

## **TERMS AND CONDITIONS OF COMMUNICATION WITH THE DERIVATIVES TRADE REPOSITORY**

### **§ 1**

These terms and conditions shall apply in legal relations arising from:

- 1) a trade repository participation agreement concluded with a participant under the Derivatives Trade Repository Rules (hereinafter the "Rules");
- 2) a non-disclosure agreement concluded with a KUR.

### **§ 2**

Whenever the following terms are used in these terms and conditions:

- 1) terms and conditions – this shall be understood to mean these Terms and conditions of communication with the derivatives trade repository;
- 2) participant – this shall be understood to mean an entity which has concluded a participation agreement with KDPW under the Rules;
- 3) KUR – this shall be understood to mean an entity which is a party to a non-disclosure agreement concluded with KDPW, authorised by a participant to access details of derivatives contracts to which the participant is a party;
- 4) access application – this shall be understood to mean an application enabling access to a KDPW Group application based on a single sign-on (SSO), available on the website of KDPW and of KDPW's subsidiary;
- 5) trade repository application – this shall be understood to mean the IT system used in the derivatives trade repository service, enabling the exchange of information or messages using data transmission;
- 6) U2A – this shall be understood to mean a graphical user interface supporting manual exchange of data with the trade repository application;
- 7) A2A – this shall be understood to mean a communication interface supporting automated exchange of data between the trade repository application and a participant's application;
- 7a) server – this shall be understood to mean the KDPW server to which participants send contract reports;
- 8) direct communication with the trade repository – this shall be understood to mean actions referred to in § 10 subpara. 1 of the Rules carried out in the trade repository application;
- 9) KDPW – this shall be understood to mean the company Krajowy Depozyt Papierów Wartościowych S.A.;
- 10) KDPW Group – this shall be understood to mean KDPW and the subsidiaries of KDPW.

### **§ 3**

1. The communication interfaces of the trade repository application available to participants include U2A and A2A. Participants may also transmit messages in a format other than the native format of the trade repository application to a dedicated server.
  - 1a. If a participant transmits a report in a format other than the native format of the trade repository application, KDPW shall convert the format to the native format of the application before the trade repository application accepts the report.

2. KDPW does not provide programming components to participants necessary to develop trade repository communication applications.
3. The only communication interface of the trade repository application available to KUR is U2A.

#### **§ 4**

1. Communication with KDPW via U2A is available through an access account in the access application. The terms and conditions of opening access accounts and granting access to persons authorised by the participant/KUR to communicate with KDPW and the terms and conditions of communication with KDPW are laid down in the Rules of access to the IT systems of Krajowy Depozyt Papierów Wartościowych approved in a resolution of the KDPW Management Board.
2. Communication with KDPW via U2A is established on the terms and conditions laid down in the Rules referred to in subpara. 1.
3. Communication with KDPW via the server is established provided that the participant submits an application for access rights. The server connection is configured after the participant's right to use the communication channel is verified.

#### **§ 5**

1. Persons authorised by a participant/KUR may have access to the trade repository application as:
  - 1) user – the authorised person has access to direct communication with the trade repository; or
  - 2) administrator – the authorised person has access to granting and revoking other persons' permissions to communicate directly with the trade repository by granting or revoking, respectively, their access to the trade repository application.
2. Only KDPW may accept or reject requests for administrator access.
3. To accept a request for access of the first administrator authorised by a KUR, in addition to the fulfilment of the conditions laid down in the Rules of access to the IT systems of Krajowy Depozyt Papierów Wartościowych, KDPW must receive the original counterpart of the statement referred to in § 18 subpara. 2 of the Rules. If so agreed with KDPW, the statement may be presented as a scan.
4. Subject to subpara. 5, requests for access to direct communication with the trade repository as user shall be accepted or rejected only by an administrator appointed by a participant/KUR.
5. Requests for access to the trade repository application as user presented by a person who is an administrator established for a participant/KUR shall be accepted or rejected by KDPW, unless another administrator is established.
6. Only KDPW may revoke access of a person acting as administrator.
7. Access of a person acting as user may only be revoked by the administrator appointed by the participant/KUR.
8. The participant/KUR shall authorise at least one person to act on its behalf as administrator.

#### **§ 6**

To communicate with KDPW via A2A, a participant must download an electronic certificate. The terms

and conditions of downloading and using electronic certificates are laid down in the Rules of access to the IT systems of Krajowy Depozyt Papierów Wartościowych approved in a resolution of the KDPW Management Board.

#### **§ 7**

1. If a participant is to receive a reply message from the trade repository application, such message shall be transmitted via the same communication channel as that used by the participant to transmit to KDPW the message concerned by the reply.
2. Submission of a reply message to a participant shall be understood to mean that such message is presented in the trade repository application or, if the participant has established an A2A or server connection, that such message is presented in A2A or on the server, respectively

#### **§ 8**

1. The Rules of access to the IT systems of Krajowy Depozyt Papierów Wartościowych referred to in § 4 and § 6, approved in a resolution of the KDPW Management Board, are incorporated into these terms and conditions by reference.
2. By concluding a participation agreement or a non-disclosure agreement, a participant or a KUR, respectively, accept the Rules referred to in subpara. 1.

#### **§ 9**

1. These terms and conditions and any amendment hereof shall be made available to participants and KURs by publishing them on the KDPW website no later than 2 weeks before the effective date.
2. Any amendment of these terms and conditions and its effective date shall be notified to participants/KURs.
- 2a. Information concerning an amendment of the terms and conditions delivered by email at the email address of the person authorised by the participant to have access to the trade repository application shall be deemed effectively delivered to such participant.
3. If a participant/KUR refuses to accept an amendment of the terms and conditions, the participant/KUR may terminate the service participation agreement/non-disclosure agreement subject to the conditions of termination.
4. Unless a participant/KUR terminates the participation agreement according to subpara. 3, the participant/KUR shall be deemed to accept the amendment of the terms and conditions if notified according to subpara. 1 and 2.