

**RESOLUTION 21: "Provision of technology services by ATHEX"**

**ANNEX C**

**Provision of HERMES technology services by ATHEX <sup>1</sup>**

Version 1.3

November 2014

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<sup>1</sup> Annex C of Decision 21 of ATHEX is repealed as above by virtue of decision 207/28.11.2024 of the Stock Markets Steering Committee with effect as of the day following the announcement of the release of the new version of the ERMIS system into production.

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## 1 INTRODUCTION

In the framework of objectives and actions of ATHEX aimed at standardising and upgrading communication with listed companies, the **Hellenic Exchanges Remote MESSaging Services ("H.E.R.M.E.S" or "HERMES")** system has been implemented, which is a system for electronic interconnection and communication between ATHEX and listed companies via the Internet. The aim of the HERMES system is to enable ATHEX to respond more rapidly to the needs of listed companies by minimising bureaucratic procedures and providing fast, reliable and comprehensive information to the investing public.

This text regulates matters pertaining to the provision of HERMES Technology Services to ATHEX listed companies.

The main purpose of this text is to set out:

- a) the terms and general framework governing the provision by ATHEX of the aforesaid technology services,
- b) the conditions that must be met by listed companies in order to use the above technology services.

The content hereof is structured as follows:

- 1) Chapter 2 sets out the definitions and explains key concepts to which reference is made in this text.
- 2) Chapter 3 focuses on the agreement for the provision of HERMES technology services and the obligations emanating from that agreement for both ATHEX and listed companies. Lastly, it refers to the relevant accompanying documents for the provision of the aforesaid technology services.
- 3) Chapter 4 addresses the selection of the technical solution through which listed companies access the services, according to their particular needs.
- 4) Chapter 5 focuses on matters relating to the assistance available to listed companies and the Support services provided.
- 5) Chapter 6 explains key concepts pertaining to the Management & Operation of the technical solution through which listed companies access the technology services provided.
- 6) Chapter 7 covers intellectual and industrial property rights.
- 7) Matters concerning fees and payment method, liability, as well as the duration and termination of relevant contracts (where applicable) for the use of the HERMES system are set out in Chapters 8, 9 and 10 respectively.

8) Lastly, Chapter 11 deals with matters relating to confidential information, subcontractors, applicable law, etc., while the reference documents can be found at the web address <http://www.athexgroup.gr/el/web/guest/hermes>.

## 2 DEFINITIONS

**"HERMES System" (Hellenic Exchanges Remote MESSaging Services):** A two-way electronic communication system between listed companies and Athens Exchange (ATHEX), access to which is permitted only to authorised users having the Special Access Means.

**"System User" or "HERMES User":** The authorised natural person who has been given specific powers to represent the ATHEX listed company on the basis of relevant authorisation documents and who has the "Special Access Means" and a personal email address.

**"Listed Company's System Administrator" or "Administrator":** A System User appointed by the listed company and empowered by it to modify the rights (power of representation) of other System Users.

**"Special Access Means":** Part of the special 'secure digital signature creation device' (smart card), owned by ATHEX, which is issued by a Trust Service Provider (TSP) and used only by the legitimate holder (System User) in accordance with the terms of the relevant contract. The Special Access Means include the 'digital certificates' of the user which are required for the 'advanced electronic signature' of the company's data submitted to ATHEX via the HERMES system.

**"Trust Service Provider (TSP)":** ATHEX or another entity (company, organisation, etc.) with which ATHEX has entered into a contract and which:

- a) verifies the identity of the user,
- b) securely writes individual data for the creation of electronic signatures into the personalised Special Access Means for the user,
- c) provides and publishes electronically a 'qualified certificate' and an 'identity certificate' for the user's electronic signatures, in accordance with Presidential Decree 150/2001, and

matches, publishes and guarantees for each certified user a unique Personal Identification Number (PIN), which is used by the HERMES application and safeguards the identity of the certified user in cases where users share the same name.

**"HERMES Workstation":** Personal Computer (PC), owned by the listed company, which meets the applicable technical specifications and requirements laid down by ATHEX, and accesses the HERMES system via the Internet after installation in it – on the responsibility of the listed company – of the necessary Special Equipment (hardware and software) and User Licences ("HERMES Starter Kit") which are made available by ATHEX.

**"HERMES Starter Kit" or "Special Equipment":** The Special Equipment (hardware and software) and User Licences which are provided by ATHEX to listed companies for the installation, on their responsibility, of a HERMES Workstation in accordance with the relevant instructions of ATHEX.

**"HERMES User Kit"**: Two special envelopes sent by the Trust Service Provider (TSP) to authorized system users. The 1<sup>st</sup> envelope contains the Special Access Means or SmartAccess type smart card for one (1) authorised user of HERMES system services. The 2<sup>nd</sup> envelope contains the secret Personal Identification Number (PIN) and the secret Personal Unblocking Key (PUK) of the entity responsible for the certificates of the authorised user (SmartAccess type smart card of ATHEX).

**"Accompanying Documents"**: All kinds of printed material, procedures (forms, etc.) and documentation which accompany these presents as integral parts and are described in the HERMES II User Manual that is posted on the ATHEX website at <http://www.athexgroup.gr/el/hermes-user-manuals>, and has or will be provided by ATHEX to a Member during the period of effect hereof.

**"Reference Documents"**: All kinds of technical guides and printed specifications, procedures (forms, etc.) and documentation (user manuals, etc.) which accompany these presents and are referred to in the Hermes II Reporting System Forms that are posted on the ATHEX website at <http://www.athexgroup.gr/el/web/guest/hermes-forms>. These documents include, inter alia, all necessary details and specific information (technical instructions, specifications, etc.) to effectively sustain the entire "life cycle" (installation, activation, use, administration/operation, maintenance/upgrading, support, deactivation, de-installation) of the technology services provided to the respective recipients/users.

### **3 TECHNOLOGY SERVICES AGREEMENT**

#### **3.1 Object**

The purpose of this chapter is to describe matters relating to the agreement on the provision of HERMES technology services between ATHEX and listed companies.

The aforesaid agreement regulates specific issues regarding the provision of services for interconnection with the HERMES system, as well as the relevant accompanying documents that are specified in paragraph 3.2.

Lastly, the relevant obligations of interested parties which emanate from the said agreement are described below in paragraphs 3.3 and 3.4.

#### **3.2 Accompanying Documents**

The contractual relationships between ATHEX and System Users which emanate from the Agreement on the provision of services for interconnection with the HERMES system, as well as other matters that are subject to continuous development and modifications aimed at providing an improved and more efficient service to HERMES Users, are adequately documented in the Accompanying Documents of these presents.

The aforesaid Accompanying Documents are the following:

##### **3.2.1 Procedures for the Provision of HERMES Technology Services by ATHEX to Listed Companies**

Reference is made in the Accompanying Documents to the appropriate Reference Documents listed in Annex II of these presents which are available to HERMES Users on the ATHEX website at <https://www.athexgroup.gr/el/web/guest/hermes>.

#### **3.3 Obligations of ATHEX**

ATHEX provides technology services granting access to a Listed Company in accordance with the provisions set out herein on the provision of technology services.

These services consist of the "Access Solution" for HERMES workstations and/or other services if reference is made to these in Supplementary Agreements. ATHEX shall notify the competent administrators when additional services, in the framework hereof, are available and can be used by Listed Companies.

ATHEX may modify the technology services, either by upgrading and optimising the technical environment, or by making changes when these are technically necessary. ATHEX reserves the right to temporarily suspend its technology services during the modification period after first notifying the Listed Companies within a reasonable period prior to implementation of the modifications.

ATHEX shall make every possible effort to provide continuous and uninterrupted technology services to Listed Companies.

ATHEX has the obligation to provide the Listed Companies with technical support services on a daily basis in respect of issues relating to the proper functioning and use of the technology services.

### **3.4 Obligations of Companies and HERMES Users**

Users are prohibited from allowing third parties to access the HERMES system or granting their Special Access Means or access codes, given that the use of these may create electronic signatures that bind them personally (even in other applications).

Moreover, users have the obligation to comply with the terms of the contract and other instructions with regard to the provision of services by the Trust Service Provider (TSP) with which ATHEX cooperates for the operating needs of the HERMES system.

The Listed Companies are obliged to inform ATHEX in good time regarding any changes to the authorised individuals who have access to the system (system users) and any changes to the rights of use granted.

If it is found that the Special Access Means have been stolen or lost, Users must immediately notify ATHEX for their deactivation from the HERMES system in the manner previously stated, as well as the TSP for the revocation of its certificates.

The use of devices or software which interfere or attempt to interfere with the proper functioning of the HERMES system is strictly prohibited.

In addition, listed companies must:

- a) Have the appropriate infrastructure in accordance with technical specifications set by ATHEX, as well as the appropriate personnel or external associates to provide the necessary technical support and ensure uninterrupted operation.
- b) Evaluate and select reliable Internet Service Providers (ISPs).
- c) In the event of changes to the technical specifications of the HERMES system made by ATHEX, adapt to the new requirements within the time limits prescribed.
- d) Check at regular intervals, at the very least during the one-hour period prior to the start of the ATHEX trading session, and up to one hour after it has ended, for new messages received from ATHEX via the HERMES system.
- e) Take steps to ensure that system users are properly trained in matters pertaining to the use of computers, the use of electronic signatures and the use of the HERMES system.

## **4 TECHNICAL SOLUTION FOR A LISTED COMPANY'S ACCESS TO SERVICES**

### **4.1 General**

Access to the HERMES system is permitted only to authorised System Users of the listed company who have the Special Access Means. The Special Access Means (SmartAccess Card) for each System User of the listed company are provided by the Trust Service Provider (TSP) or Certification Authority (CA) with which ATHEX cooperates on the basis of the relevant specifications set by ATHEX for the purpose of using the HERMES system (HERMES User Kit).

System Users of the listed company access the HERMES services of ATHEX by means of the HERMES Workstation.

### **4.2 HERMES Workstation**

For the purposes of configuring a HERMES Workstation, through which System Users acquire access to the HERMES system, ATHEX provides the HERMES Starter Kit.

The HERMES Starter Kit consists of Special Equipment (hardware and software) and User Licences provided by ATHEX to listed companies for the installation, on each company's responsibility, of a HERMES Workstation in accordance with the relevant instructions of ATHEX which are contained in the relevant accompanying documents, and includes the following:

- a) Microsoft SmartCard Base Components
- b) Capicom Signer V 1.5
- c) SmartTrust Personal 3.18
- d) Microsoft Internet Explorer 6.0 SP1

which ATHEX has installed on its website at <http://www.athexgroup.gr/el/hermes-technical-support-services>.

### **4.3 HERMES User Kit**

The HERMES User Kit is provided to users of the listed company, who have been duly authorised by the company's Board of Directors, by the Trust Service Provider (TSP) with which ATHEX cooperates and is sent in two separate special envelopes (HERMES User Kit – 1/2 & HERMES User Kit – 2/2):

The 1<sup>st</sup> envelope contains the Special Access Means or SmartAccess type smart card for the authorised user of the HERMES system services who has been appointed by the company listed on ATHEX. The Special Access Means include the 'digital certificates' of the user which are required for the 'advanced electronic signature' of the company's data submitted to ATHEX via the HERMES system, and are issued by the Trust Service Provider (TSP) with which ATHEX cooperates, in accordance with the relevant current legal framework.

The 2<sup>nd</sup> envelope contains the secret Personal Identification Number (PIN) and the secret Personal Unblocking Key (PUK) of the entity responsible for the certificates of the authorised user (SmartAccess type smart card of ATHEX).

The 'digital certificates' of the user are valid for one year (with possible deviations for administrative reasons up to +1 month) in accordance with the Certification Practice Statement and Certificate Policies of the TSP, while the renewal of certificates of natural persons/subscribers requires the issuance of a new SmartAccess type smart card with the consent of ATHEX to the proposal for the renewal of its subscriber's certificates by the TSP, provided the subscriber too seeks their renewal, for the personalisation of a new Special Access Means and its despatch to the subscriber.

If the holder of the Special Access Means assumes the role of system user at more than one Listed Company in accordance with procedures for designating 'System Users', new Special Access Means are not issued but the Listed Company that has authorised such user must inform ATHEX that he/she is a new "System User" of the company and already a holder of the Special Access Means.

#### **4.4 Choice of technical solution**

##### **4.1.1 Hardware**

Depending on the 'Access Solution' it chooses to use on its premises, the Listed Company must ensure that the Hardware is in compliance with the standards and technical specifications set by ATHEX, as these are set out in the reference documents available on the ATHEX website at <http://www.athexgroup.gr/el/web/guest/hermes-user-manuals>.

##### **4.1.2 Software**

Depending on the 'Access Solution' it chooses to use on its premises, the Listed Company must ensure that the Software is in compliance with the standards and technical specifications set by ATHEX, as these are set out in the reference documents available on the ATHEX website at <http://www.athexgroup.gr/el/web/guest/hermes-user-manuals>.

## **5 SUPPORT FOR LISTED COMPANIES**

### **5.1 Object**

The purpose of this chapter is to set out the terms and conditions under which ATHEX provides support to Listed Companies for the HERMES services and for the relevant technical installations relating thereto.

### **5.2 General Principles**

The HERMES system is intended to operate 24 hours a day, 7 days a week.

When the system becomes inoperable from time to time (due to an Internet outage, power failure, earthquake, disruption of communications, fire, flooding, war, natural disaster or any other event beyond the reasonable control of ATHEX) or for scheduled or unscheduled maintenance, every possible effort will be made to minimise the downtime.

The Support Services relate to the provision of technical assistance and support to HERMES Users and the Listed Company in order to tackle and resolve recurring errors during the everyday use of the Services that are provided by ATHEX and are in compliance with the terms and conditions of the respective rules of use as stipulated in the relevant accompanying documents and reference documents.

ATHEX Support Services to HERMES Users relate to the services provided daily in connection with:

- a) the diagnosis and repair of faults in the HERMES Workstation infrastructure of listed companies,
- b) the diagnosis and repair of malfunctions in the services provided through the HERMES system,
- c) advisory services relating to the proper functioning of the services provided through the HERMES system,
- d) the further development and improvement of applications in order to make best possible use of the advantages afforded by the HERMES system, and
- e) understanding the specifications and technical guidance issued by ATHEX.

Every error must be reported by the Listed Company, whose duly authorised person shall inform the Support mechanism of ATHEX, either by telephone, or by fax, or by email, or via the website of ATHEX (<http://www.athexgroup.gr/el/web/guest/hermes-forms>) by using the "Form for Reporting Problems when Using HERMES" (Form code: Y8-01-040).

Requests relating to problem resolution procedures must be sent in writing to the One-Stop Support Desk of ATHEX by the duly authorised person, administrator or user, depending on the nature of the problem.

On receiving the request from the Listed Company and depending on the nature of the request, the One-Stop Support Desk of ATHEX provides:

- a) support, and/or the solution to the problem, either by telephone or through the use of remote access,
- b) support, and/or the solution to the problem, by means of an on-site visit when this is deemed necessary.

If a temporary solution (workaround) is given, it will be followed by a corrective resolution as soon as this becomes available.

### **5.3 One-Stop Support Desk**

ATHEX operates a One-Stop Support Desk to which System Users of Listed Companies can submit requests relating to malfunctions/technical problems they have encountered when using HERMES services and also be provided with relevant advisory services.

The support services relate only to the provision of technology services that ATHEX provides to Listed Companies.

The support services do not cover:

- a) installations on the Listed Company side which are incompatible with the guidance of ATHEX;
- b) incompatible use of the Services, of "Access Solutions", of Hardware and Software, as this is stipulated in the accompanying documents and reference documents;
- c) non-compliance with rules and technical specifications as these are set out in the accompanying documents and reference documents;
- d) modifications to "Access Solutions" which have not been certified by the competent departments of ATHEX;
- e) problems that have been caused by external factors, such as natural disasters, accidents (fires, flooding, etc.), acts of terrorism.

### **5.4 Support Services**

The Support Services for the technology services provided are described in the accompanying documents and reference documents and include support either by telephone or through the use of remote access.

## **6 MANAGEMENT AND OPERATION OF THE TECHNICAL SOLUTION ENABLING LISTED COMPANIES TO ACCESS THE SERVICES**

The management and operation of the technology services provided, which is the focus hereof, through the HERMES Workstations installed at Listed Companies, is performed by ATHEX, which undertakes the daily checking of the functionality and smooth interaction of the access of Listed Companies to the Production system of HERMES (<http://www.athexgroup.gr/el/hermes-page>).

The Listed Company undertakes the technical support and maintenance of the HERMES Workstations on its premises, in accordance with the relevant accompanying documents.

The management and operation of the technology services is performed by ATHEX, which in this framework undertakes:

- a) the daily checking of the smooth functioning of the technology services;
- b) the detection and repair of malfunctions in the technology services provided, in order to ensure the day-to-day smooth functioning of the technology services.

## **7 INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS**

### **7.1 Property rights and user licences**

The Listed Company acknowledges that all trademarks, trade names, industrial and intellectual property rights used or incorporated in the framework of providing the technology services or in connection with them, are and shall remain the property of ATHEX.

ATHEX is the sole and exclusive beneficiary of the legal interests, rights, effects and information deriving from the operation of the HERMES system.

The "Special Equipment" ("HERMES Starter Kit") and the "Special Access Means" are the property of ATHEX and are made available to the listed company solely and exclusively for the use by the latter of the HERMES services, and moreover they must be returned to ATHEX if the reasons why they were made available no longer apply. Upon receiving the aforesaid equipment, the listed company and system users assume responsibility for its safety and correct operation. In addition, the listed company must inform ATHEX regarding the site (postal address) of installation of the "Special Equipment" and immediately notify ATHEX in the event of any change.

The Listed Company is not entitled to:

- a) sell, authorise the use, transfer rights acquired herefrom, publish, copy, reproduce or in any way make available the products to any third person whatsoever;
- b) cause or permit reverse engineering, decompilation or disassembly of the product or any part of it;
- c) provide services to a third party which could be provided directly by ATHEX.

If the Listed Company becomes aware of any breach of the aforementioned rights of ATHEX by a third party, it undertakes the obligation to notify ATHEX without delay.

### **7.2 Warranties of the Listed Company**

The Listed Company warrants to ATHEX that it has all the necessary authorisations, permits and legal property rights for ATHEX to install and provide the requested technology services.

## **8 FEES AND PAYMENT METHOD**

### **8.1 General**

The use of the technology services provided will be priced by ATHEX in accordance with its pricing policy applicable at any time, based on the relevant resolutions of its Board of Directors.

ATHEX reserves the right to issue additional decisions that modify the cost of the technology services when there are special circumstances.

## **9 LIABILITY**

### **9.1 Specific issues of liability**

Neither party shall be liable to the other for loss or damage caused at any time by or arising directly or indirectly from the use of the services, provided it was not due to wilful misconduct or gross negligence of the parties.

ATHEX is expressly released from liability for any actual or consequential loss and loss of profit which may arise in respect of the use of the services provided, or due to a data leak.

If any of the limitations or provisions concerning the use of technology services provided is declared invalid for any reason whatsoever and ATHEX becomes liable for loss or damage for which in other circumstances the relevant liability would be lawfully excluded, the aforesaid liability of ATHEX may not in any event exceed the actual fee paid by the User for the preceding twelve months.

### **9.2 Force majeure**

Neither party shall be liable to the other for anything that may constitute a breach in respect of the technology services provided but is caused by a force majeure event, and in particular cases that include – but are not limited to – natural phenomena, perils of the air or sea, fires, floods, drought, explosions, sabotage, accidents, embargoes, riots, civil disturbances, power failures, water damage, legislative acts, acts of public authorities, war, strikes, lockouts, boycotts and blockades, as well as the failure or delay of a subcontractor to fulfil its obligations for the aforesaid reasons. The proviso relating to strikes, lockouts, boycotts and blockades shall also apply in cases where the party or its subcontractor adopts or is subject to similar contradictory measures.

## **10 DURATION AND TERMINATION**

### **10.1 Duration**

The technology services provided will commence as of the relevant decision of the Board of Directors of ATHEX.

### **10.2 Suspension**

The technology services provided may be suspended in the following cases:

The Listed Company breaches a term or condition for the provision of the services in question or – from the viewpoint of the Listed Company – ATHEX is unable to restore the services to the reasonable satisfaction of the other party, within a period of thirty (30) days and following written notification specifying the breach.

There is repeated failure on the part of the Listed Company or ATHEX to discharge some obligation.

The Listed Company or ATHEX submits or has submitted an application or has obtained a decision for its dissolution, or has proceeded to liquidation, or is found to be reasonably incapable of settling its debts, or has appointed a liquidator, administrator, trustee or other employee with similar powers for all or part of its tangible assets.

This provision does not prohibit the parties from pursuing other available remedies.

### **10.3 Termination**

Upon termination of the technology services provided, Users or Listed Companies will at their own expense return to ATHEX the "Special Equipment" ("HERMES Starter Kit"), the "Special Access Means" as well as every Document and all copies of Documents provided by ATHEX, or will completely delete all such copies and furnish ATHEX with a written declaration confirming the aforesaid.

## **11 MISCELLANEOUS**

### **11.1 Links**

Links to the HERMES official website from other websites are prohibited.

### **11.2 Confidential information**

All the information, Documents and access codes to which reference is made herein, or in other sensitive information relating to the businesses of either of the parties and which may come into the possession of the other party or of its employee, authorised agent or subcontractor (hereinafter referred to as "Information"), are proprietary in nature and confidential. The parties agree that they will use the Information solely as stipulated in the provisions hereof and that during the course of this Agreement on the provision of technology services, as well as after its expiration or termination, they will not disclose the said information directly or indirectly to a third party, without the prior written consent of the other party.

All hardware and other physical resources received in accordance herewith are and shall remain the property of the providing party, while all the aforesaid Information and copies thereof will be duly returned in response to a written request, or will be destroyed at the option of the owner.

These measures have been taken in order to prevent access to information, for which there is no relevant provision herein. If one of the parties obtains access to information for which there is no agreement in breach of the measures taken, that party agrees not to use the said information for any reason whatsoever and not to disclose it directly or indirectly to a third party.

The recipient party warrants that its employees or agents who use or have access to confidential information shall maintain the confidentiality of such information.

### **11.3 Amendments**

ATHEX reserves the right to amend or vary this text and the relevant accompanying documents in the framework of the continuous development and optimisation of the technology services provided to Users, in accordance with the relevant provisions of the ATHENS Rulebook in force at any time.

Up-to-date versions of the above will be posted on the ATHEX website (<http://www.athexgroup.gr/el/web/guest/hermes>).

### **11.4 Subcontractors**

ATHEX reserves the right to assign to Subcontractors the fulfilment of its obligations emanating from the provision of technology services to Users.

### **11.5 Applicable Law**

The interested parties agree that these presents shall be governed by Greek law.

### **11.6 Arbitration**

The interested parties expressly waive their respective jurisdictions and agree that all disputes which may arise between them (in the framework of their Agreement on the provision of technology services on the basis of this text) and cannot be resolved in an amicable manner will be referred to arbitration in Athens in accordance with the provisions of the Code of Civil Procedure.

## **12 ANNEX I: Procedures for the Provision of HERMES Technology Services by ATHEX to Listed Companies**

### **12.1 Procedures for Determining "System Users"**

#### **12.1.1 Support Material**

##### **12.1.1.1 System user manuals**

1. **HERMES II System User Manual.** This manual is available at the web address <http://www.athexgroup.gr/el/hermesuser-manuals> and contains instructions on the use of the HERMES system.
2. **Useful guidelines for submission via the HERMES System.** This manual is available at the web address <http://www.athexgroup.gr/el/hermes-user-manuals> and contains information on the use of the HERMES system.
3. **Installation Guide for HERMES Starter Kit V1.1 for Windows.** This manual is available at the web address <http://www.athexgroup.gr/el/web/guest/hermes-technical-support-services> and contains instructions for the installation of the necessary software and hardware which enable the user of a listed company to access the HERMES system.
4. **FAQs.** This manual is available at the web address <http://www.athexgroup.gr/el/hermes-user-manuals> and provides answers to frequently asked questions about the HERMES system.

##### **12.1.1.2 Forms/Applications**

1. FORM 1 – Authorisation of the Company's Board of Directors for HERMES Users (Y8-01-010)
2. FORM 2 – Application for Registration/Change of HERMES User (actions: Y8-01-011, Y8-01-013, Y8-01-015, Y8-01-017, Y8-01-019, Y8-01-021)
3. FORM 3 – Application for HERMES Workstation Installation & Recording/Change of Technical Manager Details (Y8-01-023)
4. Certificate of Receipt of the HERMES Starter Kit for configuration of the HERMES Workstation (Y8-01-027)
5. Technical Specifications & Requirements for installation of HERMES Workstation (Y8-01-029)
6. Certificate of Proper Installation of the HERMES Starter Kit (Y8-01-031)
7. Subscriber Application/Agreement for the supply and use of "Smart-Sign Class 1 (double key)" Personal Digital Signature Certificates, submitted to the Trust Service Provider for issuance of the Special Access Means
8. Summary Declaration of Trust Service Provider (TSP) Certification Services
9. User/Recipient Agreement on Digital Certification Services with the TSP

### 12.1.2 Procedure for Determining "System Users"

1. The company receives FORMS 1, 2, 3 and the Subscriber Application/Agreement for the issuance of the Special Access Means for each requested system user either from the Issuer Support Division – MTF or alternatively from the ATHEX website at <http://www.athexgroup.gr/el/web/guest/hermes-forms>.
2. The Board of Directors of each listed company is required:
  - a) to designate at least one or more individuals, who will have access to the HERMES system as system users, one of whom will be designated as "listed company's system administrator", and
  - b) to specify the aforesaid individuals' rights to use the HERMES system (start of process – typing, digital signing and sending of data).
3. For each of the above-mentioned prospective system users, a separate FORM 2 – Application for Registration/Change of HERMES User with action Y8-01-011 is completed with the full details of the respective person.
4. For the provision of the necessary Special Equipment (Software and Hardware) and User Licences ("HERMES Starter Kit") for the installation of a HERMES Workstation and for the designation of a "Technical Manager" and/or any change to the details of the latter, the company is required to send FORM 3 – Application for HERMES Workstation Installation & Recording/Change of Technical Manager Details (Y8-01-023) to ATHEX.
5. Each authorised user undertakes to send, completed and certified by a Public Authority, the "Subscriber Application/Agreement" with the legally certified true copies of his/her police identity card or passport.
6. Forms 1, 2, 3 and the "Subscriber Application/Agreement" completed as above, accompanied by the relevant minutes of the company's Board of Directors designating the HERMES users and specifying their rights, the applicable Government Gazette issue on the company's representation and a certified photocopy of the police identity card or passport of the said users, when required as the case may be, are sent by post to ATHEX at the Issuer Support Division – MTF, marked "HERMES SYSTEM".
7. After receiving and checking completeness of the required supporting documents, the following are sent to the "system administrator" of the Company:
  - a) "Summary Declaration of TSP Certification Services" for each requested system user.
  - b) "User/Recipient Agreement" on Digital Certification Services with the TSP for each requested system user.
  - c) The "Special Equipment" (hardware & software) and user licences ("HERMES Starter Kit") for the installation by the company of HERMES Workstations which has been requested by means of FORM 3.

8. The "system administrator" undertakes to send, completed:
  - a) the "Certificate of Receipt of the HERMES Starter Kit for configuration of the HERMES Workstation" (Y8-01-027) and
  - b) the "Certificate of Proper Installation of the HERMES Starter Kit" (Y8-01-031) following its successful installation in the HERMES Workstation.
9. The Issuer Support Division – MTF, as the Local Submission Authority, provisionally approves the "Subscriber Application/Agreement" and forwards it to the TSP for the issuance of the personal "Special Access Means" of the system user.
10. The TSP approves the "Subscriber Application/Agreement" in accordance with the procedures described and published in the "Digital Repository" of the Provider at the web address <http://www.athexgroup.gr/el/web/guest/digital-certificates-technical-issues> and undertakes to send the "Special Access Means" (HERMES User Kit) to the system user by registered letter.

#### **12.1.3 Role of the listed company's System "Administrator"**

1. One individual per each listed company must assume the role of system administrator, who has the obligation to provide notification by electronic or conventional means regarding:
  - a) the activation/deactivation of users (FORM 2 – action Y8-01-019),
  - b) any change to the contact details of an existing user (FORM 2 – action Y8-01-017), and
  - c) any change to authorisations (rights) granted to them (FORM 2 – action Y8-01-010).
2. The aforesaid notification serves as written notice to ATHEX.
3. If the "Administrator" learns that the Special Access Means of a User have been stolen or lost, he/she must deactivate that User from the HERMES system and immediately follow the procedures for the issuance of new Special Access Means (in cooperation with the User) FORM 2 – action Y8-01-013).
4. In each case of a system user's departure from the company, the "Administrator" must immediately notify ATHEX in writing and take the necessary steps for the deactivation or deletion of the user (FORM 2 – action Y8-01-021), while each user who departs, if he/she does not assume the role of system user at another listed company (FORM 2 – action Y8-01-015) until the expiry of the Special Access Means he/she lawfully holds, must return such means if so requested by ATHEX or destroy them on their expiry date.
5. If the "Administrator" departs the company or is deactivated, the company must immediately notify ATHEX of the fact in writing and immediately designate a new "Administrator" (FORM 1 – action Y8-01-010), otherwise the acts of the former administrator will be deemed valid.
6. In cases where the security of the system may be placed at risk, relevant notification must be sent immediately to ATHEX by the "Administrator" or the company, so that the appropriate measures can be taken.

## 12.2 Support for system users

For any clarification or further information regarding ATHEX procedures in connection with:

- a) determining system users,
- b) technical support for HERMES Workstations,
- c) support when using the HERMES system,
- d) the relevant decisions/resolutions of the ATHEX Board of Directors pertaining to the above,

system users are kindly requested, for matters a), b) and c), to contact the **Issuer Support Division – MTF** by telephone or the email address [companies@athexgroup.gr](mailto:companies@athexgroup.gr), and for issue d), to visit the ATHEX web address <https://www.athexgroup.gr/el/web/guest/hermes>.

For any clarification or further information regarding ATHEX procedures in connection with the issuance and renewal of the "Special Access Means", system users are kindly requested to contact the **Digital Certification Service** or alternatively to visit the ATHEX website <http://www.helex.gr/el/web/guest/digital-certificates> or contact the email address [PKICA-Services@athexgroup.gr](mailto:PKICA-Services@athexgroup.gr).

The current versions of the following aforementioned documents are available on the ATHEX website and specifically at the web address <http://www.athexgroup.gr/el/web/guest/hermes-forms>, unless otherwise stated.

1. FORM 1 – Authorisation of the Company's Board of Directors for HERMES Users (Y8-01-010)
2. FORM 2 – Application for Registration/Change of HERMES User (actions: Y8-01-011, Y8-01-013, Y8-01-015, Y8-01-017, Y8-01-019, Y8-01-021)
3. FORM 3 – Application for HERMES Workstation Installation & Recording/Change of Technical Manager Details (Y8-01-023)
4. Certificate of Receipt of the HERMES Starter Kit for configuration of the HERMES Workstation (Y8-01-027)
5. Technical Specifications & Requirements for installation of HERMES Workstation
6. Form for Reporting Problems when using HERMES (Y8-01-040)
7. Subscriber Application/Agreement for the supply and use of "Smart-Sign Class 1 (double key)" Personal Digital Signature Certificates, submitted to the Trust Service Provider for issuance of the Special Access Means
8. Summary Declaration of Trust Service Provider (TSP) Certification Services (<http://www.athexgroup.gr/el/web/guest/digital-certificates>)
9. User/Recipient Agreement on Digital Certification Services with the TSP (<http://www.athexgroup.gr/el/web/guest/digital-certificates-pki-regulations>)