of ATHEXCLEAR, by ATHEXCLEAR transferring the Securities to be delivered to the Securities Account where the Securities are held for the receiving beneficiary, which is managed by its Member;
  - (iii) for the overall monitoring by ATHEXCLEAR of the positions arising from the aforesaid securities lending and borrowing, per transacting party, through the respective Securities Account, ATHEXCSD keeps data in the relevant Accounts of trading investors on the balances of "expected securities" and "securities due", which ATHEXCLEAR may take into account when determining the position of the trading investor lender or borrower for the return by it and delivery to it, respectively, of the underlying securities;<sup>79</sup>
  - (iv) transfers of Securities in fulfilment of the above delivery obligations are carried out through the DSS in accordance with the applicable provisions of the ATHEXCSD Rulebook. To perform the above transfers, ATHEXCLEAR determines electronically through the DSS the quantity and type of Securities to be delivered, the Clearing Members as Participants which are required to make delivery on behalf of investors and the date of the transfer to the DSS;
  - (v) in the case of a securities lending transaction that is concluded and settled to cover a Securities Market transaction on the business day following its settlement day, as defined in the ATHEX Rulebook and in the Rulebook for Clearing Transactions in Book-Entry Securities, the Securities delivered in execution thereof retain all the rights they had on the business day preceding the day of conclusion of the securities lending transaction, in accordance with the data entered by ATHEXCLEAR in the DSS.

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<sup>79</sup> Article 3.2 was replaced as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXCLEAR with effect as of 01.02.2022.

4. If the Securities for delivery are dematerialised securities of the Greek government, delivery may be carried out, as an alternative to the delivery procedure of paragraph 3, in accordance with the following procedure:
  - a) delivery to beneficiaries who have the capacity of agent of the System for Monitoring Transactions in Book-Entry Securities, which is managed by the Bank of Greece, is made to investor accounts in the aforesaid system. In particular, delivery to an investor shall be made directly to the latter's Own Portfolio Account, while delivery to ATHEXClear is made to the investor's Own Portfolio Account for Delivery to ATHEXClear;
  - b) the above transfers of securities shall be performed by ATHEXCSD in its capacity as agent of the System for Monitoring Transactions in Book-Entry Securities on the instruction of ATHEXClear.
5. ATHEXClear shall require Margin to cover the rights and obligations of delivery or receipt of the underlying security as these arise from the day of maturity or exercise of the Derivatives until the day of settlement of the relevant rights and obligations.
6. In the case of deliveries of Securities as the result of Derivatives settled by physical delivery, which are carried out in performance of an Intermediary's transactions to beneficiaries pursuant to the provisions of article 7.15 of SECTION II, the relevant settlement shall be governed, as appropriate, by the provisions of PART 6 of SECTION III of the Rulebook for Clearing Transactions in Book-Entry Securities that is issued by ATHEXClear, and carried out in accordance with applicable provisions as well as with the relevant decisions and procedures relating to such settlement

### 3.3. Technical details

1. Any procedural or technical details concerning the procedures applied by ATHEXClear in relation to the settlement of transactions, as defined in this SECTION, for instance with respect to the schedule of settlements for the System in accordance with this Rulebook, the specifications of the settlement algorithm, number the and duration of settlement cycles shall be determined by ATHEXClear after taking into account the technical specifications and procedures of the DSS.

## SECTION IV. DEFAULT

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### PART 1. Basic Provisions

#### 1.1. Instances of default

1. If a Clearing Member fails to fulfill its obligations towards ATHEXClear in respect of the clearing and settlement of transactions, as these arise per each of its Clearing Accounts and are stipulated in this Rulebook, the Clearing Member shall be deemed in default pursuant to the provisions of this SECTION.<sup>80</sup>
2. A Clearing Member shall be deemed in default in cases that include but are not limited to the following:
  - a) when in the Cash Settlement Account of the Clearing Member or, where applicable hereunder, of the Participant to which settlement has been transferred, the available cash balance is not sufficient to cover any and all financial obligations of the Clearing Member or the Participant respectively, as such obligations are set out in this Rulebook;
  - b) when the Clearing Member or the Participant to which the settlement of transactions, positions and exercises of rights that entail delivery of the underlying Securities, fails to declare a Securities Settlement Account in accordance with the provisions of this Rulebook and the quantity of Securities to be delivered is not available in the relevant DSS Share of the Clearing Member on settlement day, or when the quantity to be delivered is not available in the declared Securities Settlement Account and its aforesaid Share, in accordance also with the specific provisions of point b), paragraph 3;
  - c) when the Clearing Member does not provide the required collateral in favour of ATHEXClear or the contribution in favour of the Default Fund, pursuant to the provisions of this Rulebook;
  - d) in the following cases, which for the purposes hereof are considered in general as cases of a Clearing Member's insolvency and may arise irrespective of whether the Clearing Member has failed to fulfil its clearing and settlement obligations to ATHEXClear:
    - (i) in the event of insolvency proceedings being initiated against a Clearing Member provided that ATHEXClear has been duly informed, in accordance with the provisions of articles 37 of Law 2789/2000;
    - (ii) in the event of the conclusive inability of a Clearing Member, due for instance to its liquidity problems or insolvency, in respect of which the

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<sup>80</sup> Paragraph 1 of article 1.1 was replaced as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

insolvency proceedings of point (i) above have not yet been initiated, provided that ATHEXCLEAR has been informed about such inability by the Competent Authorities or by other means;

(iii) in the event of any other event of which ATHEXCLEAR becomes aware, which in all probability affects the operation of the Clearing Member and renders or is expected to render the fulfillment of its obligations impossible, such as, by way of indication, the revocation by the Competent Authorities of its operating licence or licence to provide services, the dissolution of its business, provided that ATHEXCLEAR has been informed of the relevant event by the Competent Authorities or by other means;

(iv) in the event of a Clearing Member's failure to fulfil its obligations to ATHEXCLEAR for reasons other than the present clearing. Such failure may, by way of indication, relate to the Clearing Member's participation in other systems or markets to which ATHEXCLEAR is linked and may be exposed to risk in the framework of its operation pursuant to applicable provisions.

e) Any reference in this Rulebook to the term 'default' shall also include the cases of insolvency as set out above.

3. Failure to declare or late declaration of the Securities Settlement Account by the Clearing Member or the Participant to which settlement has been transferred, shall have the following effects:

a) In the case of non-declaration by a Clearing Member, ATHEXCLEAR upon commencement of the last settlement cycle on the settlement day shall automatically consider the Clearing Member's Securities Settlement Account of its Share in the DSS to be the declared Securities Settlement Account.

4. In the event of non-declaration by a Clearing Member or the Participant to which settlement has been transferred, on the settlement day up until the time limit stipulated by ATHEXCLEAR for that day, the declaration obligation reverts to the Clearing Member, which must, prior to commencement of the last settlement cycle on the settlement day, declare the Securities Settlement Account of its Share in the DSS or the Securities Settlement Accounts of the respective Shares of beneficiaries, if declaration of Securities Settlement Accounts is required for more than one investor. In every case, ATHEXCLEAR shall upon commencement of the last settlement cycle of the settlement day automatically consider the Securities Settlement Account of the Own Share of the Clearing Member that made the relevant transfer to be the declared Securities Settlement Account. In cases of default, the monies and Securities corresponding to pending and unsettled buys or sells shall remain blocked in the respective Accounts in order for ATHEXCLEAR to carry out the late settlement.

## 1.2. Information

1. Before taking the measures stipulated under article 2.2., par.1, points (a) to (e) of PART 2 of this SECTION for dealing with cases of default, ATHEXCLEAR shall without delay inform the HCMC of the default and provide the particulars of the defaulting

Clearing Member. ATHEXCLEAR shall also keep the HCMC informed regarding any measures taken in each case and the lifting of the default.

2. ATHEXCLEAR shall also promptly inform the Market Operator about a Clearing Member's default, in order for the Market Operator to take the measures foreseen in the Market Rulebook, especially those regarding the prohibition on Market Members that clear their transactions through the Clearing Accounts of the defaulting Clearing Member to enter orders in the Market trading system, with the sole exception of the possibility to conduct close-out transactions for the purpose of fulfilling the outstanding obligations of the defaulter.

## PART 2. Management of Default

### 2.1. General provisions

1. The Clearing Member shall conduct close-out transactions, including securities lending transactions or preagreed securities buy trades to cover its default, as appropriate, and in compliance with any time limits set by ATHEXCLEAR and related instructions. If the Clearing Member is still in default after the expiration of the time limit, ATHEXCLEAR shall take steps in accordance with the following provisions of this PART.
2. Where the default regards the non-fulfillment of obligations to deliver underlying securities, ATHEXCLEAR shall be entitled to convert such non-fulfilled obligations to cash obligations, considering the higher price of the securities to be delivered in the regulated market where such securities are traded as of the day of default.
3. Where the default regards the non-fulfillment on the part of the beneficiary of obligations to take delivery of the underlying securities on the date of receipt of such securities, ATHEXCLEAR shall be entitled to convert its obligations for delivery to cash obligation, considering at least the lower price of the securities to be delivered in the regulated market where such securities are traded as of the day of default.
4. ATHEXCLEAR shall be entitled to convert, wholly or partly, to cash obligations any of its obligations to deliver underlying securities vis-a-vis its counterparties in terms of Derivative if it fails to secure such securities, such failure being due, for instance, to inability to obtain the securities to be delivered through securities lending transactions or through other transactions to cover the relevant defaults of its counterparties.
5. In respect of such conversion of its obligations to cash obligations, ATHEXCLEAR shall take into account of the highest trade price of the securities to be delivered in the regulated market where these are traded as of the day of delivery, plus any compensation, as defined in the specific characteristics of the respective Derivatives.
6. ATHEXCLEAR shall pay under the cash settlement procedure the relevant amounts due, as established above, after having previously set off any counterclaims it may have against its counterparty beneficiaries. Where the above offset results in a cash difference in favour of ATHEXCLEAR, this shall be used to reduce by the respective amount the obligations of such beneficiaries.

7. In each case ATHEXCLEAR shall inform the Clearing Members involved in the default for the conversion of its obligations pursuant to the foregoing provisions as soon as it becomes aware of its above inability to make delivery.

## 2.2. Individual rights of ATHEXCLEAR

1. Without prejudice to ATHEXCLEAR's rights for taking measures against the default Clearing Member, pursuant to Chapter V, if the said Clearing Member fails to perform its clearing and settlement obligations arising from the Securities Settlement Account held by the said Clearing Member and if the default has not been covered under the provisions of article 2.1 of this PART, as CCP and System Operator, and depending on the default, ATHEXCLEAR shall have the following legal rights:
  - a) to carry out close-out transactions to resolve any outstanding matters arising for the settlement from the default in accordance with the provisions of article 2.3 of this PART;
  - b) to implement close-out netting clauses under Law 3301/2004 pursuant to article 2.4 of this PART;
  - c) to make use or realise the collateral as appropriate in accordance with the provisions of article 2.6 of this PART;
  - d) to collect the necessary cash amounts from the relevant Share of the Clearing Member in the Default Fund and/or the corresponding sums from the other Shares where applicable in accordance with the provisions of article 2.5 of this PART;
  - e) to activate the substitution procedure under article 2.7 of this PART.
2. With the exception of close-out transactions performed in accordance with the terms hereof to meet the backlog caused by the default with respect to the Member Clearing Account, the defaulting Clearing Member may not clear new transactions until the lifting of the default and in accordance with the instructions and relevant procedures of ATHEXCLEAR. Similarly, until such time Market Members may not enter orders to conduct transactions in the Market, if such transactions are cleared through the defaulting Clearing Member, also in accordance with the provisions of the Market Rulebook.
3. ATHEXCLEAR shall take all necessary measures for informing the Market Operator and cooperating with him with respect to imposing the prohibition on the Market Members to enter orders, according to the provisions of paragraph 2.
4. If the default relates exclusively to failure to timely provide the required collateral or to make the required contributions to the Default Fund, as provided for herein, in relation to a Clearing Account, ATHEXCLEAR shall work with the Market Operator to ensure, on the one hand, that the Clearing Member does not undertake new transactions for clearing until the relevant default has been lifted, and, on the other, that Market Members do not enter orders to perform transactions in the Market, if such transactions are cleared through the defaulting Clearing Member, in all cases with the exception of close-out transactions.
5. Thirty minutes (30') before the start of the session, if the required monies are not available in a Cash Settlement Account of a Clearing Member, such defaulting

Clearing Member may not clear new transactions until the default has been lifted, and a fee shall be charged to such Clearing Member, regardless if the default is covered by the Clearing Member or ATHEXClear as follows:

6.

For debts		Fee
From	To	
€ 0.01	€ 30,000.00	€ 300
30,000.01	Unlimited	€ 500

7. The above fees shall be doubled if payment of the amounts owed by the Clearing Member is made after the session starts. The fee imposed as above must be paid on the next business day in accordance with the cash settlement procedure, irrespective of whether the relevant obligation has in the meantime been covered.

8. Where obligations to deliver Securities versus payment, arising at maturity of a Derivative or the exercise of a right thereon, are not fulfilled until settlement day, the Clearing Member shall be deemed in default. ATHEXClear shall work with the Market Operator to ensure, on the one hand, that the Clearing Member does not undertake new transactions for clearing until the relevant default has been lifted, if such transactions are cleared through the defaulting Clearing Member, and, on the other, that Market Members do not enter orders to perform transactions in the Market, if such transactions are cleared through the defaulting Clearing Member, in all cases with the exception of close-out transactions. In the event of the aforesaid default of the Clearing Member, a fee shall be charged to the latter, regardless of whether the default is covered by the Clearing Member or ATHEXClear as central counterparty, as follows:

9.

	For debts		FEES	Cumulative Fee
	From	To		
T +4	€ 0.01	€ 60,000	€ 300	€ 300
	€ 60,001	€ 90,000	€ 600	€ 900
	€ 90,001	€ 150,000	€ 900	€ 1,800
	€ 150,001	€ 300,000	€ 1500	€ 3,300
	€ 300,001	€ 450,000	€ 3,000	€ 6,300
	€ 450,001	Unlimited	2% of the trade value	2% of the trade value

10. For a Clearing Member not to be excluded from clearing new transactions under paragraph 5 hereof and for Market Members not to be excluded from entering orders in accordance with the preceding paragraphs, the fee provided for in the table above must have been paid, as appropriate, and the unfulfilled obligation of the Clearing Member must have been met before commencement of the Market session on the business day following the default. In the case of failure to comply with the preceding subparagraph, the exclusion measure shall be immediately enforced. In the case of debt due to non-performance of transactions in another

currency, the debt shall be converted into euro on the basis of the latest available exchange rate (as specified each time by ATHEXCLEAR) on the business day following the default. In the event of exclusion, in order for the Clearing Member to become active again, it must have completely fulfilled all of its above obligations and paid all its debts.

11. In the case of delayed delivery of Securities by a Clearing Member to ATHEXCLEAR in performance of obligations arising from transactions in securities lending products, the Clearing Member shall be charged a fee of three hundred euros (€300) per Security, which must be paid during the cash settlement procedure of the next Market session. In order for a Clearing Member not to be excluded from clearing new transactions and Market Members not to be excluded from entering orders in the trading system in accordance with the provisions of the preceding paragraphs, the unfulfilled obligation of the Clearing Member must have been met before commencement of the Market session. In the event of failure to comply with the preceding paragraph, the exclusion measure shall be immediately enforced. In the event of exclusion, in order for the Clearing Member to become active again, it must have completely fulfilled all of its above obligations and paid all its debts.
12. The charges of the preceding paragraphs shall be applicable regardless of the imposition of cash penalties in accordance with the provisions of article 1.1, SECTION V, and/or cash penalties in accordance with the provisions of Regulation (EU) 2018/1229 and Regulation (EU) 2017/389, on the basis of the provisions of paragraph 13.
13. By virtue of its Decision, ATHEXCLEAR shall determine the procedure for the imposition of cash penalties in accordance with Regulation (EU) 2018/1229 and Regulation (EU) 2017/389, adhering also to the relevant provisions of the ATHEXCSD Rulebook, and shall specify any technical matter and necessary detail pertaining to the calculation, collection and distribution of the aforesaid cash penalties as well as the relevant objection procedure. Non-payment of cash penalties by Clearing Members liable to pay them shall in no way create an obligation on the part of ATHEXCLEAR for their respective payment to beneficiary Clearing Members and/or Participants, as applicable.<sup>81</sup>

### 2.3. Close-out transactions by ATHEXCLEAR

1. Depending on the default, ATHEXCLEAR shall conduct close-out transactions in accordance with the provisions of the following paragraphs.
2. If transactions must be completed in the Market, such transactions shall be completed by such Market Member as shall be selected by ATHEXCLEAR. Such Member shall be selected by ATHEXCLEAR objectively or randomly based on of a list of Members compiled and kept for that purpose by ATHEXCLEAR.

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<sup>81</sup> Article 2.2 was replaced as above by virtue of decision 214/28.01.2022 of the Board of Directors of ATHEXCLEAR with effect as of 01.02.2022.

3. If the default regards the non-fulfillment of a cash settlement obligation by the defaulting Clearing Member due to inadequacy of such Clearing Members Cash Settlement Account, ATHEXCLEAR shall after identifying, following its relevant procedures, the Clearing Account in respect of which the default occurs close or balance the positions of the relevant Account.
4. If the default regards failure to deliver Securities, it shall cover such default through securities lending transaction or through a block trade for the purchase of Securities.
5. ATHEXCLEAR may also carry out over-the-counter close-out transactions in accordance with the provisions of article 79 of Law 3606/2007, including, in particular, and depending on the default, Securities borrowing transactions or reverse repurchase agreements to meet obligations of delivery of Securities arising from the default, and/or make use of a credit facility.
6. ATHEXCLEAR may conduct close-out transactions and take all necessary actions and measures for managing the default with the aim of closing all positions of the Clearing Member with regard to the System.<sup>82</sup>

#### 2.4. Close-out netting

1. ATHEXCLEAR may, in the case of default of a Clearing Member in respect of such Member's clearing and settlement obligations arising from a Clearing Account, proceed to a close-out netting pursuant to Law 3301/2004 against the Clearing Member with respect to such so resulting obligations, as specifically provided for in the following subparagraphs. Close-out netting is applied also in the case of a Clients Clearing Account that has been flagged as not subject to netting in accordance with par. 4, article 4.1.1 of Section II.<sup>83</sup>
2. When close-out netting is performed:
  - a) rights of every nature, or obligations of the defaulting Clearing Member arising from the relevant Clearing Account or ATHEXCLEAR's respective obligations payable to him, are established due and payable even if they are not yet due and are expressed as a payment obligation amount in Euros that represents, based on the valuation carried out by ATHEXCLEAR, the current value or expires, automatically or conclusion of a cover transaction and is replaced by an obligation to pay such amount and/or
  - b) The obligations of the Clearing Member in default resulting from the relevant Clearing Account towards ATHEXCLEAR are calculated and vice-versa and the party owing the larger net amount pays to the other party the sum equal to the difference of the obligations.

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<sup>82</sup> Paragraph 6 of article 2.4 was amended as above by virtue of decision 259/31.3.2025 of the Board of Directors of ATHEXCLEAR.

<sup>83</sup> The second sentence of subparagraph 1, article 2.4 was added as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXCLEAR.

## 2.5. Loss calculation and coverage method

1. The loss per Clearing Account of the defaulting Clearing Member shall be calculated on the basis of the prices and exchange rates with which ATHEXCLEAR performed the close-out transactions of article 2.3 2.3 of this PART in order to close the positions of the Clearing Account.
2. ATHEXCLEAR shall cover the loss per Clearing Account as follows:
  - a) the loss arising in connection with the Clearing Account in default is covered by the collateral that has been provided in favour of ATHEXCLEAR for that Clearing Account;
  - b) if the default relates to a Clients Clearing Account or a Client Clearing Account and the collateral of the relevant Clearing Account does not suffice to cover the loss of point a), ATHEXCLEAR shall, for the purpose of covering the remaining portion of the loss, use any excess collateral of the Clearing Member's Own Clearing Account, as such excess collateral stands after covering the loss arising from the respective Own Clearing Account;
  - c) If the collateral of instances (a) and (b) is insufficient, ATHEXCLEAR shall, for the purpose of covering the remaining portion of the loss, use the Default Fund share of the defaulting Clearing Member;
  - d) If the contribution of point c) is insufficient, ATHEXCLEAR may for the purpose of covering the remaining portion of the loss, use any remaining collaterals and/or shares in another Default Fund managed by ATHEXCLEAR and held by the defaulting Clearing Member in favor of ATHEXCLEAR, outside the scope of this Regulation.<sup>84</sup>
  - e) If the collaterals and the share referred to in point (d) are insufficient, ATHEXCLEAR shall, to cover the remaining part of the loss, use its Dedicated Recovery Own Resources.<sup>85</sup>
  - f) If the Dedicated Own Resources of point d) are not sufficient, the remaining portion of the loss shall be covered by the other Default Fund shares pro rata, based on their percentage of participation in the Default Fund prior to its activation to cover the particular loss;
  - g) If the other shares referred to in point (f) are insufficient, the remaining part of the loss shall be covered in accordance with the provisions of Part 1 of Section V.<sup>86</sup>
3. Minimum Dedicated Own Resources shall be examined on a yearly basis. ATHEXCLEAR shall immediately inform the HCMC if the amount of Dedicated Own Resources held falls below the amount required under Article 35 of Regulation (EU) No 153/2013, listing the reasons for the breach and a comprehensive description in writing of the measures and the timetable for the replenishment of such amount.

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<sup>84</sup> Point (d) of paragraph 2 of article 2.5 was amended as above by virtue of decision 259/31.3.2025 of the Board of Directors Decision of ATHEXCLEAR.

<sup>85</sup> New point (e) was added to paragraph 2 of article 2.5 as above by virtue of decision 259/31.3.2025 of the Board of Directors Decision of ATHEXCLEAR.

<sup>86</sup> Point (g) of paragraph 2 of article 2.5 was amended as above by virtue of decision 259/31.3.2025 of the Board of Directors Decision of ATHEXCLEAR.

Where a subsequent default of one or more clearing members occurs before ATHEXCLEAR has reinstated the Dedicated Own Resources, only the residual amount of the allocated Dedicated Own Resources shall be used for the purpose of this Article. ATHEXCLEAR shall reinstate Dedicated Own Resources at the latest within one month from the above notice.

4. In covering the loss caused by the default, ATHEXCLEAR comes to possess securities whose trading has been suspended, for the purpose of calculating the loss incurred by ATHEXCLEAR to its satisfaction in accordance with paragraph 1, the Securities whose trading is suspended on any grounds shall be valued at zero.
5. The loss coverage procedure under the previous paragraphs shall not prejudice the right of ATHEXCLEAR to require the satisfaction of its claims against the defaulting Clearing Member, especially when its Dedicated Own Resources and Dedicated Recovery Own Resources<sup>87</sup>, in accordance with paragraph 2, are used. Default interest shall be computed on the amount of the relevant debt of the defaulting Clearing Member to ATHEXCLEAR as from the day of disbursement.

## 2.6. Use or sale of collateral

1. To meet its requirements to cover the loss caused from the default, ATHEXCLEAR shall use or proceed to the realization, as appropriate, of the collateral provided by the defaulting Clearing Member as follows:
  - a) It shall collect or make use of the amounts due out of the collateral deposited in its favour in the relevant account;
  - b) It proceeds with the forced sale of the Securities received as collateral as follows:
    - (i) from the list of Members it keeps, it shall select, in an objective or random manner, one Member and assign to it the sale, which may be conducted through the Market on which the relevant Securities are traded or off-market in accordance with the procedures of ATHEXCLEAR;<sup>88</sup>
    - (ii) if it is the case of dematerialised government securities, the realisation may also be made through the Electronic Market of Trading Dematerialised Securities (HDAT) of the Bank of Greece. In this case, ATHEXCLEAR shall select, objectively or randomly, from the relevant list it keeps, the participant (trader) in such Market who will make the realisation and instruct him to make the latter. The realisation shall in any case be done at the current trading prices of the security in the relevant market;
    - (iii) if the securities it has received as collateral are due and payable, it shall collect those securities in its own name;

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<sup>87</sup> Paragraph 5 of article 2.5 was amended as above by virtue of decision 259/31.3.2025 of the Board of Directors Decision of ATHEXCLEAR.

<sup>88</sup> Point (i) of instance b), subparagraph 1, article 2.6 was replaced as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXCLEAR.

- (iv) if the collateral has been provided under a title transfer financial collateral arrangement, it shall offset the value of such instruments to meet its claims based on such valuation method it shall establish or charge the relevant amounts to the discharge of its own obligations towards the Clearing Member in default.
  - c) It proceeds with the realisation of all foreign currency received as collateral.
- 2. ATHEXCLEAR shall choose, at its discretion, from such so provided collateral the ones that it shall realize or collect to easily satisfy its claims in order to cover the loss from the default. The proceeds of the realization in accordance with paragraph 1 shall be applied towards meeting, by priority, expenses, interest and capital. ATHEXCLEAR shall withhold the amount needed to meet its claims as per the above and credit any balance to the person that has been declared for the relevant Clearing Account as being responsible for its collection.<sup>89</sup>

## 2.7. Administrator substitution

1. ATHEXCLEAR shall substitute, in terms of the responsibility for the management of the Clients Clearing Accounts or the Client Clearing Accounts of the defaulting Clearing Member by another Clearing Member, inclusive of the transfer of the respective collateral, pursuant to article 48 of Regulation (EU) No 648/2012 and Commission Delegated Regulation (EU) 2017/2154, in accordance with the specific terms below.
2. Substitute Clearing Member shall mean the Clearing Member that undertakes the obligations of the respective Clearing Account provided it has entered into a contractual agreement in accordance with the provisions of subparagraph 3 and the relevant agreement has been communicated to ATHEXCLEAR in accordance with its procedures by no later than the day of default within the time limit set by ATHEXCLEAR for this purpose.
3. The substitute Clearing Member agreement is concluded as follows:
  - a) In the case of a Direct Clients Clearing Account, the agreement is concluded directly with the clients of the Clearing Member in default.
  - b) In the case of an Indirect Clients Clearing Account for which the Clearing Member is responsible in accordance with par. 4 (b) of article 4.1.1, the agreement is concluded directly with the Clients of the Clearing Member in default. In the case of an Indirect Clients Clearing Account for which in accordance with par. 4 (b) of article 4.1.1 the Client of the Clearing Member in the sense of Commission Delegated Regulation (EU) 2017/2154 is responsible, the agreement is concluded directly with the Client.
  - c) In the case of a Client Clearing Account, the agreement is concluded with the Client.
4. If the declaration regarding the substitute Clearing Member has not been promptly communicated to ATHEXCLEAR, the latter shall close the positions of the Clearing

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<sup>89</sup> The final part of subparagraph 2, article 2.6 was replaced as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXCLEAR.

Member in default and exercise its rights in general against such Member in order to address the default without adhering to the terms and conditions on substitution in accordance with the provisions of this Rulebook.<sup>90</sup>

## **2.8 Clearing Member insolvency**

1. In the case of Clearing Member insolvency, the provisions of Article 79 of Law 3606/2007 shall apply.

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<sup>90</sup> Article 2.7 was replaced as above by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXClear.

## SECTION V. RECOVERY AND RESOLUTION OF ATHEXCLEAR<sup>91</sup>

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### PART 1 –Recovery of ATHEXCLEAR

#### 1.1. General Provision

ATHEXCLEAR shall prepare and maintain a Recovery Plan for its clearing services, as defined pursuant to Approval Decision 1/704/22.01.2015 (Government Gazette B 237/17.02.2015) and Decision 871/28.2.2020 (Government Gazette B 1568/24.4.2020) of the Board of Directors of the Hellenic Capital Market Commission, and in accordance with the terms of this Regulation, which constitute critical functions within the meaning of paragraph 27 of Article 2 of Regulation (EU) 2021/23.

The Board of ATHEXCLEAR shall approve the Recovery Plan prior to its submission to the Hellenic Capital Market Commission, considering the relevant opinion of the Risk Committee. If the Board decides not to follow the opinion of the Risk Committee, it shall inform the Hellenic Capital Market Commission, providing justification for its decision.

Within the framework of the Recovery Plan, ATHEXCLEAR is entitled to take recovery measures as provided in Regulation (EU) 2021/23 and the specific provisions of this Part:

- (a) in case of default of a Clearing Member (default event pursuant to paragraph 8 of Article 2 of Regulation (EU) 2021/23), in compliance with the terms of Article 1.2 of this Part,
- (b) in case of a non-default event pursuant to paragraph 9 of Article 2 of Regulation (EU) 2021/23, in compliance with the terms of Article 1.3 of this Part, and
- (c) in case of a combination of the above under points (a) and (b).

#### 1.2. Recovery measures in the event of a Clearing Member default

1. In case of a default of a Clearing Member causing a loss not fully covered by the use of available resources under Article 2.5 of Section IV, ATHEXCLEAR shall use the amount of the Dedicated Recovery Own Resources allocated to the Default Fund under this Regulation, in accordance with the allocation made by ATHEXCLEAR pursuant to applicable law. This allocation is included in ATHEXCLEAR's financial statements and is recalculated during the adjustment of the Default Funds managed by ATHEXCLEAR.
2. If the Dedicated Recovery Own Resources referred to in paragraph 1 are insufficient to cover the remaining part of the loss, ATHEXCLEAR, following a decision of the Recovery Committee under paragraph 1.4.2 and after informing the Hellenic Capital Market Commission in accordance with paragraph 7 of Article 9 of Regulation (EU) 2021/23, shall

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<sup>91</sup> A new SECTION V – SECTION V. RECOVERY AND RESOLUTION OF ATHEXCLEAR was added as above, and the subsequent Sections were renumbered accordingly, by virtue of decision 259/31.3.2025 of the Board of Directors of ATHEXCLEAR.

activate the following specific measures, either alternatively or cumulatively, depending on the case:

- i. it shall Issue a Recovery Cash Call to non-defaulting Clearing Members to make maximum one cash contribution equal to their contribution to the Default Fund as in effect at the time of the Clearing Member's default. Clearing Members are obliged to pay the contribution within the next business day following notification by ATHEXCLEAR of the amounts of the Clearing Members' shares in the Fund for the current calculation period. For all other matters, the procedure for collecting contributions follows the process of payments due to readjustment of shares in the default fund, as described in Article 6.5 of Part 6 of SECTION II of this Regulation.
- ii. it shall issue an invitation for voluntary supplementary cash contributions to non-defaulting Clearing Members for Recovery purposes.
- iii. it shall reduce or set to zero the Variation Margin, consisting of payments made by ATHEXCLEAR to non-defaulting Clearing Members within the framework of monetary settlement procedures as defined under this Regulation.
- iv. it shall take measures to suspend or terminate the membership of the defaulting Clearing Member or of non-defaulting Clearing Members if they do not comply with the Recovery Plan measures, in compliance with the terms of points (e) and (f) of Article 1.1 of SECTION VI.
- v. it shall partially or fully cancel the open positions of non-defaulting Clearing Members to restore the matched portfolio, as well as partially or fully terminate contracts they have entered into related to the clearing service or any category of its assets, and other related agreements.

### 1.3. Recovery measures due to non-default events

1. In case of an event caused by any reason other than the default of a Clearing Member, within the meaning of non-default events under paragraph 9 of Article 2 of Regulation (EU) 2021/23—such as indicatively operational risks affecting the functioning of ATHEXCLEAR—ATHEXCLEAR shall use the total amount of Dedicated Recovery Own Resources it maintains for all Default Funds it manages, in accordance with the regulatory framework governing its operations and applicable law.
2. If ATHEXCLEAR's Dedicated Recovery Own Resources are insufficient, and provided that the loss was caused by the fault of a Clearing Member, to cover the remaining part of the loss, ATHEXCLEAR, following a decision of the Recovery Committee under paragraph 1.4.2 and after notifying the Hellenic Capital Market Commission in accordance with paragraph 7 of Article 9 of Regulation (EU) 2021/23, shall activate, either alternatively or cumulatively depending on the case, measures corresponding to points (i) and (ii) of paragraph 2 of Article 1.2 of this Part.
3. If Dedicated Recovery Own Resources are insufficient, and provided that the loss has not been caused by the fault of any Clearing Member, ATHEXCLEAR shall absorb the losses from its excess own funds. The excess portion of own capital means the difference between own capital, as calculated after the use of Dedicated Recovery Own Resources, and the minimum capital requirements prescribed under applicable law, increased by the Special Own

Resources and the Dedicated Recovery Own Resources. To cover any remaining loss, ATHEXCLEAR, following a decision of the Recovery Committee under paragraph 1.4.2 and after notifying the Hellenic Capital Market Commission in accordance with paragraph 7 of Article 9 of Regulation (EU) 2021/23, shall activate, either alternatively or cumulatively depending on the case, measures corresponding to those under points (i) and (ii) of paragraph 2 of Article 1.2 of this Part.

4. In cases of events under paragraph 1 resulting in the disruption of a critical function of ATHEXCLEAR, and if, due to such events, the completion of clearing processes becomes impossible before the commencement of the next Market trading session, ATHEXCLEAR may, from the time of the commencement of the next Market trading session, take the necessary measures to impose a prohibition on entry of orders by Market Members for the execution of transactions, in coordination with the Market Operator for this purpose. From that time onward, ATHEXCLEAR shall have the right not to accept new transactions for clearing.

#### **1.4. Implementation of recovery measures**

##### **1.4.1. Implementation of recovery measures – Notification procedures**

1. ATHEXCLEAR may specify by its Decision any technical or procedural matter and necessary detail regarding the implementation of the Recovery Plan.
2. ATHEXCLEAR shall implement notification procedures for the Board, the Hellenic Capital Market Commission, Clearing Members, the Market Operator, other connected market infrastructures, as well as other interested parties affected by the implementation of its recovery measures.

##### **1.4.2. Recovery Committee**

1. A permanent committee, referred to as the Recovery Committee, is established. The Recovery Committee is the competent body for recommending to the Board of Directors the activation of the company's Recovery Plan. The Recovery Committee may also act as an executive committee for decision-making related to the coordination and implementation of actions necessary to execute the Recovery Plan.
2. The Recovery Committee is established by Board's Decision, and its operation is governed by Rules of Procedure.

##### **1.4.3. Review, testing, and update of the Recovery Plan**

ATHEXCLEAR shall review, test, and, where appropriate, update the Recovery Plan at least annually, in compliance with the provisions of paragraph 9 of Article 9 of Regulation (EU) 2021/23.

#### **PART 2 – Early Intervention**

##### **2.1. Implementation of recovery measures in the context of early intervention**

If the Hellenic Capital Market Commission undertakes early intervention actions pursuant to Article 18 of Regulation (EU) 2021/23, ATHEXCLEAR shall implement, within a specified time frame, the measures provided in the Recovery Plan under the terms of Part 1, for use in the

application of the resolution measure, following the guidance and instructions of the Hellenic Capital Market Commission.

## **2.2. Transfer of positions of a defaulting Clearing Member**

In the event of the implementation of early intervention actions and following a relevant request by the Hellenic Capital Market Commission, ATHEXCLEAR shall proceed with the transfer of positions of the defaulting Clearing Member. For the transfer, ATHEXCLEAR may apply administrator substitution procedures in compliance with the terms of Article 2.7 of Section IV, as well as related auction procedures, in accordance with the terms of point (ib) of paragraph 1 of Article 18 of Regulation (EU) 2021/23 and the internal paragraph 11 of paragraph 2.4.1 of Section II of the Regulation.

## **PART 3 –Resolution of ATHEXCLEAR**

### **3.1. General Terms**

1. If the measures under Part 1 are insufficient to cover the remaining part of the loss caused by the cases referred to in paragraph 2 of Article 1.1 of this Section, and the resolution conditions under Article 22 of Regulation (EU) 2021/23, as well as the possibility for resolution under Article 15 of the same Regulation are met, ATHEXCLEAR shall implement the Resolution Plan.
2. ATHEXCLEAR shall apply the Resolution Plan in accordance with the guidance and instructions of the Hellenic Capital Market Commission, in compliance with the provisions of Articles 12 et seq. and 21 et seq. of Regulation (EU) 2021/23. Within the framework of implementing the Resolution Plan, ATHEXCLEAR shall apply more specific procedures under this Part, where applicable.

### **3.2. Provision of records and information for resolution planning**

ATHEXCLEAR shall provide the Hellenic Capital Market Commission with detailed records in accordance with the terms and procedures of Articles 2.3 et seq. of Section II, as well as any information necessary for the preparation and implementation of the Resolution Plan, in compliance with Article 13 of Regulation (EU) 2021/23, within any deadlines set by the Hellenic Capital Market Commission.

### **3.3. Reduction of payment amounts**

The Hellenic Capital Market Commission may further reduce the amount of ATHEXCLEAR's payment obligations to Clearing Members, in accordance with Article 30 of Regulation (EU) 2021/23, in addition to the application of the measure under the Recovery Plan pursuant to point (iii) of paragraph 2 of Article 1.2 of Part 1.

### **3.4. Cash Call**

The Hellenic Capital Market Commission may address a recovery cash call for ATHEXCLEAR, requesting non-defaulting Clearing Members to make a cash contribution up to an amount corresponding to twice their contribution to the Default Fund, in accordance with Article 31 of Regulation (EU) 2021/23, in addition to the application of the measure under the Recovery Plan pursuant to point (i) of paragraph 2 of Article 1.2 of this Section.

### **3.5. Amendment of the Recovery Plan**

ATHEXCLEAR shall amend the Recovery Plan in accordance with the guidance and terms of the Hellenic Capital Market Commission, if deemed necessary to remove any obstacles in the implementation of the Resolution Plan, in compliance with Article 16 of Regulation (EU) 2021/23 and Section VIII of this Regulation.

## SECTION VI. MEASURES AGAINST CLEARING MEMBERS

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### PART 1. Types of measures and instances of imposition

#### 1.1. Types of measures

1. ATHEXCLEAR may take the following measures against Clearing Members:
  - a) Written reprimand.
  - b) Imposition of terms or restrictions with regard to the Clearing Member's participation in clearing or settlement transactions, by way of indication, the imposition of obligations requiring the forced closing out of Positions in the case of Clearing Members or the performance of close-out transactions only.
  - c) Prohibition on a Certified Clearer's participation in the clearing of transactions.
  - d) Fines of one hundred (100) to one hundred and fifty thousand (150,000) euros as penalties imposed in the event of culpable non-performance or improper performance or default in respect of the fulfilment of obligations emanating from the provisions hereof. In cases where the closing out of positions for the purpose of resolving a Clearing Member's default results in a monetary difference in favour of such member, ATHEXCLEAR shall set off such difference against the fine imposed as above. The imposition of the aforesaid fines shall be without prejudice to any claim of ATHEXCLEAR for compensation for a loss caused to it by the Clearing Member. It is expressly agreed that the above penalties constitute a sanction imposed also in view of the vital importance of the proper and timely fulfilment of the obligations set forth in the provisions of this Rulebook in order to ensure the smooth functioning of the capital market and therefore to safeguard the legitimate interests of Clearing Members, Participants and investors.
  - e) Suspension of Clearing Member capacity for a period to be determined by ATHEXCLEAR in each case. The suspension shall entail loss of the Clearing Member's right to participate in the clearing and settlement of transactions for such period as the suspension applies. The adoption of the suspension measure does not discharge the Clearing Member from its obligations towards ATHEXCLEAR to pay any amount owed, including but not limited to obligations for the payment of annual subscription fees, commissions and other charges imposed by ATHEXCLEAR on Clearing Members, even if such obligations arise during the period of suspension;
  - f) Deletion of the Clearing Member. Deletion shall entail the immediate loss of Clearing Member capacity. The adoption of the measure of deletion shall render immediately due and payable all claims of ATHEXCLEAR against the Clearing Member, which must proceed to the prompt, complete and proper fulfilment of its obligations as instructed by ATHEXCLEAR. With

regard to the return of collateral and contributions of the Clearing Member's shares, the provisions of par. 4, article 2.6.2, SECTION II of this Rulebook shall apply accordingly.

2. ATHEXCLEAR shall close the positions of a Clearing Member where the latter has not closed or transferred such positions by such time limit as ATHEXCLEAR has set, in the event that in accordance with the previous paragraph and for reasons other than default occurring as provided herein a Clearing Member is suspended or deleted, and provided that the Clearing Member has open positions.
3. Taking measures against Clearing Members shall under no circumstances discharge them from their liability for actions or omissions vis-a-vis ATHEXCLEAR.

## 1.2. Instances of imposition of measures

ATHEXCLEAR shall adopt the measures provided for in the preceding paragraph against Clearing Members in the following cases:

1. Violation by the Clearing Member of the provisions of this Rulebook, in particular:
  - a) When the Clearing Member does not fulfill or inadequately fulfills the conditions required for acquiring the capacity of Clearing Member, indicatively:
    - (i) lack of the required organizational and operational adequacy of the Clearing Member;
    - (ii) decrease of the share capital of the Clearing Member below the minimum threshold required for the acquisition of the capacity;
    - (iii) failure of the employees of the Clearing Member that perform Certified Clearer tasks to satisfy the eligibility criteria;
    - (iv) non-payment or default on the payment of the required subscription and other fees and in general of the debts of the Clearing Member to ATHEXCLEAR;
    - (v) failure to satisfy the conditions of transaction clearing or settlement, as appropriate.
  - b) Non-compliance by the Clearing Member with the technical instructions of ATHEXCLEAR or such technical specifications as are set by ATHEXCLEAR for the use and operation of the Systems used by the Member to participate in the clearing or settlement, as appropriate, of transactions;
  - c) Illegal or unauthorised use or exploitation of the systems used by the Clearing Member in order to participate in the clearing or settlement of transactions;
  - d) Non-compliance on the part of the Clearing Member with regard to ATHEXCLEAR's requirements, from time to time, concerning its participation in the clearing or settlement, e.g., by way of indication:
    - (i) exceeding the limits set for the Clearing Member;
    - (ii) non-payment of the collateral due to ATHEXCLEAR insurance and of the contributions to the Default Fund;

- (iii) inadequate monitoring of Risks arising from the Positions of the Clearing Accounts kept by the Clearing Member;
  - (iv) failure on the part of the Clearing Member to fulfill its obligations or the instructions of ATHEXCLEAR regarding the management of defaults in the Clearing Accounts it keeps or delayed performance of its obligations.
- 2. Submission by the Clearing Member of false or misleading information to ATHEXCLEAR such as for instance in the following cases:
  - a) When submitting the application for acquiring the capacity of Clearing Member;
  - b) When opening or using any Clearing Accounts of the Member in respect of its participation in the clearing or settlement of transactions.
  - c) When submitting data, supporting documents or information requested from the Member by ATHEXCLEAR from time to time.
- 3. Failure of the Clearing Member to comply with the communications, decisions or instructions of ATHEXCLEAR.
- 4. Non-fulfillment or improper fulfillment of the obligations of the Clearing Member arising out of all contracts signed with ATHEXCLEAR including but not limited to the technical contracts and general contracts signed by the Member with the ATHEXCLEAR for connecting to the System, and any other obligation arising out of the commitments undertaken by the Clearing Member vis-a-vis ATHEXCLEAR.
- 5. Actions or omissions of the Clearing Member that harm the reputation and prestige of ATHEXCLEAR or constitute a defamation of the services and activities provided and pursued by ATHEXCLEAR.
- 6. Occurrence of events affecting the operation of the Clearing Member, such as the dissolution of the undertaking or company of the Clearing Member, initiation of insolvency proceedings, such as bankruptcy, compulsory winding-up or reorganization of the undertaking or company of the Clearing Member, revocation of the Clearing Member's authorisation or of its authorisation to provide services.
- 7. Imposing of sanctions on the Clearing Member by the competent authorities.
- 8. ATHEXCLEAR being informed by the competent authorities on the adoption of impose measures against the Clearing Member in order to protect the market and the interests of investors.
- 9. Serious misconduct by the Clearing Member in terms of adhering to legal provisions.

## **PART 2. Procedure for imposition of measures**

### **2.1. Competent bodies**

- 1. The body that is responsible for the enforcement of measures against Clearing Members shall be the Board of Directors of ATHEXCLEAR or such other bodies of ATHEXCLEAR authorised to that end. Prior to the adoption of a measure, ATHEXCLEAR

shall call on representatives of the Clearing Member to hearing before it, either orally or by document, at such time as shall be specified in its relevant notice to the Clearing Member. The hearing procedure may be omitted if ATHEXClear finds necessary the immediate adoption of the measure in order to protect the market and the interests of investors.

2. ATHEXClear shall in the context of the procedure for the imposition of measures against a Member be entitled:
  - a) to request the Clearing Member to submit all data and information deemed necessary for auditing the case under judgment, including the Clearing Member's telephone conversation data, or the data transfer records maintained by the Clearing Member.
  - b) to gain access to all documents held by the Clearing Member and associated with the case in question, and take from it a copy or request the confirmation of data and documents submitted by the Clearing Member by senior executives or statutory bodies of the Clearing Member;
  - c) to request the personal appearance of one or more employees, executives, representatives and management executives of the Clearing Member.
  - d) to carry out in situ audits at the Clearing Member's offices or installations.
  - e) to request the immediate cessation of practices or procedures applied by the Clearing Member when participating in clearing or settlement.
3. ATHEXClear shall adopt measures against the Clearing Member, cumulatively or alternatively, as appropriate, taking into account each time all of the necessary circumstances.
4. The decision to take measures against the Clearing Member shall be communicated to the Clearing Member and a copy thereof shall be filed in the Clearing Member's record kept by the competent departments of ATHEXClear.

## 2.2. Review of decisions

1. A decision of ATHEXClear to take measures against a Clearing Member or an ATHEXClear decision rejecting an application for the acquisition the Member capacity shall be subject to review by the Board of ATHEXClear upon request to that effect by the Clearing Member submitted within a period of five (5) days from the communication of the decision to the Clearing Member.
2. The decision on a review request shall be communicated to the Clearing Member and a copy thereof shall be filed in the Clearing Member's record kept by the competent departments of ATHEXClear.

## 2.3. Enforcement of decisions

1. If the decision to take measures against a Clearing Member becomes final and irrevocable, it shall be enforced by the competent bodies of ATHEXClear. Where a pecuniary penalty is imposed on the Clearing Member, the Clearing Member shall pay the penalty within thirty (30) days from the date on which the relevant decision became final and irrevocable.
2. A decision imposing measures shall become final and irrevocable:

- a) After the lapse of the five-day deadline regarding the submission of the application for review by the Clearing Member.
- b) Upon communication of ATHEXCLEAR's decision to the Clearing Member on the request for review of the case.

## 2.4. Notification of decisions

1. Notices to hearing or decisions of ATHEXCLEAR to the Clearing Member shall be communicated by any means of choice of ATHEXCLEAR, even electronic, provided ATHEXCLEAR can easily demonstrate receipt thereof by the Clearing Member.

## PART 3. Provision of Information

### 3.1. Professional secrecy

1. ATHEXCLEAR shall adhere to the professional secrecy with regard to all data and information coming to its knowledge as part of the procedure of adopting measures against a Clearing Member.
2. Provided that ATHEXCLEAR complies with applicable provisions on secrecy, ATHEXCLEAR shall exceptionally provide such data and information to:
  - a) the relevant supervisory authorities or other authorities that have the legal right to access and audit the relevant data, facts and information;
  - b) the Market Operator, and
  - c) any other clearing or settlement body with which ATHEXCLEAR cooperates, provided that such bodies are legally or contractually bound to observe professional secrecy from their cooperation with ATHEXCLEAR.

### 3.2. Notifications

1. ATHEXCLEAR shall in each case inform the HCMC:
  - a) Regarding the imposition of measures against the Clearing Member and shall provide all necessary data and information with regard to the relevant infringements or the reasons for imposing the measure.
  - b) Regarding the removal of a measure, indicatively when there is no reason to maintain it.
2. ATHEXCLEAR may disclose by any suitable means of its choice the enforcement and lifting of measures against a Clearing Member.

## SECTION VII. CHARGES

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### 1.1. ATHEXCLEAR fees for services provided

1. For the clearing of transactions, as these are carried out in accordance with the terms hereof and for providing, in any way or by any means, to Clearing Members, Participants, or Market Members all kinds of services related to the clearing and settlement procedure, provided for either in applicable legislation or in this Rulebook, or in any contracts entered into with ATHEXCLEAR, Clearing Members and Participants, the above persons shall pay to ATHEXCLEAR all manner of fees established by decision of ATHEXCLEAR and posted on such website as shall be designated by it.
2. The amount and method of calculation of the fees of ATHEXCLEAR under the preceding subparagraph, and the terms of their payment, the cancellation or imposition of new fees and charges besides those indicated for illustration purposes in the previous paragraph shall be established by decision of ATHEXCLEAR and shall become effective within five (5) business days from the date of adoption of the relevant decision, unless otherwise specified, as appropriate.
3. All prices and fees connected with the services provided, and changes to all such prices and fees shall be disclosed by ATHEXCLEAR and Clearing Members. They shall disclose the prices and fees of each service provided separately, including discounts and rebates and the conditions to benefit from those reductions. ATHEXCLEAR shall allow its clearing members and, where relevant, their clients separate access to the specific services provided.
4. Payment of the fees of ATHEXCLEAR and all manner of charges shall in any case be made in accordance with the terms laid down in the relevant decision of ATHEXCLEAR.
5. ATHEXCLEAR shall not be required to carry out the entries and actions under this Rulebook, if the fees provided for in this Rulebook and its relevant decisions have not been paid to it in advance.

### 1.2. Subscription fees and other financial obligations to ATHEXCLEAR

1. For Clearing Members and Participants to participate in the clearing and settling of transactions and be provided with the relevant services, Clearing Members and Participants shall pay fully and in cash to ATHEXCLEAR any charge determined by decision of ATHEXCLEAR concerning in particular registration fees, certification fees, annual or periodical subscription fees, fees for connecting to the systems of ATHEXCLEAR, fees for using the technical services of ATHEXCLEAR, costs for software licenses and other charges.
2. In respect of the provision of services certifying the adequacy of knowledge of the clearing systems and procedures of individuals, the fees established in ATHEXCLEAR's decision shall be paid to it.
3. The amount and method of calculation of the registration fees, certification fees, subscription fees, fees of use and cost of licenses of ATHEXCLEAR under subparagraph 1 and 2, and the terms of their payment, the cancellation or

imposition of new charges, subscription and other fees shall be established by decision of ATHEXClear and shall become effective within five (5) business days from the date of adoption of the relevant decision of ATHEXClear, unless otherwise specified, as appropriate.

4. Changes to the subscription and all kinds of fees provided for herein shall be published within the same period in a separate space on the website that ATHEXClear shall designate and communicated to the HCMC, to which a revised list of all fees shall be submitted.
5. Payment of the subscription and all manner of fees provided for herein shall in any case be made in accordance with the terms laid down in the relevant decision of ATHEXClear.
6. The registration fees, subscription fees, connection fees and license costs provided for in paragraphs 1 and 2, if paid by Clearing Members and Participants shall not be refundable in the case of loss of the Clearing Member or Participant capacity, voluntarily or forced, for any reason, including merger.

### **1.3. Charges in favour of third parties**

1. Fees, charges and royalties in general imposed by third parties such as the Greek State, the Market Operator, the ATHEXCSD or such other agencies and authorities related to clearing and settlement activities and which are paid to such beneficiaries after ATHEXClear having deducted such amounts as corresponds to its charges and costs it incurs to collect such fees, charges and royalties, which are allocated to each beneficiary of such fees, charges, and royalties, may be included by ATHEXClear in the fees calculations it performs.
2. ATHEXClear shall by its decision establish the amount that corresponds each time to the costs ATHEXClear incurs in charging fees on the behalf of third parties and the method of calculating such amount, as provided for in the previous paragraph. The same decision shall also establish the way the relevant costs shall be paid, any changes thereto or the cancellation thereof. Unless otherwise specified and depending on each particular case, all such things as shall be established in the aforementioned decision shall be valid for a period of five (5) days from the making of the decision.
3. A complete list of its fees, as are in force, shall be posted on ATHEXClear's website and communicated to the Hellenic Capital Market Commission. Such list of charges shall be so posted and disclosed by such time limit as is established in paragraph 2.

## SECTION VIII. AMENDMENT OF THE RULEBOOK & FINAL PROVISIONS

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### PART 1. Amendment of the Rulebook

#### 1.1. Amendment procedure

1. This Rulebook is amended by Decision ATHEXClear approved by the SEC as to compliance with the relevant provisions, in particular those of Regulation (EU) 648/2012, Law 3606/2007 and the relevant decisions of the HCMC. The amendments approved by the HCMC shall be communicated in accordance with the above applicable provisions, and published together with the new text of the Rulebook on such website as shall be indicated by ATHEXClear and be binding on the parties under the scope of the Rulebook.
2. The amendment of the Rulebook for matters not covered by paragraph 4 shall be decided following consultation with the Rulebook Amendment Committee under Article 1.2 of this PART and, if the issue in question falls within the remit of the Risk Committee of Article 1.3 of this PART, taking into account the opinion of the Risk Committee.
3. The adoption of technical and legal amendments, improvements or corrections of specific provisions of the Rulebook does not require prior consultation.
4. Amendments of legislative or regulatory provisions referred to in this Rulebook or regulate relevant issues or new legislative or regulatory provisions that affect its content, shall also apply to the relations between ATHEXClear and the persons specified in the scope of this Rulebook automatically as they enter into force, without requiring the amendment of the Rulebook. Subsequent amendments to the Rulebook on these grounds shall in these cases be performed solely and exclusively for information purposes and for the purpose of codifying the text of the Rulebook and shall not affect the time of entry into force of such new provisions.

#### 1.2. Rulebook Amendment Committee

1. A Rulebook Amendment Committee shall be setup by decision of ATHEXClear.
2. The committee shall comprise of the following persons: a) one (1) Member is chosen among the persons in charge of ATHEXClear's organizational units, b) one (1) Member is chosen per Market Operator from among the Members of its Board of Directors, c) one (1) Member is chosen among the Members of the ATHEXClear Board, d) two (2) Members are proposed by the Association of Members of the Athens Exchanges (SMEXA), e) one (1) Member is proposed by the Hellenic Fund & Asset Management Association and f) two (2) Members are proposed by the Hellenic Bank Association.
3. The task of the Committee shall be to discuss and recommend to the Board of ATHEXClear amendments to the text of this Rulebook. The Board of ATHEXClear

reserves the right to decide on the amendments or their text at its discretion without being bound by the terms of the recommendation of the Commission, or even without a relevant recommendation.

4. The decision of ATHEXCLEAR under paragraph 1 shall also establish the term in office of the Committee, and any other matter relating to its operation.

### **1.3. Risk Committee**

1. ATHEXCLEAR shall setup A Risk Committee composed of representatives of the Clearing Members, independent members of its Board of Directors and representatives of Clients, where applicable, based on the responsibilities and operating conditions provided for in Article 28 of Regulation (EU) No 648/2012.
2. All markets for which ATHEXCLEAR performs clearing activities may have this Risk Committee.
3. ATHEXCLEAR shall specify each matter relating to the operation of the Risk Committee.

## **PART 2. Final provisions**

### **2.1. Entry into force, repealed and transitional provisions**

1. This Rulebook shall enter into force as of 16 February 2015, unless otherwise specified in the approving decision of the Hellenic Capital Market Commission.

## SECTION IX. Annex

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This Annex, forming an integral part of the Rulebook, shall lay down general and only terms regarding the operation of Derivative contracts and securities lending products under the terms of Article 2.1 of PART 2 of SECTION I and provides the following:

### 1. General provision

Depending on the specific characteristics of Derivatives and securities lending products that are traded on the Markets, the following rights and obligations shall be generated for trading parties.<sup>92</sup>

### 2. Futures contracts

1. The calculation of the rights and obligations on Futures shall be performed in accordance with the following principles:
  - a) As for the day of completion of the transaction, the seller shall owe to the buyer the amount by which the price of completing the transaction is less than the settlement price of the same Derivative, and the buyer shall owe to the seller the amount by which the settlement price of the Derivative is less than the price of completing the transaction.
  - b) As for any other day until (without including) the maturity day of the Derivative, the seller shall owe to the buyer the amount by which the Derivative settlement price of the previous session is less than the settlement price of the same Derivative, and the buyer shall owe to the seller the amount by which the settlement price of the Derivative is less than the Derivative settlement price of the previous session.
  - c) Upon the maturity of the Derivative, the seller shall owe to the buyer the amount by which the settlement price of the previous session of the Derivative is less than the final settlement price of the Derivative, as determined on such date by ATHEXClear by a procedure it chooses per product, based on the current price of the underlying security (final price) and the buyer shall owe to the seller the amount by which the final price of the underlying security of the Derivative is less than the Derivative settlement price of the previous session.
  - d) The settlement price is set by the Market Operator based on a method of its choice and the specific characteristics of the Derivative product. If, upon maturity of a futures contract, provision is made for the delivery of the underlying Security, the relevant provisions of this Rulebook on delivery shall apply.<sup>93</sup>

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<sup>92</sup> Article 1 was replaced as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

<sup>93</sup> Instances c) and d) of article 2 were replaced as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear with effect as of 28.2.2020.

### 3. Options

1. The calculation of the rights and obligations on Options shall be performed in accordance with the following principles:
  - a) The option buyer shall owe to the seller the option price.
  - b) The buyer of the option shall be entitled to exercise that option within a certain time or only on maturity, depending on whether it is an option of U.S. or European type, respectively. The exercise of the option of a Derivative beneficiary shall generate for ATHEXCLEAR the respective obligations and rights.
2. If according to their specific characteristics, options are cleared in cash, the calculation of the rights and obligations arising on maturity or the exercise of options on Derivatives shall be performed as follows:
  - a) the seller of a call shall owe the buyer of the same call an amount equal to any positive difference between the settlement price of the underlying security, as determined each time by ATHEX using a method of its choice, and the exercise price of the option;
  - b) the seller of a put shall owe to the buyer of the same put an amount equal to any positive difference between the exercise price of the option and the last settlement price of the underlying security, as determined each time by ATHEX using a method of its choice.
3. If according to the specific characteristics of the options there is obligation to deliver the underlying securities on maturity or exercise, options shall be cleared as follows:
  - a) the seller of a call option must sell the underlying securities to the buyer of the same call option at a price equal to the exercise price of the option;
  - b) the seller of a put option must buy the underlying securities from the buyer of the put option at a price equal to the exercise price of the option.<sup>94</sup>
4. If, according to the specific characteristics of the options, their exercise entails the acquisition of positions in futures, the resulting obligations and corresponding rights on the futures as well as the relevant operation of the futures are included in the listing characteristics of the Derivative, as specified by the Market Operator.<sup>95</sup>

### 4. Contracts on securities lending products

1. Contracts on securities lending products shall be determined based on their characteristics in the ATHEX Rulebook and the relevant decisions of ATHEX.

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<sup>94</sup> Paragraph 3 of article 3 was replaced as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXCLEAR with effect as of 28.2.2020.

<sup>95</sup> A new paragraph – 4 – was added to article 3 as above by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXCLEAR with effect as of 28.2.2020.

2. ATHEXClear may at any time exercise the rights to return securities against counterparties to the contracts referred to in paragraph 1, as these arise from the open positions on them.
3. Any matter relating to the terms and time limits for exercising rights arising out of Derivatives or securities lending products, as well as any other procedural detail concerning the clearing of the relevant rights, taking into account the specific characteristics of their operation, shall be specified by ATHEXClear in its decisions.

## SECTION X. Annex II<sup>96</sup>

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### 1. 1<sup>st</sup> Amendment

1. The 1<sup>st</sup> amendment of the Rulebook, as adopted at the meeting of 27.11.2017 of the Board of Directors of ATHEXClear, shall come into effect as of 3.1.2018, subject to the approval of the aforesaid amendment by the Hellenic Capital Market Commission.

2. Clients Clearing Accounts existing at the time of entry into force pursuant to par. 1 shall be treated as Direct Clients Clearing Accounts with netting as defined in paragraph 4.1.1 (4), Section II of this Rulebook, as amended, unless the Clearing Member that manages the relevant Clients Clearing Account declares otherwise in accordance with the procedures of ATHEXClear.

### 2. 2<sup>nd</sup> Amendment

1. The 2<sup>nd</sup> amendment of the Rulebook, as adopted at the meeting of the Board of Directors of ATHEXClear on 24.06.2019, shall come into effect in accordance with the provisions of decision 871/28.2.2020 of the Hellenic Capital Market Commission, by virtue of which the aforesaid amendment was approved.<sup>97</sup>

### 3. 3<sup>rd</sup> Amendment

1. The third amendment of the Regulation, as adopted at the 28.01.2022 meeting of the Board of Directors of ATHEXClear, shall apply in accordance with the terms of Hellenic Capital Market Commission Decision 1G/944/31.1.2022, which grants approval of the above amendment.

### 4. 4<sup>th</sup> Amendment

1. The fourth amendment of the Regulation, as adopted at the 259/31.3.2025 meeting of the Board of Directors of ATHEXClear, shall apply in accordance with the terms of Hellenic Capital Market Commission Decision 1083/4.3.2026, which grants approval of the above amendment.<sup>98</sup>

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<sup>96</sup> Section IX with the heading "Annex II" was added after Section VIII of the Rulebook, as above, by virtue of decision 153/27.11.2017 of the Board of Directors of ATHEXClear.

<sup>97</sup> A new article under the heading "2<sup>nd</sup> Amendment" was inserted after article 1, Section IX of the Rulebook, as above, by virtue of decision 173/24.6.2019 of the Board of Directors of ATHEXClear.

<sup>98</sup> A new article 4 titled "Fourth Amendment" was added as above by virtue of decision 259/31.3.2025 of the Board of Directors of ATHEXClear.