

# RULEBOOK FOR THE OPERATION OF THE RES POWER PURCHASE AGREEMENT (RES-PPA) PLATFORM

Version 1.~~1~~2

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## **Disclaimer**

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## TABLE OF AMENDMENTS

VERSION	DATE	MEETING NO.	DESCRIPTION
1.0	17.10.2024	108 <sup>th</sup>	Approval of the Rulebook for the RES Power Purchase Agreements (RES-PPAs) Platform
1.1	17.06.2025	118 <sup>th</sup>	Modification of the Rulebook for the RES Power Purchase Agreements (RES-PPAs) Platform.
<u>1.2</u>	<u>26.02.2026</u>	<u>127<sup>th</sup></u>	<u>Modification of the Rulebook for the RES Power Purchase Agreements (RES-PPAs) Platform.</u>

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# 1. General provisions

## 1.1 Scope

- 1) The Hellenic Energy Exchange (HEnEx) operates the PPA Platform. HEnEx is responsible for the development and operation of the PPA Platform in a manner that ensures transparent, non-discriminatory access and the provision of services based on equal treatment, as well as the anonymity of Offers and Contracts that may be recorded on the PPA Platform. In this context, HEnEx provides the following services to Participants of the PPA Platform:
  - a. Access services to the PPA Platform.
  - b. Services for submission of Offers and Expression of Interest on the PPA Platform.
  - c. Contract Recording services.
  - d. Information services regarding Offers, Expression of Interest, and other registered data on an anonymous basis or by name, subject to the consent of the interested parties.
  - e. Other related services that may be specified by a Decision.

HEnEx complies with its obligations as the operator of the PPA Platform in accordance with the terms of the Rulebook for the operation of the RES power purchase agreement (RES-PPA) Platform (hereinafter the "Rulebook").

- 2) The Rulebook and its amendments thereof are binding for HEnEx, for the Participants of the PPA Platform, as well as for any other person to whom the Rulebook concerns in accordance with its individual provisions.
- 3) Upon submission of an application to acquire the Participant's status, the applicant adheres to all the provisions of the Rulebook and undertakes the obligations arising therefrom. Wherever in the Rulebook, there are provisions on obligations borne by persons that are not Participants, but are contractually or otherwise associated with them, such as, indicatively, members of the Board of Directors or agent-representatives, shall duly ensure in accordance with any HEnEx instructions the commitment of such persons to the Rulebook's provisions and their obligations arising from the Rulebook. Sufficient knowledge of the Rulebook and compliance with its terms is a self-contained obligation of such persons and it does not release them under any circumstances from their obligations arising from law or imposed by the competent each time authority, as applicable.
- 4) Participants are required to act in good faith, with honesty, transparency, professionalism, and responsibility, in accordance good business practices. Participants must apply the provisions of the Rulebook to support HEnEx in the proper operation of the PPA Platform.
- 5) The provisions of the Rulebook are governed and construed in accordance with Greek law.

- 6) Without prejudice to paragraph (3) of subsection 5.2.1 of the Rulebook, any disputes arising from the application of the Rulebook shall be resolved based on the dispute resolution procedures outlined in section 1.3 of the Rulebook. As obligations based on the Rulebook are considered also the obligations arising from the Decisions issued by HEnEx for the purpose of the Rulebook's application.
- 7) For the interpretation of the provisions of the Rulebook, the terms that appear in capital letters shall have the meanings assigned to them in Chapter 2 of the Rulebook, entitled "Definitions".
- 8) HEnEx shall provide RAEWW (Regulatory Authority for Energy, Waste and Water) with any necessary information requested by RAEWW, concerning the terms of the Rulebook, or any amendments of the Rulebook, as well as any other issue related to the operation of the PPA Platform and the provision of related services to the Participants.

## **1.2 Rulebook - Decisions**

- 1) HEnEx issues the Rulebook to govern all issues concerning the operation of the PPA Platform, the provision of services by HEnEx to the Participants as defined in the Rulebook, and any other issue related to the above. In addition to the Rulebook, HEnEx may issue Decisions for the implementation of the Rulebook, which provide for technical, procedural, and operational issues.
- 2) The competent body for issuing the Rulebook and Decisions is the Board of Directors of HEnEx, while the Board of Directors may delegate its competence to issue all or certain Decisions to another competent body. The above issuance procedures also apply to any amendments to the Rulebook and Decisions.
- 3) The Rulebook, the Decisions, and any amendments thereto are published on HEnEx's website and made available for use (effective date) upon their publication, in compliance with the terms of paragraphs (2) and (3) of section 1.1 of the Rulebook. In case of an amendment to the Rulebook or Decision, the codified text thereof shall be made public, indicating the amendments (with track changes) and the date of the relevant adoption. The amended document includes a specific provision for their entry into force of the amendment, which may coincide with the date of publication or be a later date, as well as transitional provisions where necessary, especially when the amendment creates additional obligations for the Participants. The timeline for the application of the Decisions concerning their effective date may be specified by HEnEx, in particular to address emergency conditions.
- 4) In the event of conflict between the Decisions and the provisions of the Rulebook, the provisions of the latter shall prevail.
- 5) HEnEx may also issue guidelines, technical procedures and manuals.

## **1.3 Dispute resolution and arbitration**

- 1) Without prejudice to the terms hereof the Rulebook regarding the process for monitoring compliance with the Rulebook and the measures against the Participants according to the terms

of subsection 5.2.1, in the event of a dispute, HEnEx and the Participant must first attempt amicable settlement with mutual consultation in accordance with paragraph (2) or by mediation under paragraph (3) of this section, which shall be conducted in accordance with the provisions of the each time applicable legislative framework, if the dispute can be submitted to mediation.

- 2) For the purposes of amicable settlement, the party raising the dispute sends a notice to the other party, mentioning a) the reason for the dispute, and b) a proposal for a future meeting for the amicable settlement of the dispute. The parties convene within twenty (20) working days from the request for a meeting for attempting to resolve the dispute. If no agreement is reached, or if no response is provided within thirty (30) working days from the date of the aforementioned notice for meeting, any of the parties may refer the matter to the respective high-level management, in order for the parties to resolve the dispute in accordance with paragraph (4) of this section. The aforementioned high-level representative of both HEnEx and the Participant, that have the representative powers to resolve the dispute convene within twenty (20) working days from the meeting request for attempting to resolve the dispute.
- 3) For the purpose of the resolution of the dispute with mediation, the parties follow the procedure provided in the relevant applicable legal context, provided that the dispute may be submitted to mediation.
- 4) In case of non-resolution of the dispute with the amicable negotiation procedure established in paragraph (2) or with mediation as outlined in paragraph (3), within twenty (20) working days from the meeting, or within twenty (20) working days from the drafting of minutes by virtue of which failure of mediation is attested respectively, or within another longer time limit that may be agreed, the parties may refer the dispute for arbitration to RAEWW in accordance with the provisions of article 37 of Law 4001/2011 and with the RAEWW Arbitration Rules, or before any other arbitral panel as chosen by the parties or to the competent courts. Greek law shall apply to the settlement of any dispute relating to the interpretation or application of the Rulebook.
- 5) Recourse to mediation or amicable settlement or arbitration, or before the competent courts by virtue of the present section does not entail suspension of the execution of the respective obligations of HEnEx and the Participant as provided by virtue of the Rulebook and the applicable legislation.
- 6) The present section shall also apply after the loss of Participant's status for disputes that refer to the time period during which the Participant held such status.

## 2. Definitions

For the purposes of the application of the Rulebook, the following terms, which may be used either in singular or in plural, have the following meaning:

<b><i>Decision</i></b>	A decision issued by the Board of Directors of HEnEx or another competent body of HEnEx for the implementation of the Rulebook, which provides for technical, procedural and operational issues.
<b><i>Data</i></b>	The data processed by HEnEx, as provided for in section 3.2 of the Rulebook.
<b><i>Bilateral RES power purchase agreement (RES – PPA) or Contract</i></b>	The contract for the purchase of electricity from Renewable Energy Sources (RES) as defined by Law 3468/2006, which is concluded between a Participant acting as the seller and a Participant acting as the buyer, outside the PPA Platform, with or without using the services of Offers submission. This contract may be settled by physical delivery or financial settlement and can be recorded on the PPA Platform in accordance with the terms of the Rulebook.
<b><i>Expression of Interest</i></b>	A Participant’s non-binding expression of interest through the PPA Platform related to an Offer submitted by another Participant, which intends to facilitate communication between the former and the latter for negotiation and the conclusion of a Contract outside the PPA Platform.
<b><i>Hellenic Energy Exchange (or HEnEx)</i></b>	The societe anonyme under the trade name "Hellenic Energy Exchange S.A." and the distinctive title "HEnEx" that operates the PPA Platform and provides relevant services based on the provisions of the Rulebook.
<b><i>Rulebook for the operation of the RES power purchase agreement (RES-PPA) Platform or Rulebook</i></b>	The present Rulebook, issued by the Board of Directors of HEnEx, regulates issues related to the operation of the PPA Platform and the provision of relevant services by HEnEx as specified herein and is published on the HEnEx website.
<b><i>Contract Recording</i></b>	The optional recording of contract data and information in the relevant section of the PPA Platform for the purpose of informing

	the electricity market, in accordance with the terms of the Rulebook.
<b><i>Participants' Registry</i></b>	A register maintained by HEnEx, which includes information deemed necessary for the access to the PPA Platform and usage of the related services provided by HEnEx in accordance with the terms of the Rulebook.
<b><i>Offers Table</i></b>	The table on the PPA Platform where anonymous data and information of the Offers submitted by the Participants are published, and to which each Participant has access.
<b><i>Offers History Table</i></b>	The table on the PPA Platform which contains Offers that have remained published in the Offers Table for a period of at least one (1) calendar day and have subsequently been deleted from it, in accordance with the provisions of the Rulebook.
<b><i>Contracts Table</i></b>	The table on the PPA Platform, which includes anonymous data and information of the Contracts recorded on it and is maintained by HEnEx.
<b><i>PPA (Power Purchase Agreement) Platform</i></b>	The platform operated by HEnEx, which operates as a venue for submission of Offers and Expression of Interest, in accordance with the provisions of the Rulebook.
<b><i>Offer / Offers</i></b>	A non-binding expression of interest for the conclusion of a Contract, submitted anonymously by a Participant and recorded on the PPA Platform in accordance with the terms of the Rulebook.
<b><i>Participant</i></b>	A natural or legal person, as provided in subsection 3.1.2, who acquires access to the PPA Platform and is entitled to use the relevant services provided by HEnEx in accordance with the terms of the Rulebook.

## 3. Access to the PPA Platform

### 3.1 General provisions

#### 3.1.1 Access to the PPA Platform

- 1) Access to the PPA Platform is granted to the Participants and HEnEx.
- 2) The access of the Participants concerns the submission of Offers, the Expression of Interest in Offers, the Recording of Contracts, as well as the data and information made available by HEnEx to the Participants according to the provisions of the Rulebook.
- 3) The access of HEnEx concerns its role as the operator of the PPA Platform and includes carrying out every necessary action related to this role and providing the relevant services in accordance with the terms of the Rulebook.

#### 3.1.2 Participant's status

- 1) The Participant's status can be acquired by the following entities:
  - a. Producers, holders of a Production License or an exemption from obtaining a production licensing;
  - b. Suppliers, holders of a Supply License;
  - c. Traders, holders of a Trading License;
  - d. RES and High Efficiency CHP Producers, holders of RES and CHP Units;
  - e. Aggregators, holders of a respective license,
  - f. Self-Supplying Consumers,
  - g. Final Customers or Consumers as defined in point (xviii) of par. (1) of article 2 of Law 4001/2011,
  - h. Credit institutions ~~and~~
  - i. Investment Services Firms (ISF) and
  - h.j. Legal entities whose business activities include the provision of consulting services.
- 2) The Participant's status is acquired upon authorization by HEnEx granted in accordance with the terms of the Rulebook. The Participant's status grants access to the PPA Platform and the right to use the relevant services provided by HEnEx, as defined in the Rulebook.
- 3) The Participant's status is personal, non-transferable and it cannot be assigned to a third party.

- 4) The procedure followed in the event of a corporate transformation, such as a merger through absorption, which affects the operation of the Participant, is determined by a Decision.

### 3.1.3 Participant Liability

- 1) The Participants shall be liable to HEnEx for the fulfillment of any of their obligations arising from the Rulebook. This responsibility includes every action or omission of the entities that represent them, their assignees, their vicarious, particularly of the persons used for accessing or to whom they allow access to the PPA Platform.
- 2) HEnEx accepts no liability contractual or non-contractual to the Participants, other than for willful misconduct or gross negligence. HEnEx shall take the appropriate measures to prevent operating problems in the systems operated by it and arrange for the earliest possible repair of faults or malfunctions. HEnEx shall not be liable:
  - a. for any losses which may be incurred by Participants or any third party may suffer as a result of events due to Force Majeure, including but not limited to war, strikes, riots, insurrections, civil disturbances, epidemics, pandemics, electrical power failures locally and/or temporarily, shortages of fuel or raw materials, failure, malfunction or crash of communications systems and electronic systems in general, requisitions, fires, floods, transport problems or other causes beyond the reasonable control of HEnEx.
  - b. to compensate any loss incurred by a Participant or any third party, caused by the failure of the operation of the PPA Platform, whether due to the aforementioned force majeure events, even if temporary, or due to the loss of Data contained in the PPA Platform, or due to any fraudulent use of the PPA Platform or the Participant's Data by third parties.
- 3) Failure of Participant to meet its obligations to HEnEx as a result of the enforcement of measures against the Participant by judicial or administrative authorities or irregular performance of the operation of the PPA Platform, due to the enforcement of such measures, shall constitute material grounds for Participant's liability. In order to address the above conditions, the relevant measures are taken against the Participants, pursuant to the provisions of Chapter 5 of the Rulebook.

### 3.1.4 Confidentiality

- 1) HEnEx protects the privacy and confidentiality of all types of data and information recorded on the PPA Platform in accordance with the terms of this subsection.
- 2) The data and information submitted by a candidate entity for acquiring the Participant's status, which has not been made public or which is kept confidential and secret, as well as any other information exchanged between the candidate and HEnEx in the context of acquiring the Participant's status or, after acquiring the status, included in the file maintained by HEnEx for the Participant, are considered confidential, unless the candidate or the Participant, respectively, provides written consent for their disclosure by HEnEx, subject to the specific provisions below.
- 3) HEnEx and any Participant who receives confidential information related to the Rulebook shall safeguard the confidentiality of such information and shall not disclose, report, publish, notify,

transfer, or use, directly or indirectly, the confidential information or any part thereof for purpose other than that for which it was disclosed, unless the cases of paragraphs (4) and (5) apply and in any case subject to the terms of submitting Offers and Expression of Interest, in accordance with the provisions of the Rulebook and especially with subsection 4.2.2 of the Rulebook.

- 4) HEnEx or a Participant may, in the context of exercising its lawful professional duties, disclose to a third party confidential information that has been disclosed to it by a party, without the prior and explicit consent of the respective party, provided that the third party is assuredly bound by equivalent confidentiality obligations as defined in the Rulebook.
- 5) HEnEx or a Participant may disclose the confidential information disclosed to it by a party:
  - a. To the extent explicitly permitted or provided for by the Rulebook, or it is necessary for the smooth operation and achievement of the objectives of the PPA platform,
  - b. to the extent required to comply with applicable national or Union regulations, and
  - c. to the extent ordered by a court, arbitrator, administrative tribunal, or competent authority, or as required by an expert during a procedure in which the recipient is a party.
- 6) Furthermore, the obligations arising from this subsection do not apply:
  - a. If the party receiving the information can prove that, at the time of disclosure, such information was already publicly available,
  - b. If the party receiving the information provides evidence that, from the moment of the disclosure, the information has been lawfully obtained from a third party or has become publicly available,
  - c. to confidential information disclosed, in accordance with legal and regulatory provisions, in an aggregated form from which no informational element concerning a specific Participant can be inferred,
  - d. to information whose publication is explicitly envisaged by the Rulebook and applicable legislation.
- 7) The acquisition of the Participant's status and the exchange of confidential information do not establish any right to patents, knowledge, or any form of intellectual property concerning the information or tools made available or sent by one contracting party to the other under the Rulebook.

## 3.2 Data use

### 3.2.1 HEnEx Data categories

In the context of the operation of the PPA Platform, HEnEx processes the following categories of Data:

- i. Information required for the acquisition and retention of the Participant's status,

- ii. information of authorized users for access to the PPA Platform,
- iii. information regarding the Offers submitted in the Offers Table,
- iv. information regarding the Expression of Interest in Offers,
- v. information regarding the Contracts recorded in the Contracts Table,
- vi. any other data published on the HEnEx website.

### 3.2.2 HEnEx Data rights

- 1) The Participants own the Data of subsection 3.2.1, with the exception of the Data of subsection 3.2.1 point (vi), whose ownership belongs to HEnEx.
- 2) HEnEx may use the Data that does not own in the context and for the needs of the PPA Platform's operation and the provision of services, in accordance with the terms of the Rulebook, subject to the confidentiality terms as defined in the subsection 3.1.4, where applicable.

HEnEx shall take all necessary organizational and procedural measures and develop internally the appropriate control mechanisms to ensure the proper use of the aforementioned Data.

HEnEx makes Data available to the competent authorities or entities, if requested, in accordance with the provisions of law.

- 3) The service providers of HEnEx reserve the right to use the aforementioned Data for any purpose directly related to the operation of the PPA Platform operated by HEnEx, within the context of the Rulebook.
- 4) The use of the above Data by HEnEx and its service providers, as the case may be, is subject to the provisions of business confidentiality.
- 5) HEnEx may disclose to the Participants via the PPA Platform, and/or publish on its website, anonymous data from the aforementioned Data, in real-time or retrospectively, either in aggregated and anonymized form, or separately, as provided in the relevant Decision.

### 3.2.3 Terms of use of Data by the Participants

The Participants in the PPA Platform of HEnEx are not permitted to extract and use any Data without the previous consent of HEnEx, except for those that concern data and information that the Participants themselves have registered in the PPA Platform or have transmitted to HEnEx. The Participants are not allowed to commercialize, resell, or give access to the Data to third parties.

## 3.3 Acquiring and maintaining the Participant's status

### 3.3.1 Requirements for acquiring the Participant's status

- 1) In order to acquire the Participant's status, the candidate entity must fulfill the requirements laid down by the Rulebook and further specified by a Decision. These requirements must be met both initially, at the time of acquiring the Participant's status, and on a continual basis, for the duration of its participation.
- 2) The Participants are requested to demonstrate professionalism and competence in the use of information and communication technologies (ICT) and related security systems for the purpose of their participation in the PPA Platform.

### 3.3.2 Procedure for acquiring the Participant's status

- 1) In order to acquire the Participant's status, the candidate entity shall submit the relevant written application to HEnEx.
  - a. The application is submitted in a standard form provided by HEnEx to interested parties, either printed or in electronic form. The application must be signed by the legal representative of the candidate and be accompanied by the required supporting documents. It also serves as a declaration by the candidate that it meets the requirements for acquiring the Participant's status requested in the application. The required supporting documents and the detailed procedure for obtaining the Participant's status are defined by Decision.
  - b. The submission of the application to acquire the Participant's status is presumed to be an acceptance by the candidate of all the provisions of the Rulebook as well as of the relevant obligations relating to the requested status.
- 2) When submitting the application to acquire the Participant's status, the candidate must also submit the relevant proof of payment of the applicable application fee, in accordance with the provisions of the relevant Decision.
- 3) The candidate must submit to HEnEx a declaration, accompanying the application, stating that the persons it uses for access or to whom permits access to the PPA Platform have the necessary professionalism and competence in using information and communication technologies (ICT) and related security systems. The declaration may also be submitted as a response to a standard form made available by HEnEx, either printed or in electronic form, for the purpose of facilitating the provision by the candidate of data and information required to acquire the Participant's status.
- 4) Furthermore, the candidate must submit to HEnEx, accompanying the application, whatever is required regarding its activation as a Participant and its operations in this status, as specified in the relevant Decision.
- 5) In the course of reviewing the documents submitted by the candidate, HEnEx has the right to request – in addition to the aforementioned supporting documents – any other additional or supplementary document or information which HEnEx deems necessary for the purpose of evaluating the application or verifying the submitted documents, as well as the appearance in person of officers and employees of the applicant.

- 6) HEnEx approves or rejects the application of a candidate Participant on the basis of a justified decision.
- 7) HEnEx rejects the application of a candidate Participant on the basis of a justified decision, especially in the following cases:
  - a. when the candidate has not submitted a duly completed and signed application to acquire the Participant's status as well as the relevant documents in the application file;
  - b. HEnEx has previously deleted the candidate Participant as a result of breach of provisions of the Rulebook, in accordance with the provisions of section 3.5, unless the circumstances leading to the deletion have ceased to exist or HEnEx has reasonably been convinced that violation will not be repeated;
  - c. whether the acceptance of the application to acquire the Participant's status would cause HEnEx to breach any condition of any mandatory legal or regulatory obligation;
  - d. if any of the candidate 's statements are incorrect or false; or
  - e. has overdue payment obligations to HEnEx.
- 8) HEnEx may suspend the issuance of a decision on an application if the details provided by the candidate are inadequate or not sufficiently documented for the purpose of assessing the application. The application will be considered as rejected if the candidate fails to submit the relevant details requested by HEnEx within the period of suspension. The decision of HEnEx is communicated to the candidate Participant without undue delay. Decisions of HEnEx rejecting applications for acquiring the Participant's status may be reviewed by HEnEx at the request of the candidate, applying in such case the provisions of section 3.3 accordingly. By virtue of a relevant Decision, HEnEx may determine any technical issues and necessary details.
- 9) Upon approval of the application to acquire the Participant's status, and provided that the candidate Participant has paid the fees and charges to HEnEx as defined based in subsection 3.3.3, HEnEx issues a relevant certificate of registration of the Participant.
- 10) By issuing the certificate of registration of the Participant and the fulfillment of the activation conditions of the Participant, as determined by a relevant Decision, HEnEx proceeds with the activation of the Participant for the purpose of its participation in the PPA Platform of HEnEx.
- 11) HEnEx shall maintain for at least five (5) years records of the terms and procedures for the due diligence assessment, the criteria and procedures for imposing measures against Participants in accordance with Chapter 5, the initial due diligence assessment of its Participants, any additional assessments and any measures imposed on the Participants according to the terms of Chapter 5.

### 3.3.3 Fees and charges

- 1) For the purpose of acquiring the Participant's status and for their participation in the PPA Platform, Participants pay the applicable charges as determined by virtue of a Decision.

- 2) In addition to the obligations of paragraph (1), HEnEx may impose additional charges, which are specified by the relevant Decision.
- 3) According to the aforementioned Decision, fees and charges may vary, indicatively, depending on the status of the Participant.
- 4) The amount, the calculation method of the above charges and other financial obligations of the Participants, the time and method of the relevant payment, any exemptions from charges, the abolishment or imposition of new charges, are determined by HEnEx through the relevant Decision.
- 5) In case of a Participant's default in paying any amount owed to HEnEx, as stipulated in the previous paragraph, HEnEx may suspend the Participant's right to participate in the PPA Platform or even delete the Participant in case of significant debts or repeated delays in payment. In any case, the statutory default interest is calculated on the outstanding amount.

### 3.3.4 Communication with Participants

- 1) Communication between HEnEx and its Participants shall be carried out in writing (by post, by an e-mail or by other electronic means specified by HEnEx) unless otherwise provided in the Rulebook.
- 2) The Participant's address for communicating with HEnEx is the one that the Participant has specified in the application to acquire the relevant status. Any change of address of the Participant shall be notified in writing to HEnEx in accordance with its procedures.
- 3) The Participants shall inform HEnEx of any change to the contact details submitted by them in accordance with the provisions of the Rulebook before such changes take effect and, where this is not possible, without delay as soon as the Participant becomes aware of the change.
- 4) HEnEx reserves the right to periodically update the information of its Participants.
- 5) By virtue of a Decision, HEnEx may specify the procedures and means of communication with its Participants by setting specific criteria depending on the Participant's status or the candidate participants, the competencies of the contact persons of the Participant as well as the issues that they handle in respect with the Participant's status, as well as any other issues and relative technical details concerning these procedures. The Participant's communication with HEnEx is considered binding and it produces legal effects provided that it has been conducted by the Participant's contact person, who is designated each time based on the Participant's competencies.
- 6) For communication with HEnEx, Participants must address themselves to those competent bodies of HEnEx, as announced from time to time on its website, on the days and hours that may be specified on HEnEx' website.

### 3.3.5 Participants' Registry

- 1) HEnEx keeps a Participants' Registry, in which it registers all the details and information of Participants, as requested by HEnEx, such as but not limited to trade name, registered seat, details of legal representatives, contact officers and authorized users that the Participant has designated to HEnEx as responsible for its participation in the PPA Platform, along with the dates of commencement and termination of the Participant's status.
- 2) HEnEx publishes on its website a list of its Participants for the purpose of keeping the market informed. The list includes per Participant, the trade name and registered seat, as well as any other information specified by a Decision.
- 3) HEnEx assumes no responsibility for the completeness, correctness or truth of the above data provided by Participants. Participants are solely responsible for this.

### 3.3.6 Records of telephone conversations

- 1) HEnEx may install, in accordance with the existing legal and regulatory provisions on personal data protection, a special monitoring and recording system for telephone conversations in order to facilitate its functions as the operator of the PPA Platform.
- 2) The Participants and any other persons to which the Rulebook refers to adhere to the present provision in accordance with the provisions of section 1.1 of the Rulebook. The data kept by HEnEx regarding telephone conversations have full probative value in the relations between HEnEx and the aforementioned individuals, while rebuttal is allowed.
- 3) HEnEx may by a Technical Decision specify any technical issues and necessary details concerning the implementation of the above provisions.

## 3.4 Technical procedures for the access

### 3.4.1 Access to the information system of the PPA Platform

- 1) The Participant's access to the information system of the PPA Platform shall be through an internet connection, connection, in accordance with the terms set out in the relevant Decision.
- 2) For the connection to the PPA Platform's information system, HEnEx specifies the necessary instructions and procedures in its relevant Decision, aiming to ensure the security and confidentiality of the actions taking place within the PPA Platform.
- 3) The Participant is obliged to securely maintain access passwords and any other data required for access to the PPA Platform's information system, as may be specified in the relevant Decision.
- 4) HEnEx is entitled, through a relevant Decision, to discontinue the Participant's connection in case of exceptional technical malfunctions of the PPA Platform, non-compliance by the Participant with the necessary instructions and procedures of HEnEx, detection of unauthorized use of the Participant's access codes, or any other reason for imposing measures according to the provisions of Chapter 5.

- 5) HEnEx keeps records related to the access and actions of the Participants' authorized users.

### 3.4.2 Authorized users

- 1) Only authorized by the Participant users are allowed to access the PPA Platform.
- 2) The Participants communicate to HEnEx the data of their users as well as any other element relevant to the access to the PPA Platform, as such data may be determined by a relevant Decision, as well as any amendment of such data.

### 3.4.3 Users' audit

- 1) The Participants are obliged to ensure that their users have proper access to PPA Platform in compliance with the Rulebook and they are liable to HEnEx for any damages that may arise from any actions or omissions of said users.
- 2) HEnEx may prohibit access of a user of the Participant in the PPA Platform by virtue of a relevant justified decision, if this is necessary to ensure the proper operation of the PPA Platform.

### 3.4.4 Users' passwords

- 1) To gain access to the PPA Platform, each user must receive from HEnEx a special password that is unique per user.
- 2) All Offers and Expressions of Interest submitted in the PPA Platform are not binding for the Participant. In any case, the Participant is responsible for the use of password by unauthorized persons.
- 3) The Participants have the obligation to immediately inform HEnEx for any change or removal of a user for any reason whatsoever, so that HEnEx can permanently or temporarily deactivate that user's password.
- 4) HEnEx may determine by virtue of a Decision the maximum number of users that any Participant may have without charges and the relevant charges of installation and function of their connections.

## 3.5 Obligations of Participants

### 3.5.1 General obligations

- 1) The Participant is obliged for the entire duration of its membership until its final expiration:
  - a. To meet the requirements set each time for obtaining the Participant's status of HEnEx in accordance with the Rulebook.

- b. To immediately notify HEnEx as to any amendment of its details, contact persons, authorized users; especially any change or cessation of use of the PPA Platform by a user, as well as any details or information concerning an amendment of the Participant's legal form.
  - c. To pay all types of charges, and, in general, any amounts owed to HEnEx in accordance with the terms of the Rulebook and the relevant Decision.
  - d. To comply promptly and fully with the provisions of the Rulebook, the Decisions, as well as any decision or instruction by a competent HEnEx body.
  - e. To adhere to the technical specifications of the PPA Platform and provide any information deemed necessary by HEnEx for the purpose of conducting of such inspections.
  - f. To ensure reasonable and compliant with the Rulebook access to the PPA Platform, so as to safeguard the smooth and safe operation of the PPA Platform.
  - g. To act with due diligence in order to not contribute to the infringement of the Rulebook by another Participant.
  - h. To employ an adequate number of personnel with the appropriate knowledge, experience and skills to ensure the Participant's compliance with the Rulebook.
  - i. To ensure that all its employees fulfill all the obligations emanating from the Rulebook.
  - j. To exercise due care to ensure the smooth and efficient operation of the PPA Platform.
  - k. To ensure that access to the PPA Platform is not granted to unauthorized persons.
  - l. To act in accordance with business ethics and the principle of good faith.
  - m. To submit in either Greek or English the documents and announcements that it communicates to HEnEx and to use Greek or English as the official language when communicating with other Participants of HEnEx.
- 2) In the event that a Participant breaches the rules of the previous paragraph, HEnEx has the right to take appropriate measures in accordance with the provisions of Chapter 5, irrespective of the assessment of the relevant act or omission on the basis of other legal rules of law or codes of professional conduct.

### **3.6 Resignation of a Participant**

- 1) A Participant may resign from the Participant's status under the terms of the paragraphs here-in-below.
- 2) The resignation from the Participant's status must be communicated in writing to HEnEx and it constitutes the termination of any contract entered into by the Participant in accordance with the terms of the paragraph (3) of section 1.1 of the Rulebook.

- 3) The results of the resignation from the Participant's status and termination take effect on the date of acceptance of the resignation by HEnEx, which must occur within ten (10) days from the above notification subject to the specific provisions of the following paragraphs.
- 4) The resignation is accepted by HEnEx by a relevant decision. Upon receiving the written notification of the resignation, HEnEx proceeds with the deletion of any Offers or Expressions of Interest submitted by the resigning Participant, provided that these remain active on the PPA Platform and have not been deleted by the Participant in the meantime, according to HEnEx's procedures. HEnEx may extend the deadline of paragraph (3) if there is a valid reason, through a justified decision.
- 5) The resignation from the Participant's status does not affect Contracts that have been recorded in the Contract Recording section of the PPA Platform, in which the Participant acts as a counterparty, unless a request for their deletion has been submitted in accordance with the provisions of subsection 4.3.1 of the Rulebook.
- 6) The resignation from the Participant's status does not prevent its reacquisition, provided that the conditions governing it are met at the time of the reacquisition.
- 7) The terms and procedure for resignation may be specified by a relevant Decision.

## 4. Operation of the PPA Platform

### 4.1 PPA Platform

The PPA Platform, operated by HEnEx, serves as a venue for the submission of Offers and Expression of Interest in accordance with the specific provisions of the Rulebook.

#### 4.1.1 General conditions for participation in the PPA Platform

- 1) The participation in the PPA Platform is anonymous during the submission of Offers, recording of Contracts and submission of Expression of Interest with the possibility of lifting anonymity in accordance with the provisions and under the conditions set out in subsection 4.2.2 of the Rulebook.
- 2) Participants in the PPA Platform submit Offers or Expressions of Interest exclusively in their own name and for their own account. For the purposes of this Rulebook, such Offers or Expressions of Interest shall be deemed to be submitted to their own account even when Participants, provided they are legal entities, submit them on behalf of an affiliated entity.

#### 4.1.2 Structure and basic operating rules of the PPA Platform

- 1) The PPA Platform includes the Offers Submission and Expression of Interest section and the Contract Recording section.
- 2) In the Offers Submission and Expression of Interest section, the Participants submit one or more Offers or express interest in one or more Offers that have been submitted on the PPA Platform. The Offers submitted on the PPA Platform are published anonymously to the other Participants. On the contrary, the Expressions of Interest are disclosed exclusively and by name to the Participant who has submitted the relevant Offer.
- 3) In the same section, the Participants have access to the Offers that have been deleted from the Offers Table, in accordance with the provisions of the Rulebook and the relevant Decision.
- 4) In the Contract Recording section, the Participants may record the data and information regarding the Contracts they have concluded following negotiations outside the PPA Platform. HEnEx maintains this data and information for statistical purposes, where applicable. HEnEx provides this data and information to competent authorities or entities, in compliance with privacy provisions of law and confidentiality provisions of subsection 3.1.4 of the Rulebook.
- 5) HEnEx may provide the Participants of the PPA Platform with a template PPA contract in order to facilitate their activities. The use of the aforementioned template is always at the Participants' discretion and under their full and exclusive responsibility regarding any legal issue that may arise from its use, such as the completeness of its terms, the compatibility and suitability of the Contract concerning the Participants' knowledge, experience, profile, transactional or investment objectives, financial situation, or any legal or other risks that may be assumed based on this Contract.

- 6) The potential conclusion of a Contract between a Participant who has submitted an Offer and a Participant who has proceeded to an Expression of Interest in this Offer takes place outside the PPA Platform. In no case does the submission of an Offer or the Expression of Interest in one or more Offers constitute a commitment to negotiate or conclude a Contract between the Participants.
- 7) The operating days and hours of each section of the PPA Platform, as well as any changes to them, are determined by a Decision.
- 8) Offers and data related to the Contracts recorded on the PPA Platform are expressed in the currency determined by a Decision.
- 9) The data and information related to Offers and Contracts recorded on the PPA Platform may be published on the HEnEx website in an anonymous and aggregated form.

### 4.1.3 Responsibilities of HEnEx

- 1) HEnEx is responsible for the development and operation of the PPA Platform, and the provision of services specified in section 1.1 of the Rulebook. HEnEx exercises all kinds of responsibilities related to its role as the operator of the PPA Platform, in particular with respect to the matters referred to in the following paragraphs and as specified in the Rulebook.
- 2) The PPA Platform operated by HEnEx meets the following criteria:
  - i. provides technical support to the Participants for the submission of Offers, the Expression of Interest in one or more Offers, and the Contract Recording,
  - ii. provides transparent, non-discriminatory access,
  - iii. provides services on the basis of equal treatment,
  - iv. ensures the anonymity of Offers, Expressions of Interest under the conditions of subsection 4.2.2 of the Rulebook, as well as of Contracts whose data and information have been recorded on the PPA Platform,
  - v. provides a detailed overview of the Offers submitted on the PPA Platform to all Participants, and
  - vi. applies regulations and procedures for the physical and electronic security of the information system.

## 4.2 Offers Submission and Expression of Interest Section

### 4.2.1 Offers

- 4.2.1.1 The Participants, provided that they retain the right to participate in the PPA Platform according to the provisions of the Rulebook, shall submit purchase Offers in accordance with

the terms and conditions defined in the Rulebook and specified in the relevant Decision. The purchase Offers are non-binding and shall contain at least the following mandatory information:

- i. the duration of the Contract, according to the provisions in the relevant Decision,
- ii. the type of settlement of the Contract, based on the specified options as defined in the relevant Decision,
- iii. the consumption profile, based on the specified options as defined in the relevant Decision,
- iv. the annual electricity quantity of the Contract (expressed in MWh),
- v. the price and the price calculation method, based on the specified options as defined in the relevant Decision,
- vi. the country where the Participant's consumption facility is located, and
- vii. the expiry date of the Offer.

4.2.1.2 The Participants, provided that they retain the right to participate in the PPA Platform according to the provisions of the Rulebook, shall submit sell Offers in accordance with the terms and conditions defined in the Rulebook and specified in the relevant Decision. The sell Offers are non-binding and shall contain at least the following mandatory information:

- i. the duration of the Contract, according to the provisions in the relevant Decision,
- ii. the type of settlement of the Contract, based on the specified options as defined in the relevant Decision,
- iii. the production profile, based on the specified options as defined in the relevant Decision,
- iv. the annual electricity quantity of the Contract (expressed in MWh),
- v. the price and the price calculation method, based on the specified options as defined in the relevant Decision,
- vi. the technology of the power plant, based on the specified options as defined in the relevant Decision,
- vii. the country where the Participant's power plant is located,
- viii. the construction or operational stage of the power plant related to the Contract, based on the specified options as defined in the relevant Decision,
- ix. the estimated commercial operation date (COD) of the power plant related the Contract,

- x. the provision or not of guarantees of origin (GOs) in the context of the Contract, as specified in the relevant Decision, and
- xi. the expiry date of the Offer.

4.2.1.3 Without prejudice to the provisions of the subsections 4.2.1.1 and 4.2.1.2,

- a. HEnEx may define in the relevant Decision additional mandatory information that shall be provided by Participants when submitting purchase or sell Offers, in accordance with the terms and conditions specified therein,
- b. The Participants, in addition to the minimum mandatory information required for purchase or sell Offers, as set out above, may provide additional optional information, as defined in the relevant Decision.

4.2.1.4 Each Offer submitted to the PPA Platform receives a unique identification code.

4.2.1.5 The submitted Offers, including all the information of subsections 4.2.1.1, 4.2.1.2 και 4.2.1.3, are published in the Offers Table, ensuring their anonymity.

4.2.1.6 The submitted Offers are automatically deleted from the Offers Table upon expiry of the expiry date specified by the Participant upon submission, in accordance with the provisions of subsections 4.2.1.1.(vii) and 4.2.1.2.(xi) of the Rulebook. Alternatively, the deletion may take place earlier at the Participant's initiative and responsibility.

4.2.1.7 The Participants may modify the Offers they have submitted at their own responsibility, provided that no Expression of Interest has been preceded in the said Offer by another Participant, in accordance with subsection 4.2.2. Following any modification of Offer by a Participant, the Offer Table is updated accordingly.

4.2.1.8 The modification and deletion of Offers are conducted in accordance with the terms and conditions specified in the relevant Decision.

4.2.1.9 In case of deletion of an Offer in which an Expression of Interest has been submitted, the PPA Platform notifies the Participant who expressed interest in the said Offer of its deletion, as well as the subsequent deletion of his Expression of Interest in this Offer, in accordance with the provisions of the relevant Decision.

4.2.1.10 HEnEx proceeds to delete the Offers, submitted by Participants whose status has been suspended or lost, from the Offer Table, in accordance with the provisions of its relevant Decision.

4.2.1.11 In any case, the accuracy and validity of the Data and information related to each Offer submitted in the PPA Platform remain sole responsibility of the Participant who submitted the Offer.

4.2.1.12 HEnEx is not and cannot be held responsible for any damage that may arise from the use of information and Data published on the PPA Platform.

## 4.2.2 Operation of Offers Submission and Expression of Interest section

- 1) The Offers submitted on the PPA Platform are displayed anonymously in the Offer Table, including their identification code, the mandatory information mentioned in subsections 4.2.1.1, 4.2.1.2, and 4.2.1.3, as well as the optional information according to subsection 4.2.1.3, if provided by the Participant.
- 2) Each Participant has access to the Offers Table, according to the provisions of the relevant Decision.
- 3) Each Participant, provided that it retains the right to participate in the PPA Platform, may submit an Expression of Interest in one or more Offers included in the Offers Table, according to the provisions of the relevant Decision, excluding Offers that the Participant has submitted itself. During the Expression of Interest, the Participant may optionally provide additional information, as defined in the relevant Decision.
- 4) Following the Expression of Interest in an Offer, the PPA Platform notifies the Participant who has submitted the Offer about the details concerning the Participant who has expressed interest in this Offer, as provided in the relevant Decision. The acceptance or rejection of one or more Expression(s) of Interest is at the discretion of the Participant who submitted the Offer. Specifically:
  - i. If the Participant who submitted the Offer agrees to connect with the Participant who expressed interest in this Offer, the PPA Platform sends the details of the former to the latter, according to the relevant Decision.
  - ii. If the Participant who submitted the Offer refuses to connect with the Participant who expressed interest in this Offer, the PPA Platform notifies the Participant who expressed interest of this refusal, in accordance with the provisions of the relevant Decision, while maintaining the anonymity of the Participant who submitted the Offer and rejected the Expression of Interest.
  - iii. If the Participant who submitted the Offer does not take action to accept or reject the Expression of Interest within the deadline specified in the relevant Decision, the PPA Platform sends both the Participant who submitted the Offer and the Participant who expressed interest in this Offer a notification with the identification code of the Offer, as well as information regarding the lack of response or rejection of the said interest, in accordance with the provisions of the relevant Decision.
- 5) Offers that have remained published in the Offers Table for a period of at least one (1) calendar day and have subsequently been deleted from the Offers Table, in accordance with the provisions of the Rulebook, shall appear in the Offers History Table as anonymous, inactive and uneditable by the Participants.
- 6) Each Participant shall have access to the Offers History Table in accordance with the provisions of the relevant Decision.

- 7) Each Participant may modify or delete the Expression of Interest in an Offer, provided that this has not yet been accepted or rejected by the Participant who submitted the Offer, in accordance with the terms and conditions specified in the relevant Decision. The PPA Platform notifies the Participant who submitted the Offer of the aforementioned modification or deletion, according to the provisions of the relevant Decision.
- 8) HEnEx proceeds with the deletion of Expression of Interest submitted by Participants whose status has been suspended or lost, in accordance with the provisions of the Rulebook and the relevant Decision.
- 9) The Participants are obliged to keep confidential all data and information they become aware of through the PPA Platform following the notification and/or acceptance of one or more Expression(s) of Interest.

## 4.3 Contract Recording section

### 4.3.1 Terms and conditions for Contract Recording

- 1) The data and information regarding Contracts, concluded outside the PPA Platform, may be optionally recorded on the PPA Platform by the Participant acting as the seller in the said Contract, provided that it retains the right to participate in the PPA Platform. These Contracts may have been concluded either with or without the use of the services provided by HEnEx based on the Rulebook.
- 2) The Participant who submits a Contract for recording on the PPA Platform shall provide at least the following mandatory information, according to the above and the provisions of the relevant Decision:
  - i. the counterparty,
  - ii. the duration of the Contract, according to the provisions in the relevant Decision,
  - iii. the type of settlement of the Contract, based on the specified options as defined in the relevant Decision,
  - iv. the production profile, based on the specified options as defined in the relevant Decision,
  - v. the price calculation method, based on the specified options as defined in the relevant Decision,
  - vi. the technology of the power plant, based on the specified options as defined in the relevant Decision, and
  - vii. the provision or not of guarantees of origin (GOs) in the context of the Contract, as specified in the relevant Decision.
- 3) Without prejudice to the provisions of the paragraph (2) of this subsection:

- a. HEnEx may define in the relevant Decision additional mandatory information that shall be provided by Participants when submitting Contracts for recording on the PPA Platform, in accordance with the terms and conditions specified therein,
  - b. The Participants, in addition to the minimum mandatory information required for submission of Contract for recording on the PPA Platform, as set out above, may provide additional optional information, as defined in the relevant Decision.
- 4) Following the submission of a Contract for recording on the PPA Platform by a Participant, the PPA Platform sends a notification to the counterparty Participant for confirmation, according to the provisions of the relevant Decision. If the counterparty Participant confirms the recording of this Contract, the Contract is recorded on the PPA Platform. In case of no response or rejection of the Contract Recording by the counterparty Participant within the deadline specified in the relevant Decision, the PPA Platform notifies the Participant who submitted the Contract for recording on the PPA Platform about the lack of response or respective rejection.
  - 5) The Contract Recording may be deleted by the Participant who recorded it, according to the terms of the relevant Decision. In this case, the PPA Platform notifies the counterparty Participant regarding the said deletion, as defined in the relevant Decision.
  - 6) Each Contract Recording on the PPA Platform receives a unique identification code.
  - 7) In any case, the accuracy and validity of the Data and information related to the Contracts recorded on the PPA Platform remain sole responsibility of the Participant who recorded the Contract, as well as of the Participant who confirmed the recording.
  - 8) HEnEx is not and cannot be held responsible for any damages that may arise from the use of information and Data recorded on the PPA Platform.
  - 9) HEnEx is solely responsible for the proper maintenance of the data and information recorded on the PPA Platform, in accordance with the data and information provided to it by the Participants.

## 5. Procedure for checking compliance with the Rulebook

### 5.1 General Provisions

- 1) In the event of indications of a breach of the provisions of the Rulebook, HEnEx may initiate the procedures laid down in this section against:
  - a. Participants,
  - b. authorized users of the PPA Platform,
  - c. any other person bound by the Rulebook.
- 2) In the event of a breach or indication of a breach of the provisions of the Rulebook by any of the persons of cases (a) to (c) of paragraph (1), the provisions of section 5.2 shall be applied.
- 3) In the event that it is necessary to take immediate measures in order to protect the smooth and safe operation of the PPA Platform and also protect the Participants, HEnEx may take immediate measures for the purpose of protecting the PPA Platform, by way of derogation from the stipulations of the following provisions of this section. Specifically with regard to those measures that are directly imposed against Participants, the relevant provisions of section 5.2 shall apply.
- 4) The provisions of this section shall apply without prejudice to the implementation of the provisions of the Rulebook which regulate matters pertaining to checks and compliance with its stipulations.
- 5) The Board of Directors of HEnEx, its officers, employees and assistants in general, as well as executive bodies or persons assigned auditing or advisory tasks in the framework of the investigation of matters related to breaches of the provisions of the Rulebook, as well as the members of committees formed in accordance with the Rulebook, shall be obliged to maintain professional secrecy and strict confidentiality with respect to all details, data and information that come to their knowledge during the exercise of their duties and shall use such information only in the performance of their task, in accordance with the provisions of the Rulebook. Without prejudice to the provisions on confidentiality, HEnEx may, by way of exception, make available the aforesaid details, data or information in case where the provision of data and information is permitted pursuant to legislative provisions, or in the framework of court cases, for the purpose of protecting a superior lawful interest.
- 6) The dispute resolution procedure foreseen in section 1.3 does not apply in the context of checking compliance with the Rulebook, but subsection 5.2.1 of the Rulebook applies instead.

## 5.2 Procedure for monitoring Participants

### 5.2.1 Measures against Participants

1) HEnEx is entitled to take the following measures against the Participants:

- a. Written reprimand.
- b. Suspension of the Participant's status for a period stipulated by HEnEx on a case-by-case basis.

The consequence of the suspension is the revocation of the Participant's right to participate in the PPA Platform throughout the duration of the suspension. The imposition of the suspension measure does not discharge the Participant from its obligations to HEnEx to pay any amount due, including but not limited to the annual fees and other charges imposed on Participants by HEnEx in accordance with the Rulebook, even if these obligations arise during the suspension period.

- c. Termination of Participant's status.

The consequence of Participant's status termination is the immediate and compulsory loss of that status. Imposition of the measure of Participant's status termination renders immediately due and compulsorily payable any and all obligations of the Participant to HEnEx, and the Participant must fulfill its obligations immediately, fully and properly, in the manner stipulated by HEnEx.

- 2) The imposition of measures against a Participant under no circumstances discharges that Participant from liability for acts or omissions in respect to HEnEx or third parties.
- 3) Participants, taking into account the provisions of subsections 5.2.3, 5.2.4 and 5.2.5, may appeal to the competent courts of Athens for the purpose of infringing the measures taken under the provisions of this section.

### 5.2.2 Cases in which measures are imposed

HEnEx shall impose measures against a Participant, in accordance with the provisions of subsection 5.2.1, in the following cases:

- 1) If a Participant breaches the provisions of the Rulebook and the Decisions, in particular:
  - a. When the Participant fails to meet or inadequately meets the requirements laid down for acquiring the Participant's status.
  - b. In case of non-payment or default with respect to the payment of the required subscriptions, charges and fees in general owed by the Participant to HEnEx.
  - c. If the Participant fails to comply with the technical instructions of HEnEx or with the technical specifications set by HEnEx for the use and operation of the systems used by the Participant for its participation in the PPA Platform.

- d. In the event of unlawful or unauthorized use or operation of the systems used by the Participant to participate in the PPA Platform.
- 2) If a Participant submits false or misleading information to HEnEx, including but not limited to the following cases:
  - a. when submitting the application to acquire the Participant's status,
  - b. when the Participant opens or uses codes and accounts of any type in the framework of its activities on the PPA Platform,
  - c. when the Participant provides the data, supporting documents or information requested at any time by HEnEx,
  - d. when submitting or recording data on the PPA Platform, according to the sections 4.2 and 4.3.
- 3) If a Participant fails to comply with the announcements, decisions or instructions of HEnEx.
- 4) If a Participant fails to meet or inadequately meets the obligations arising from the contract entered into with HEnEx based on the Rulebook within the framework of this status.
- 5) If events occur that affect the operations of a Participant, such as the winding-up of a Participant's company, the initiation of insolvency proceedings, including bankruptcy, forced liquidation or restructuring of the company.
- 6) If sanctions are imposed on a Participant by the relevant competent authorities.

### 5.2.3 Competent bodies and procedures for imposing measures

- 1) The body responsible for imposing measures against Participants is the Board of Directors of HEnEx or a body of HEnEx authorized by the BoD for this purpose. Before imposing a measure, the Board of Directors of HEnEx or the authorized body for this purpose shall invite the Participant to an oral or written hearing at a time set in the relevant notification to the Participant. The hearing process may be omitted provided that the immediate implementation of the measure is deemed necessary, particularly for the protection of the PPA Platform and the Participants' interests.
- 2) As part of the enforcement of measures, HEnEx, in accordance with the above paragraph, is entitled:
  - a. To request from a Participant any data or information deemed necessary for the purpose of investigating the respective case, including details of the telephone calls of the Participant or data movement records kept by the Participant.
  - b. To have access to any and all documents kept by a Participant that relate to the respective case, and to receive from the Participant a copy thereof and/or request confirmation by the Participant's senior officers or statutory bodies regarding the data or documents submitted by the Participant.

- c. To request the personal appearance of one or more employees, officers, representatives and members of the Participant's management.
- 3) HEnEx may impose measures against a Participant either cumulatively or alternatively, depending on the case in question, taking into consideration the relevant circumstances each time.
- 4) The decision to impose measures against a Participant is communicated to it and a copy thereof is stored in the Participant's file, which is kept by the relevant departments of HEnEx.

#### 5.2.4 Review of decisions

- 1) A decision of the Board of Directors of HEnEx or of other specifically authorized bodies of HEnEx relating to the imposition of measures against a Participant, other than the measures of an immediate nature as provided in paragraph (1) of subsection 5.2.3, is subject to review by the Board of Directors of HEnEx or an Appeals Committee formed by a Decision, at the request of the Participant which must be submitted within a strict time limit of five (5) days from notification of the decision to the Participant.
- 2) Decisions on the above requests for review of a case are communicated to the Participant and a copy thereof is stored in the Participant's file which is kept by the relevant departments of HEnEx.

#### 5.2.5 Enforcement of decisions

- 1) Once a decision imposing a measure against a Participant becomes final and irrevocable, it shall be enforced by the appropriate bodies of HEnEx.
- 2) A decision imposing measures shall become final and irrevocable:
  - a. On expiry of the five-day time limit for the submission by the Participant of a request for the review of the case.
  - b. In case of submission of a request for re-examination in accordance with subsection 5.2.4 above, upon notification to the Participant of the decision of HEnEx that rejects the Participant's request for review of the case.

#### 5.2.6 Communication of decisions

The call to attend a hearing or the notification of HEnEx decisions to a Participant shall be communicated by any appropriate means at the discretion of HEnEx, including electronically, provided HEnEx can readily demonstrate the Participant's receipt of such notifications.

## 6. Processing of Personal Data

HEnEx, as the data controller for the processing of personal data received in the context of the use of the PPA Platform, declares that it fully complies with its obligations arising from the personal data protection legislation, such as the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 "on the protection of natural persons with regard to the processing of

personal data and on the free movement of such data" (GDPR), Law 4624/2019, and, in general, the provisions of European Union (EU) and Greek legislation on personal data protection.

The Participants, when completing the relevant registration application for the PPA Platform, in accordance with subsection 3.3.2, are obliged to provide the respective notice regarding the processing of their personal data to the natural persons they designate as authorized users and/or contact persons.