**AGREEMENT ON THE PROVISION OF ELECTRONIC INFORMATION THROUGH AXIALINE**

## 1. Contracting parties

In Athens, this day, ………………………….., the undersigned (hereinafter referred to as the "contracting parties"), on one hand, the Societe Anonyme having the corporate name "HELLENIC CENTRAL SECURITIES DEPOSITORY " (hereinafter referred to as "HCSD") having its headquarters in Athens, 110 Athinon Ave. duly represented for the signing hereof by …………………. and, on the other hand, the Societe Anonyme having the corporate name …………………….. having its headquarters at ............................................................ duly represented by …………………………….…………………………………………………….., (hereinafter referred to as the "Issuer") and the third parties:

1) …………………………………………………………………………….
2) …………………………………………………………………………
3) …………………………………………………………………………
4) …………………………………………………………………………

employees and agents of the second contracting party (hereinafter referred to as the "Users") have agreed on the following:

## 2. Scope of the Agreement

The object of the Agreement is:

2.1. The description of the **electronic -** over the Internet ("Axialine") - **process for the provision of information** that the Issuers are entitled to receive from HCSD in application of art. 24 of the Dematerialized Securities System Operation Regulation.

2.2. The **determination of the method of payment** of HCSD fee, provisioned in article 40 of the Dematerialized Securities Stock Exchange Transactions Clearing and Settlement Regulation, for the services provided to the Issuer.

2.3. The **terms of use of the access codes**, issued by HCSD to Users, following recommendation of the said persons by the Issuer and in order to acquire "Axialine Information" over the Internet.

2.4. The **terms of use of Axialine** with regard to the reception of Information.

**3. Description of the electronic provision of Information - Method of payment of HCSD fee**

3.1. HCSD avails the Information to the Issuer, rendering it accessible through the Users, on the next business day following completion of the transactions' clearing that correspond to a trading day in ASE, without prejudice to term 5.3 below.

3.2. The Issuer pays to HCSD as a fee for the provision of the above service, the amounts determined at the time, by decision of HCSD Board of Directors.

3.3. In case of non-payment of the above HCSD fee, within an exclusive deadline of fifteen (15) days as of the last business day of the month, which is also the day on which HCSD issues the relevant invoice, HCSD shall have the right to interrupt the provision of "Axialine Information" to the Issuer until the settlement of the entire debt for the electronic Information provision service, in accordance with the provisions of term 6.3 below.

**4. Issuance and usage of access codes**

4.1. Within ten (10) business days as of the date of signature of the present document, the Users shall receive from HCSD offices temporary access codes [PIN], providing the Users with the right to access Axialine. Users are responsible to memorize the strictly personal codes and destroy immediately the sealed sheets of the notification documents.

4.2. The User is responsible, with the joint responsibility of the Issuer, to change upon first use the temporary access code provided, by means of selecting and entering new data forming the new access code; such access code being known only to the related User and the Issuer. The said access code [PIN] shall be used from that point on for the acquisition of Information.

4.3. The usage of access codes [PIN] is equivalent to the signatures of their holders. The Issuer and the User are jointly responsible to preserve the secrecy and confidentiality of such codes and to avoid communicating such access codes to third parties and ensure the non-disclosure thereof, in general.

4.4. HCSD reserves the right to unilaterally deactivate access codes for any reason and issue new ones, provided it has notified the Issuer at least three business days prior to such deactivation. Such notification and issuance of new codes is not mandatory in the event that the deactivation is performed in application of the terms 3.3 and 6.3 herein. Following

reception of the new codes, the Users are required to follow the process defined in term 4.2 herein.

4.5. HCSD must necessarily deactivate the access code, in the event a User performs three unsuccessful attempts to login to the system on the same day, by means of erroneous typing of the access code. In this case, code reactivation is possible through the transmission of a letter/request by the Issuer to HCSD. Following reactivation, there must be necessary compliance with the procedure defined in term 4.2.

4.6. In the event that a User ceases to be employed by the Issuer, or ceases to operate in the related service, the Issuer and the User him/her-self are responsible to promptly notify HCSD, in order to deactivate the code.

## 5. Axialine Terms of Use

5.1. In order for the User to receive Information, he/she must type the access code, deemed necessary for the identification of both the User and the respective Issuer.

5.2. The Issuer acknowledges that the use of access code constitutes evidence of the use of Axialine services by the Issuer, through the User, and particularly, evidence related to the origin of the request for the provision and proof of actual provision of Information from and to the specific Issuer, through the specific User.

5.3. The Issuer and the User, jointly as holders (beneficiaries) of the access code, are responsible and bear all risks for losses incurred to them, HCSD, or any third party emanating from the unauthorized usage by a third party. HCSD shall not be held liable for any costs, damages, or losses incurred to the Issuer, the User or/and any third party, in the event of intervention to HCSD's website, or non-functioning of the system, or in any other case not attributed to intent or gross negligence on HCSD's part.

5.4. The software is the property of HCSD and any copy, imitation or falsification thereof by the User, the Issuer, or third parties constitutes an offense. HCSD reserves the right to seek remedy of any damages that may be suffered.

5.5. HCSD states that it has employed all measures necessary (adequate H/W equipment, software security) in order to ensure and safeguard the security of electronic information provision (Axialine) over the Internet and, in particular, the access of users to Axialine and

the limitation of any cases of illegal usage of Axialine by unauthorized, third parties. Without prejudice to the provisions stipulated in the previous sentence, the Issuer states that it is aware that the transmission of information over the Internet may entail malicious interception or alteration of such Information by unauthorized third parties and further states that it assumes fully and exclusively such risks. The assurance of information and data exchanged through Axialine, both with regard to confidentiality and the usage thereof, shall not be the responsibility of HCSD in any case.

5.6. All contracting parties mutually accept the obligation to preserve the secrecy of confidential information that they, or their agents may become aware of in the context of the Agreement.

5.7. The User assumes the obligation to provide Information solely and exclusively to the Issuer.

The Issuer assumes the obligation to use the Information exclusively for briefing its list of shareholders and to ensure the non-disclosure thereof by itself, the Users, or third parties.

It is expressly agreed that any other use of such information by the Issuer or the User constitutes non-contractual behavior and provides grounds for an obligation to remedy any material or/and consequential loss that may incur to HCSD due to such behavior.

5.8. HCSD is not responsible for damages to any person attributed to information leak in the context of Axialine services.

5.9. The joint responsibility of the User and the Issuer related to any use of Axialine services prior to the termination of the agreement, retains its full effect following such termination.


## 6. Termination of the Agreement

6.1. The present Agreement is agreed to be of indefinite term.

6.2. In the event of violation of any of the terms contained herein by the Issuer or/and the User, particularly in case of violation of terms 3.2 and 3.3 above, HCSD reserves the right to terminate the Agreement.

6.3. In the event of notice of termination, the service provided through the Agreement ceases ipso jure.

6.4. The present Agreement is terminated, ipso jure, in the event of deletion of all securities of the Issuer from ASE.

## 7. General terms

The Agreement is governed by the Hellenic law. Any dispute related to the interpretation, implementation and compliance with the terms contained herein is subject to the jurisdiction of the courts of Athens.

The present Agreement prevails over any prior written or oral communications and agreements between the parties.

Any amendment to the present Agreement shall only be performed in writing between the parties.

Each paragraph contained herein constitutes an individual term. In the event that any term contained herein is rendered void or without effect, for any reason, the validity of the Agreement shall not be affected and all other terms retain their validity, as if such void or ineffective term was not included in the Agreement.

Any concession, provision of deadline, or non enforcement of one or more of the terms contained in the Agreement shall not constitute a waiver, in total or in part of the related right or claim.

### THE CONTRACTING PARTIES

### For HELLENIC CENTRAL SECURITIES DEPOSITORY

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**For the Issuer**                                                        **The Users**