

Appendix to Resolution No. 311/2016 of the KDPW S.A. Management Board dated 16 May 2016, effective as of 21 May 2016, with Amendments to Resolution No. 667/2016 of the KDPW S.A. Management Board dated 10 October 2016 taking effective as of 17 October 2016 and with Amendments to Resolution No. 285/2017 of the KDPW S.A. Management Board dated 27 April 2017 taking effective as of 8 May 2017, with the exception of § 2 and § 29 subpara. 1 point 4 and subpara. 3 which take effect within 14 days from the date of publication of this information on the KDPW website and with Amendments to Resolution No. 327/2018 of the KDPW S.A. Management Board dated 28 May 2018 taking effective as of 2 June 2018, with the exception of § 29 subpara. 1 point 1 and 2 which take effect as of 1 July 2018 with the Amendments to Resolution No. 517/2018 of the KDPW S.A. Management Board dated 21 August 2018 taking effective as of 3 September 2018, with Amendments to Resolution No. 320/2019 of the KDPW S.A. Management Board dated 18 June 2019 taking effective as of 24 June 2019, with Amendments to Resolution No. 514/2020 of the KDPW S.A. Management Board dated 18 June 2020 taking effective as of 1 July 2020, with Amendments to Resolution No 1431/2020 of the KDPW S.A. Management Board dated 23 December 2020 taking effective as of 1 January 2021, with Amendments to Resolution No 822/2021 of the KDPW Management Board dated 22 June 2021 taking effective as of 1 July 2021

**RULES OF REGISTRATION AND MAINTENANCE  
OF LEGAL ENTITY IDENTIFIERS  
BY KRAJOWY DEPOZYT PAPIERÓW WARTOŚCIOWYCH S.A. (KDPW)**

Chapter 1  
GENERAL PROVISIONS

§ 1

1. These rules (“Rules”) govern the Registration and processing of legal entity Identifiers and the provision of the Identifier Registration and maintenance Service by KDPW.
2. The Rules are an integral part of the Agreement.
3. Any use of the Service covered by the Rules shall follow the approval of the Rules.

§ 2

1. KDPW holds the status of Numbering Agency accredited by the GLEIF and authorised to register Identifiers in the Global LEI System (GLEIS).
2. To the extent of issuance and renewal of Identifiers and charging of fees, KDPW follows the rules applicable in the GLEIS.

Chapter 2  
DEFINITIONS

§ 3

The following terms used in the Rules shall be construed as follows:

- 1) Identifier – a 20-character code under ISO\_17442 which is a unique identifier of a legal entity;

- 2) Agreement – an agreement concerning Identifier Registration and maintenance concluded by KDPW with a User;
- 3) Online Account – an online account used to process Identifiers;
- 3<sup>1</sup>) Legal Entity – an entity which seeks the issuance of an Identifier, an entity for which an Agent seeks the issuance of an Identifier, or an entity which holds an Identifier, as the context requires;
- 4) Agent – entity which concludes an Agreement on behalf of a Legal Entity or an enforcement authority which enforces debt using financial instruments recorded in the account of a Legal Entity which is a debtor, eligible to hold an Identifier;
- 5) User – holder of an Online Account which is a legal entity of an Agent;
- 6) Identifier Registration – issuance of an Identifier by KDPW or registration of an Identifier registered by other Numbering Agency in the KDPW IT system;
- 7) KDPW – the Central Securities Depository of Poland;
- 8) Numbering Agency – KDPW or other entity authorised to register Identifiers in the Global Legal Entity Identifier System (GLEIS);
- 9) GLEIF – the Global Legal Entity Identifier Foundation established under Swiss law as the central operating unit of the GLEIS;
- 10) GLEIS – the Global Legal Entity Identifier System comprised of Numbering Agencies - Local Operating Units as well as the GLEIF;
- 11) Reference Data – Legal Entity data, Relationship Data and the data of the Direct and Ultimate Parent, assigned to an Identifier;
- 12) Service – Identifier Registration and maintenance service provided by KDPW;
- 13) Electronic Application – a declaration of a legal entity concerning the conclusion of an Agreement submitted through the Online Application;
- 14) Online Application – an online application over which KDPW provides the Service;
- 15) Business Day – any weekday other than a bank holiday and a Saturday;
- 16) Direct Parent – the Legal Entity’s Direct Parent within the meaning of the accounting regulations applicable to the Parent, which prepares Consolidated Financial Statements consolidating the Legal Entity;

- 17) Ultimate Parent – the Legal Entity’s Parent within the meaning of the accounting regulations applicable to the Parent, which prepares Consolidated Financial Statements consolidating the Legal Entity, if the Parent has no Parent which prepares Consolidated Financial Statements consolidating the Legal Entity; the same Parent may be both the Direct Parent and the Ultimate Parent if it meets the criteria of being the Direct Parent and the Ultimate Parent;
- 18) Relationship Data – information whether the Legal Entity has a Direct Parent and whether it has an Ultimate Parent;
- 19) Consolidated Financial Statements – the Consolidated Financial Statements prepared by the Direct Parent and the Consolidated Financial Statements prepared by the Ultimate Parent, which consolidate the Legal Entity, prepared according to the accounting regulations applicable to the Direct Parent and to the Ultimate Parent, respectively;
- 20) Auditor’s Opinion and Report – the documents defined in the accounting regulations applicable to the Direct Parent and to the Ultimate Parent, respectively, confirming that the Consolidated Financial Statements have been audited;
- 21) ROC – Regulatory Oversight Committee responsible for the oversight of the GLEIF.;

Chapter 3  
RULES OF SERVICE PROVISION

§ 4

1. The Service shall only be provided to entities other than consumers within the meaning of the Civil Code of 23 April 1964 (Journal of Laws of 2014, item 121, as amended).
2. The Service shall be provided electronically without concurrent presence of the parties using the Online Application, subject to § 5 sub-para. 6 – 11.
3. The Service shall be available on a 24/7 basis.
4. In the event of non-availability of the Online Application for reasons caused by KDPW, Service support to the extent of Identifier processing shall be available on the business days and within the business hours of KDPW.

§ 5

1. Users acknowledge and accept that the Service shall be provided over public lines (the Internet).
2. Users shall ensure that all information provided to KDPW is true, complete and authentic and shall not provide any content that is illegal, offensive or potentially misleading, contains viruses or may cause malfunction of or damage to IT systems.

3. KDPW may require Users to present documents necessary to verify data, Relationship Data and rights of the Users and, where the User is an Agent, to verify data, Relationship Data and rights of the Legal Entity as well.
4. KDPW may require Users to present original counterparts of documents which have been transmitted by Users as a copy. A document or a scan of a document signed with a qualified electronic signature by the Users' duly authorised representative shall also be considered an original counterpart.
5. User who is:
  - 1) an entity operating securities accounts, referred to in the Act of 29 July 2005 on Trading in Financial Instruments, or bank accounts, referred to in the Act of 29 August 1997 Banking Law, and who intend to act as an agent for Legal Entities for which they operate such accounts, or
  - 2) an investment firm authorised to manage securities accounts or custodian bank who intend to act as an issue agent, referred to in the Act of 29 July 2005 on Trading in Financial Instruments, and who intend to act as an agent within the meaning of these Rules for Legal Entities for which they intend to act as an issue agent, or
  - 3) an agent, subject to sub-para. 5a, or
  - 4) an entity established in a state covered by the accreditation referred to in § 2 sub-para. 1 which is authorised and supervised by the competent supervisory authority as an entity which carries out investment activity within the meaning of European Union regulations, including without limitation the safe-keeping of financial instruments, and which intends to act as an agent of legal entities for which it safe-keeps financial instruments, or
  - 5) an entity established in a state covered by the accreditation referred to in § 2 sub-para. 1 which is authorised and supervised by the competent supervisory authority as a credit institution within the meaning of European Union regulations, and which intends to act as an agent of legal entities from which it accepts repayable funds, or
  - 6) an entity which is a reporting participant of the Trade Repository operated by KDPW or a participant of ARM operated by KDPW, subject to sub-paragraph 5a,
    - may request KDPW to grant them the authorisations referred to in § 15 sub-para. 1 and 2, § 16 sub-para. 1, § 17 sub-para. 3a, § 22 sub-para. 9a, § 29 sub-para. 2 –2c and § 30 sub-para. 2 (special authorisations). Requests for special authorisations shall be made in writing. The KDPW Management Board shall pass resolutions granting special authorisations.
- 5a. KDPW may grant the authorisations referred to in sub-para. 5 to an agent provided that such entity has operated in the service as an agent continuously for a period of at least 6 months and that it has duly performed the obligations laid down in these Rules throughout the period of acting as an agent.
6. A User granted special authorisations under sub-para. 5 who is also a reporting participant of the KDPW Trade Repository or a participant of the KDPW ARM service may, to the extent of sub-para. 11, use the automatic system of data exchange between the KDPW Online Application and the

User's application (A2A) interface to communicate with KDPW in the Service.

7. KDPW shall not provide the User with any programming components necessary to develop on the User's side any application supporting communications with KDPW via the A2A interface.
8. Communications with KDPW via the A2A interface shall use an electronic certificate issued to the User for communications with KDPW as a Trade Repository participant or an ARM participant.
9. Communications via the A2A interface shall consist in the MQ exchange of dedicated proprietary XML messages.
10. KDPW and the User accept all delivered messages, including declarations, authenticated with electronic certificates referred to in sub-para. 8, as effective, accept all declarations made via the A2A interface as their own, and agree that any evidence may be presented concerning such actions.
11. The A2A interface shall be used to support the following actions of Users:
  - 1) submitting a request for the issuance of an Identifier;
  - 2) submitting a request for the renewal of an Identifier;
  - 3) updating reference data of the Legal Entity whose Identifier is registered;
  - 4) change of the User;
  - 5) cancellation of an Identifier in connection with the take-over of the Legal Entity by another or in connection with its business being wound up;
  - 6) transferring an Identifier according to § 23 sub-para. 1.

## § 6

1. KDPW shall ensure uniqueness of Identifiers.
2. An Identifier shall not be re-used by KDPW to issue it to another legal entity.
3. A legal entity may only hold one Identifier.
4. A legal entity holding an Identifier shall not request KDPW or another Numbering Agency to issue another Identifier.
5. An Identifier shall be valid for a term of 1 year after issuance by KDPW or 1 year after renewal, subject to § 24.5. Irrespective of the payment of a fee for the renewal of an Identifier for subsequent years, i.e., in accordance with § 29 sub-para. 1 points 1a – 1d or points 2a – 2d, the Identifier shall be renewed on an annual basis in accordance with the second sentence of § 22 sub-para. 1 and the User shall review the Reference Data at least on an annual basis in accordance with § 21.

6. KDPW shall maintain a legal entity Identifier even after its expiration so long as there is a legal entity to which the Identifier was issued, unless KDPW discontinues the Service prior to the expiration of the Identifier or the Identifier is transferred out of KDPW.
7. The Agreement is concluded on the day of Registration of the Identifier by KDPW in the User's Online Account.
8. The Agreement is concluded for an indeterminate term.

#### § 7

1. KDPW shall provide the legal entity with a document confirming that an Identifier has been registered.
2. The document confirming that an Identifier has been registered shall be generated electronically in the Online Application concurrent to the Registration of the Identifier.
3. The legal entity data contained in the document referred to in sub-para. 1 shall be automatically updated in the event of any update of the Reference Data of the legal entity.
4. The document referred to in sub-para. 1 shall be provided in the Online Account in which the Identifier has been registered.

#### § 8

No Identifier may be used to identify a legal entity after the expiration of the Identifier until its renewal date.

#### § 9

1. The languages used in relations between Users and KDPW shall be Polish or English.
2. Documents which are originally drawn up in a language other than Polish or English shall be submitted in translation into either Polish or English, unless KDPW considers in the given case that documents drawn up in a language other than Polish or English are binding.

### Chapter 4 ONLINE ACCOUNTS

#### § 10

1. KDPW may provide the Service to a User after the User opens an Online Account.
2. Online Accounts shall be used to process Identifiers.

## § 11

1. Online Account is opened by obtaining an activation link and completing a form in the Online Application with user data required in the form.
2. Activating links shall be generated by the system supporting the Service and sent to the e-mail address indicated by the User.
3. In connection with the opening of an Online Account, Users shall make a declaration to the effect that:
  - 1) the User accepts the Rules;
  - 2) the User is not a consumer within the meaning of the Civil Code of 23 April 1964.
4. As a condition for the opening of an Online Account for a User who is a natural person, the User shall make a declaration to the effect that it accepts the processing of its personal data.
5. Access to Online Accounts shall be secured with a password.

## Chapter 5 FILING ELECTRONIC APPLICATIONS

## § 12

1. Users may file an Electronic Application on their own account or acting as an Agent on behalf of a legal entity.
2. An Electronic Application shall be filed by entering the data of the Legal Entity for which an Identifier is to be registered required in the form and sending the completed form to KDPW through the Online Application. Relationship Data and the data of the Direct or Ultimate Parent of the Legal Entity, or an indication that the Legal Entity has no Direct and/or Ultimate Parent, shall be entered in the form in addition to the data of the Legal Entity. Furthermore, the User shall specify in the form one of the fees referred to in § 29 sub-para. 1 points 1 – 1d which the User shall pay.
3. A Legal Entity which has a Direct Parent and/or Ultimate Parent may refuse to disclose Relationship Data or the data of the Direct and Ultimate Parent for the reasons which are enumerated in the form. In that case, the Legal Entity or an Agent acting on its behalf shall indicate at least one of the reasons for refusal to disclose data enumerated in the form.
4. A Legal Entity or an Agent acting on its behalf which has entered Relationship Data and the data of the Direct or Ultimate Parent of the Legal Entity in the form shall attach to the form a scan of the Consolidated Financial Statements for the last financial year which present the data of the Direct

or Ultimate Parent, respectively, and the data of the Legal Entity. If the Consolidated Financial Statements are audited, the Auditor's Opinion and Report shall be attached to each of the Consolidated Financial Statements.

5. In the absence of any Consolidated Financial Statements, a scan of other documents confirming the Relationship Data entered in the form shall be attached to the form. It shall be clarified in the form whether the attached document was prepared according to the accounting regulations applicable to the Direct Parent and to the Ultimate Parent, respectively.
6. In the absence of any Consolidated Financial Statements or any documents referred to in sub-para. 5, a declaration of the Legal Entity confirming the Relationship Data, issued by a person entered in the relevant register who is a member of the management board or a signing clerk of the Legal Entity, shall be attached to the form.
7. If any documents attached to the form according to sub-para. 4 or sub-para. 5 are published, in Polish or in English, on a public website of the competent authority, court or other competent body referred to in the applicable regulations, and access to such documents is free of charge, it shall be specified in the form where such documents are published on the website (link) and where such documents disclose Relationship Data or the data of the Direct and Ultimate Parent.
8. If an Electronic Application is filed by a User who is a legal person on its own behalf, the form should be completed by a person named in the relevant register who is a member of the management board, a signing clerk or other person employed by the User who is a proxy
9. The date of filing an Electronic Application shall be the date of dispatch of the form referred to in sub-para. 2.
10. Users shall receive a feedback message confirming that a form has been sent.

### § 13

1. In an Electronic Application, Users shall make declarations concerning their place of establishment or fixed establishment which is the place of supply of the Service within the meaning of Council Implementing Regulation (EU) No 282/2011 of 15 March 2011 laying down implementing measures for Directive 2006/112/EC on the common system of value added tax (Official Journal L 77 of 23 March 2011).
2. For an Electronic Application for the issuance of an Identifier filed by a legal entity on its own behalf, the legal entity shall make a declaration to the effect that it does not hold an Identifier issued by other Numbering Agency and has not filed and shall not file an application for the issuance of an Identifier with other Numbering Agency.
3. An Agent filing an Electronic Application for the issuance of an Identifier to a legal entity shall make a declaration to the effect that the legal entity does not hold an Identifier issued by other



Numbering Agency and has not filed and shall not file an application for the issuance of an Identifier with other Numbering Agency.

#### §14

1. An Electronic Application filed by an Agent may cover more than one Identifier.
2. An Agent shall notify the legal person of its rights referred to in § 20 and commit to the legal person to perform the actions referred to in § 20.
3. For an Electronic Application filed by an Agent, the form referred to § 12 sub-para. 2 shall be accompanied by the scan of a special power of attorney authorising the Agent to act on behalf of the legal entity. Such power of attorney shall specify the contact details of the legal entity.
4. The power of attorney referred to in sub-para. 3 shall be signed by the legal entity's duly authorised representatives entered in the relevant register where the entity is registered.
5. The power of attorney referred to in sub-para. 3 shall be granted no later than 60 days prior to filing an Electronic Application by the Agent, unless a power of attorney attached to an Electronic Application previously filed by the Agent remains in force and effect.
6. In the case of an Electronic Application filed by an Agent which is an enforcement authority, the provisions of sub-para. 3 – 5 shall not apply. In that case, the Agent shall file the Application accompanied by a document confirming enforcement from the account of the Legal Entity.
7. In the case of an Electronic Application filed by a User referred to in § 5 sub-para. 5, the provisions of sub-para. 3 – 5 shall not apply. KDPW may request such User to demonstrate that it is authorised to act on behalf of the Legal Entity before KDPW at least to the extent of actions covered by the Rules.

### Chapter 6 ISSUING AN IDENTIFIER

#### § 15

1. Following verification of an Electronic Application for the issuance of an Identifier, KDPW shall send the User a message confirming positive verification or rejection of the Application. Together with the message confirming positive verification of the Application, a pro-forma invoice shall be made available in the User's Account which specifies the amount of the fee due to KDPW in respect of the issuance of an Identifier, the form of payment and the due date. A pro-forma invoice is not a VAT invoice. In the case of agents granted special authorisations, referred to in § 5 sub-para. 5, following verification of an Electronic Application, KDPW shall send the User a message confirming issuance of an Identifier or rejection of the Application. A VAT invoice which specifies the amount of the fee due to KDPW in respect of the issuance of Identifiers in the billing period shall be made

available to the agent granted special authorisations in the User's Account immediately after the end of the billing period but not later than 7 days after the end of the billing period.

2. The message confirming positive verification of an Application or, for an agent granted special authorisations referred to in § 5 sub-para. 5, the issuance of the Identifier or the message confirming rejection of the Electronic Application for the issuance of an Identifier shall be transmitted no later than within 10 Business Days from the filing of the Application by the User, provided that the form attached to the Electronic Application has been properly completed and all the required documents have been attached. In the cases referred to in § 5 sub-para. 3 and 4, the deadline may be extended.
3. Electronic Applications for the issuance of an Identifier may be cancelled by Users until such time that the Identifier is issued. If an Application is cancelled before the Identifier is issued but after KDPW's bank account has been credited with the fee referred to in § 29 sub-para. 1 points 1 – 1d and point 3, KDPW shall return the fee to the User within 3 Business Days to the bank account from which it was paid.
4. Where an Application filed by an Agent concerns the issuance of an Identifier to more than one legal entity, following verification, KDPW may accept the Application to the extent of a legal entity or entities whose data presented in the Application have been verified as eligible. The Application shall be rejected to the extent of other entities.
5. Verification of an Electronic Application referred to in sub-para. 1 shall without limitation include a check of the following:
  - 1) whether all mandatory fields of the form referred to in § 12 sub-para. 2 have been filled;
  - 2) whether a power of attorney referred to in § 14 sub-para. 3 or, in the case of an enforcement authority, a document confirming enforcement from the account of the Legal Entity has been attached to the form referred to in § 12 sub-para. 2;
  - 3) whether the legal entity concerned by the Electronic Application has not been issued an Identifier by KDPW or other Numbering Agency; for this purpose, the personal data of the User may be transferred to a Numbering Agency other than KDPW, including Numbering Agencies in third countries, referred to in Article 7(7) of the Personal Data Protection Act of 29 August 1997 (Journal of Laws of 2014, item 1182, as amended);
  - 4) whether the User is not a consumer within the meaning of the Civil Code;
  - 5) whether the data of the Legal Entity to which KDPW is to issue an Identifier entered in the Electronic Application match the data published in the relevant register for the Legal Entity, and such verification shall be carried out on the basis and to the extent of data entered in such register;

- 6) whether the data of the Direct and Ultimate Parent entered in the Electronic Application match the data in the documents referred to in § 12 sub-para. 4 and 5 or in the declaration referred to in § 12 sub-para. 6.;
6. KDPW shall not verify the reasons for refusal to disclose Relationship Data and the data of the Direct and Ultimate Parent.
7. KDPW may reject an Electronic Application also for any reasons which prevent the verification of data contained in the Application.
8. Where an Electronic Application is rejected, KDPW shall notify the User of identified errors or irregularities which are the reason for the rejection of the Application.

#### § 16

1. KDPW shall issue an Identifier no later than on the next Business Day after the payment of the fee referred to in § 29 sub-para 1 points 1 – 1d and point 3. For Electronic Applications submitted by agents granted special authorisations referred to in § 5 sub-para. 5, the Identifier shall be issued immediately following positive verification of the Application.
2. KDPW shall notify a User of the issued Identifier and the period for which the fee has been paid in an electronic message. The Agent shall also give the Legal Entity a notification of the issued Identifier.

#### §17

1. The fee referred to in § 29 sub-para. 1 points 1 – 1d and point 3 shall be paid within 10 Business Days after receipt of the message referred to in § 15 sub-para. 1. In the absence of payment of the full amount of the fee within that deadline, the Electronic Application shall be rejected.
2. If a fee is paid in an amount that is less than the fee referred to in § 29 sub-para. 1 points 1 – 1d and point 3 within the deadline referred to in sub-para. 1, the deadline for payment of the fee in the full amount shall be extended by 2 Business Days. KDPW shall provide the User with an electronic message specifying the outstanding amount to be paid for the Agreement to be concluded, as well as the final deadline for payment of the fee in the full amount.
3. If a fee is paid in an amount that is greater than the fee referred to in § 29 sub-para. 1 points 1 – 1d and point 3, KDPW shall send the User an electronic message notifying of the surplus and transfer the surplus to the bank account from which the payment was made within 3 Business Days.
- 3a. In the case of Applications submitted by agents granted special authorisations referred to in § 5 sub-para. 5, the provisions of sub-para. 1 – 3 shall not apply. The fee shall be paid by the agent no later than the 21st day of the calendar month following the end of the billing period.

4. The date of payment of a fee shall be the date of crediting KDPW's bank account.

#### §17a

1. A legal entity which is a natural person for which the Agreement concerning Identifier Registration and maintenance is not of professional nature, as derived without limitation from the object of its economic activity, disclosed in accordance with the regulations concerning the Central Register and Information on Economic Activity (CEiDG), may withdraw from the Agreement concerning Identifier Registration and maintenance within 14 days after the Registration of an Identifier by KDPW in the User's Online Account.
2. To exercise the right to withdraw from the Agreement, the legal entity shall deliver its declaration of withdrawal from the Agreement by registered mail at the address of KDPW. The declaration shall contain grounds to the effect that the Agreement concerning Identifier Registration and maintenance is not of professional nature for the legal entity, as well as supporting documents, in particular a copy of the entity's entry in CEiDG.
3. In the case of withdrawal, KDPW shall return the fee within 14 days after receipt of the withdrawal declaration to the bank account from which the fee was paid.

### Chapter 7 PROCESSING IDENTIFIERS

#### §18

1. After logging in an Online Account, a User may access data of Identifiers registered under Electronic Applications filed by the User, as well as data of legal entities to which such Identifiers have been issued.
2. As part of Identifier processing, a User may do the following:
  - 1) renew an Identifier;
  - 2) update the Reference Data of a Legal Entity whose Identifier has been registered;
  - 3) transfer an Identifier;
  - 4) change the User;
  - 5) cancel the Identifier as a result of the legal entity being taken over by another entity or discontinuing its economic activity.
3. Identifiers shall be processed using a relevant form through the Online Application.

4. The orders referred to in sub-para. 2 point 2 – 5 may be cancelled by Users until such time that they receive an order confirmation message.

#### § 19

1. Within the term of validity of an Identifier, KDPW may periodically verify the Reference Data of a legal entity whose Identifier has been registered by KDPW to the extent referred to in § 15 sub-para. 5. KDPW shall not verify Relationship Data and the data of the Direct and Ultimate Parent of its own initiative without having received a report concerning Reference Data.
2. Information on identified errors or irregularities shall be notified to the User holding the Online Account in which the Identifier has been registered.
3. KDPW may single-handedly modify Reference Data in the event of positive verification of information about the legal entity being struck off the relevant register or in the event of discontinuation of the legal entity under the applicable legislation.
4. In the event of a received notification concerning reference data, KDPW shall verify the notification and notify the User of the notification and the mode of its execution, in particular request the User to modify the Reference Data. Reference Data shall be verified on the terms laid down in § 21 sub-para. 4.

#### § 20

1. For Identifiers registered in an Online Account of an Agent, KDPW shall notify the Legal Entity represented by the Agent, at the email address provided by the Agent in the form, of the following:
  - 1) filing of an Electronic Application on behalf of the legal entity together with the Reference Data of the legal entity provided by the Agent;
  - 2) Identifier Registration;
  - 3) upcoming renewal date of the Identifier;
  - 4) renewal or non-renewal of the Identifier;
  - 5) notification by the Agent that the power of attorney has been revoked by the legal entity.
2. A legal entity represented by an Agent may notify KDPW directly of any errors or irregularities in data referred to in sub-para. 1.
3. KDPW shall notify the Agent of any errors or irregularities in data referred to in sub-para. 1 as notified by the legal entity.

4. The Agent shall take measures to clarify any errors or irregularities with the represented legal entity and to eliminate them upon making arrangements with the entity.

## Chapter 8 UPDATING DATA

### § 21

1. Legal entities shall ensure that their Reference Data are up to date, and update Reference Data regularly upon any change of the Reference Data within the term of the Agreement.
2. Legal Entities shall review their Reference Data at least once per year before the renewal date of the Identifier, even if the fee for such renewal has already been paid in accordance with § 29 sub-para. 1 points 1a – 1d or points 2a – 2d.
3. Data referred to in sub-para. 1 shall be updated by the User in whose Online Account the Identifier is registered, by completing and sending the relevant form through the Online Application.
4. KDPW shall verify data entered in the form. The data of the Legal Entity entered in the relevant register for the Legal Entity shall be verified to the extent and on the basis of data published in the register. The data of the Direct and Ultimate Parent shall be verified by checking whether the data entered in the form match the data of the Parents in the documents referred to in § 12 sub-para. 4 and 5 or in the declaration of the Legal Entity referred to in § 12 sub-para. 6. KDPW shall not verify the reasons for refusal to disclose Relationship Data and the data of the Direct and Ultimate Parent
5. Following verification of entered data, KDPW shall send a message confirming acceptance or rejection of the update form to the User.

## Chapter 9 RENEWING IDENTIFIERS

### § 22

1. No later than 6 weeks before the expiry date of an Identifier, KDPW shall transmit an electronic message notifying the User of the need to renew the Identifier and the system supporting the provision of the Service shall generate an automatic electronic renewal order in the User's Account. If the renewal of an Identifier for the next year has already been paid in accordance with § 29 sub-para. 1 points 1a – 1d or points 2a – 2d, then the User shall be notified of the issuance of a renewal order, the results of verification of the Reference Data of the Legal Entity, and the approval of the order resulting in the renewal of the Identifier.
2. If the renewal of an Identifier using an automatic renewal order fails, then in order to renew the Identifier, the User shall complete and send a relevant form in the Online Application.

- 2a. If the fee for the next year of renewal of an Identifier has not yet been paid, the User renewing the Identifier shall specify in the renewal order one of the fees referred to in § 29 sub-para. 1 points 2a – 2d to be paid by the User; in the case of an automatic renewal order, the User who wishes to pay one of the renewal fees in subsequent years, referred to in § 29 sub-para. 1 points 2a – 2d, shall reject the automatic order and independently place a renewal order specifying the fee to be paid by the User. A User who accepts an automatic renewal order shall only pay the renewal fee referred to in § 29 sub-para. 1 point 2 for the next year.
3. KDPW shall check, to the extent and on the basis of data published in the relevant register of the Legal Entity, the Reference Data of the Legal Entity whose Identifier is to be renewed. The data of the Direct and Ultimate Parent shall be verified by checking whether the data entered in the form match the data of the Parents in the documents referred to in § 12 sub-para. 4 and 5 or in the declaration of the Legal Entity referred to in § 12 sub-para. 6. If the Identifier is registered in an Agent's Account, the verification shall also include the data of the Agent and its authorisation to act on behalf of the Legal Entity. KDPW shall not verify the reasons for refusal to disclose Relationship Data and the data of the Direct and Ultimate Parent.
4. Following positive verification of a renewal order, KDPW shall send an electronic message notifying the User that the Identifier will be renewed upon the payment of the fee referred to in § 29 sub-para. 1 points 2 – 2d and point 3 and the fee referred to in § 29 sub-para. 1 point 4, if due, unless the renewal has already been paid in accordance with § 29 sub-para. 1 points 1a – 1d or points 2a – 2d. Together with the message confirming positive verification of a renewal order, a pro-forma invoice shall be made available in the User's Account which specifies the amount of the fee due to KDPW, the form of payment and the due date. A pro-forma invoice is not a VAT invoice.
5. An Identifier shall be renewed on the expiration date of the Identifier, not later than the last Business Day before the expiration date of the Identifier, subject to the payment of the fee referred to in sub-para. 4, unless the renewal has already been paid in accordance with § 29 sub-para. 1 points 1a – 1d or points 2a – 2d. Payment of the fee after the expiration date of the Identifier shall result in renewal of the Identifier no later than the next Business Day following the day when the fee is paid.
6. If a fee is paid in an amount that is less than the required amount, the User shall receive an electronic message specifying the outstanding amount to be paid for the Identifier renewal order to be executed, as well as the final deadline for payment of the fee in the full amount.
7. If a fee is paid in an amount that is greater than the required amount, KDPW shall send the User an electronic message notifying of the surplus and transfer the surplus to the bank account from which the payment was made within 3 Business Days.
8. The date of payment of a fee shall be the date of crediting KDPW's bank account.
9. Users may cancel renewal orders until such time that the fee referred to in sub-para. 4 is booked in the IT system supporting the provision of the Service. If an order is cancelled after KDPW's bank

account has been credited, KDPW shall return the fee to the User to the bank account from which it was paid within 3 Business Days.

- 9a. For the renewal of an Identifier registered in the account of an Agent granted special authorisations referred to in § 5 sub-para. 5, the provisions of sub-para. 1 – 2, 2a, 4 – 7 and 9 shall not apply. In that case:
- 1) the agent shall issue a renewal order via the Online Application;
  - 1a) if the renewal fee for the next year has not yet been paid, the Agent shall specify in the renewal order one of the fees referred to in § 29 sub-para. 1 points 2 – 2d to be paid by the Agent;
  - 2) following positive verification of a renewal order, the Identifier shall be renewed on the expiry date of the Identifier or, if the verification takes place after the expiry date of the Identifier, no later than on the Business Day following positive verification of the order;
  - 3) a renewal order submitted by an agent may be cancelled until such time that the Identifier is renewed;
  - 4) a VAT invoice which specifies the amount of the fee due to KDPW in respect of the renewal of Identifiers in the billing period shall be made available in the agent's account immediately after the end of the billing period but not later than 7 days after the end of the billing period;
  - 5) the renewal fee shall be paid by the agent no later than the 21st day of the calendar month following the end of the billing period.
10. If an Identifier has been renewed, KDPW shall send the User an electronic message confirming renewal of the Identifier, which specifies the period for which the fee has been paid.
11. The provisions of § 12 and § 15 sub-para 2 and sub-para. 5 – 8 shall apply without limitation to renewals.

## Chapter 10 TRANSFERRING IDENTIFIERS

### § 23

Transfer of an Identifier shall involve the following:

- 1) Registration by KDPW of an Identifier registered by other Numbering Agency;
- 2) de-registration by KDPW of an Identifier which is being transferred to other Numbering Agency.

### § 24



1. An Electronic Application for Identifier Registration referred to in § 23 point 1 shall be filed by completing a form with data required in the form and sending the form through the Online Application. In the Electronic Application, the User shall specify without limitation the following: number of the Identifier to be registered in KDPW, name of the Numbering Agency from which the Identifier is being transferred.
2. KDPW shall only register an Identifier after KDPW has received confirmation of the transfer of the Identifier from the Numbering Agency which maintains the Identifier.
3. To the extent not governed by sub-para. 1 – 2, the provisions of Chapter 5 and Chapter 6 shall apply accordingly to the Identifier Registration, excluding than the provisions concerning payment of a fee for the issuance of an Identifier.
4. Identifier Registration pursuant to sub-para. 1 – 3 shall not involve any change of the number of the Identifier.
5. The expiration date of an Identifier registered by KDPW following its transfer from other Numbering Agency shall be the renewal date of the Identifier in such other Numbering Agency.

#### § 25

1. An Identifier referred to in § 23 sub-para. 2 shall be de-registered upon KDPW's receipt of matching transfer requests filed by the User and the Numbering Agency to which it is to be transferred. Unless the User objects within 3 days of KDPW's notification of the requested de-registration of an Identifier, the transfer shall be made without the User's request.
2. A User's Identifier transfer request shall be filed by completing and sending the relevant form in the Online Application.
3. An Identifier shall be de-registered by KDPW to be transferred to other Numbering Agency by means of KDPW designating the Identifier as transferred out together with the designation of the Numbering Agency to which it has been transferred.
4. The scope of data disclosed to the Numbering Agency to which an Identifier is being transferred shall only include the data of the legal entity disclosed in the relevant register in which the entity is registered. Furthermore, Relationship Data and the data of the Direct or Ultimate Parent, provided that the Legal Entity has disclosed such data, or information about the reason for refusal to disclose such data, specified in the form, shall be disclosed as well.
5. In special justified cases, an Identifier may be transferred to other Numbering Agency at the request of the GLEIF. The GLEIF may also request the transfer of an Identifier directly to its database.

Chapter 11  
CHANGING USERS

§ 26

1. A User handling an Identifier may be changed by means of changing the Agent or by registering the Identifier in the Account of a legal entity and deleting it from the Account of the Agent or by registering the Identifier in the Account of an agent and deleting it from the Account of the legal entity.
2. A User change request shall be filed by the User in whose Account the Identifier is to be registered by completing and sending the relevant form in the Online Application. An Agent which is an enforcement authority shall attach to the User change request a document confirming enforcement from the legal entity's account.
3. Following verification of a request, KDPW shall register the Identifier in the Online Account of the requesting User.
4. Change of User shall not change the KDPW Identifier Registration status or the renewal date of the Identifier.

Chapter 12  
TERMINATION OF THE AGREEMENT

§ 27

1. The Agreement shall be terminated upon the de-registration of the Identifier by KDPW as a result of the following:
  - 1) transfer of the Identifier to other Numbering Agency or to the GLEIF, in particular in the event that KDPW no longer holds the Numbering Agency status;
  - 2) winding up of the legal entity; in that case, the Identifier may be de-registered in KDPW at the request of the User or by KDPW acting on its own initiative;
  - 3) determination that the legal entity holds an Identifier registered in other Numbering Agency.
2. KDPW may terminate the Agreement effective immediately if:
  - 1) KDPW no longer holds the status of numbering agency due to termination of the agreement with the GLEIF;
  - 2) the User is in gross breach of obligations under the Agreement and the breach cannot be remedied or it is not remedied within the period set by KDPW for the breach to be remedied.

In such cases, KDPW shall have no liability for any damage caused by the termination of the Agreement, unless it is caused by wilful action.

3. KDPW may terminate the Agreement with a notice of one month if the obligation referred to in § 21 sub-para. 1 or 2 is not met. The Agreement shall expire at the end of the period of notice unless the User updates the Reference Data within such period.

## Chapter 13 PUBLISHING DATA

### § 28

1. The data of a legal entity whose Identifier has been registered by KDPW and – as of the day of transmission to the User of a message confirming acceptance of an Electronic Application – the data of the entity covered by the Application shall be public.
2. KDPW shall disclose the date of a legal entity to the GLEIF immediately upon the registration of an Identifier or any change of Reference Data.
3. KDPW shall publish the data referred to in sub-para. 1 on its website.
4. Data published pursuant to sub-para. 2 and 3 shall be updated by KDPW on an on-going basis according to data updates made by Users pursuant to Chapter 8.
5. By entering Relationship Data and the data of the Direct or Ultimate Parent in the form referred to in § 12 sub-para. 2, the User declares that all entities concerned by such data have given their consent for:
  - 1) disclosure of such data to KDPW and publication of such data by KDPW on its website,
  - 2) disclosure of such data by KDPW to the GLEIF and the ROC and publication of such data by the GLEIF, and
  - 3) disclosure of such data by KDPW and the GLEIF to other numbering agencies, subject to sub-para. 6.
6. No Relationship Data or data of the Direct and/or Ultimate Parent which holds no Identifier shall be published by KDPW on its website.

## Chapter 14 FEES

### § 29

1. KDPW shall charge Users with fees as follows:

- 1) for issuance of an Identifier – one-off fee of PLN 230 net;
  - 1a) for issuance of an Identifier and for renewal of an Identifier for a second subsequent year – one-off fee of PLN 400 net;
  - 1b) for issuance of an Identifier and for renewal of an Identifier for a second and third subsequent year – one-off fee of PLN 570 net;
  - 1c) for issuance of an Identifier and for renewal of an Identifier for a second, third and fourth subsequent year – one-off fee of PLN 720 net;
  - 1d) for issuance of an Identifier and for renewal of an Identifier for a second, third, fourth and fifth year – one-off fee of PLN 850 net;
  - 2) for renewal of an Identifier – annual fee of PLN 220 net;
  - 2a) for renewals of an Identifier in two subsequent years – one-off fee of PLN 400 net;
  - 2b) for renewals of an Identifier in three subsequent years – one-off fee of PLN 570 net;
  - 2c) for renewals of an Identifier in four subsequent years – one-off fee of PLN 720 net;
  - 2d) for renewals of an Identifier in five subsequent years – one-off fee of PLN 850 net;
  - 3) for fees paid to the GLEIF – fee charged together with the fee for issuance of an Identifier or fee for renewal of an Identifier in the PLN equivalent of the USD fee paid by KDPW to the GLEIF for each maintained Identifier as at the date of calculating the fee, subject to sub-para. 2;
  - 4) for renewal of an Identifier after its expiration date – special fee referred to in sub-para. 3, subject to § 34 sub-para. 6.
2. The fee referred to in sub-para. 1 point 1 charged to an agent granted special authorisations referred to in § 5 sub-para. 5 shall be reduced by a discount of:
    - 1) 5% of the total amount of fees charged in the billing period in respect of the issuance of Identifiers if the number of issued Identifiers is from 10 to 20;
    - 2) 7.5% of the total amount of fees charged in the billing period in respect of the issuance of Identifiers if the number of issued Identifiers is from 21 to 40;
    - 3) 10% of the total amount of fees charged in the billing period in respect of the issuance of Identifiers if the number of issued Identifiers is 41 or more.
  - 2a. The fee referred to in sub-para. 1 point 2 charged to an agent granted special authorisations referred to in § 5 sub-para. 5 shall be reduced by a discount of:

- 1) 5% of the total amount of fees charged in the billing period in respect of the renewal of Identifiers if the number of renewed Identifiers is from 10 to 20;
  - 2) 7.5% of the total amount of fees charged in the billing period in respect of the renewal of Identifiers if the number of renewed Identifiers is from 21 to 40;
  - 3) 10% of the total amount of fees charged in the billing period in respect of the renewal of Identifiers if the number of renewed Identifiers is 41 or more.”;
- 2b. The amount of the discount calculated according to sub-para. 2 and 2a shall be rounded upwards to a full zloty. Identifiers for which the fee referred to in sub-para. 1 points 1a – 1d or points 2a – 2d, respectively, has been paid shall be excluded from the calculation of the discount due to an Agent, referred to in sub-para. 2 and 2a.
- 2c. The billing period referred to herein shall be understood as a calendar month or, if the Agreement with the User is signed on any day other than the first day of a calendar month, those days of the calendar month when the Agreement is in force.
- 2d. The KDPW Management Board may, for a determined period of time, set rates of discounts and quantities of Identifiers other than those defined in sub-paragraph 2 and 2a.
3. If an Identifier which is being renewed was not valid on the last day of the calendar quarter preceding the renewal date, the User shall pay an additional fee in the amount equal to:
    - 1)  $\frac{1}{4}$  of the fee referred to in sub-para. 1 point 3 applicable at the date of calculation of the fee for renewal of the Identifier multiplied by
    - 2) the number of quarters at the end of which the Identifier was not valid, but not more than the number of quarters defined by the GLEIF in the Master Agreement concluded with KDPW; this parameter is published on the KDPW website.
  4. KDPW shall determine the amount of the fee referred to in sub-para. 1 point 3 based on the monthly weighted average USD exchange rate published by the National Bank of Poland in the month preceding the month in which the fee is being determined. The amount converted from USD to PLN shall be rounded off upwards to one full PLN.
  5. The amount of the fee referred to in sub-para. 1 point 3 shall be determined in advance for each calendar quarter and published on the website no later than 14 days before the end of the calendar quarter preceding the quarter in which the fee applies.
  6. Fees shall be charged on the day when KDPW accepts the User’s application for issuance or renewal of an Identifier, subject to § 17 sub-para. 3a.
  7. The fees shall only be paid in the Polish zloty. An Agent granted special authorisations referred to in § 5 sub-para. 5, established outside the Republic of Poland, may also pay fees in British pounds

(GBP), US dollars (USD), and euros (EUR). The amount of a payment shall be converted from the Polish currency to a foreign currency at the mid-rate of the National Bank of Poland as at the invoice date.

8. KDPW shall review charged fees before the end of each calendar year.
9. The User shall incur no cost of opening and maintenance of an Online Account.
10. In the event referred to in § 27 point 3, KDPW shall reimburse the User for all paid fees.
11. If an Identifier is renewed for a legal entity which was wound up before the renewal date, KDPW shall reimburse the User for the fee paid for the renewal.
12. Fees paid in accordance with sub-para. 1 points 1a – 1d or points 2a – 2d shall be non-refundable irrespective of the date of termination of the Agreement according to § 27, subject to § 15 sub-para. 3.

#### § 30

1. Invoices for fees for the issuance and renewal of Identifiers shall be issued pursuant to the applicable legislation.
2. An invoice for a payment made shall be available to a User only in its Online Account. A User shall be notified that an invoice is available in an electronic message or e-mail. The provisions of the second sentence shall not apply in the case of agents granted special authorisations referred to in § 5 sub-para. 5.

### Chapter 15 PERSONAL DATA PROTECTION

#### § 31

1. KDPW is the controller of personal data processed in connection with the provision of the Service.
2. Personal data shall be processed in keeping with all security measures required under the law and in compliance with all applicable legislation including 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, and repealing Directive 95/46/EC (“General Data Protection Regulation”) (OJ L 119 of 2016, p. 1).

### Chapter 16 GOVERNING LAW

#### § 32

1. The law governing the obligations under the Agreement shall be the law of Poland.
2. Any disputes as may arise in connection with the Agreement shall be resolved by a court with jurisdiction over KDPW.

Chapter 17  
AMENDMENT OF THE RULES

§ 33

1. The Rules and any amendment thereof shall be published on the KDPW website.
2. KDPW reserves the right to amend the Rules. Amendment shall take effect no earlier than 5 days after publication of the amended Rules on the KDPW website.

Chapter 18  
TRANSITIONAL PROVISIONS

§ 34

1. The Rules of Registration and Maintenance of Legal Entity Identifiers by the Central Securities Depository of Poland, approved in Resolution No 106/14 of the KDPW Management Board of 4 February 2014, as amended by Resolution No 702/15 of the KDPW Management Board of 22 October 2015, shall become null and void on the effective date of these Rules.
2. The provisions of these Rules shall apply in matters opened before the effective date of these Rules, subject to sub-para. 3.
3. In matters concerning the issuance or renewal of an Identifier where the User received, before effective date of these Rules, a KDPW message which specifies the amount of the due fee, the User shall pay the fee for the issuance
4. Agreements concluded in accordance with the Rules referred to in sub-para. 1, shall remain in force. The provisions of these Rules shall apply to such Agreements.
5. Identifiers registered by KDPW before the date of KDPW's accreditation by the GLEIF shall become LEIs as of the accreditation date.
6. These Rules shall enter into force on 21 May 2016 with the exception of § 2 and § 29 sub-para. 1 point 4 and sub-para. 3. The effective date of those provisions will be published on the KDPW website no later than 14 days before such date.