KDPW

consolidated text effective as of 4 November 2026,
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No 35/533/13 dated 5 December 2013 and No 1/538/14 dated 8 January 2014, effective as of 23 January 2014,
No 25/562/14 dated 31 October 2014, effective as of 1 December 2014,
No 17/586/15 dated 9 April 2015, effective as of 1 May 2015,
No 35/604/15 dated 13 October 2015, effective as of 2 November 2015,
No 16/625/16 dated 21 June 2016, effective as of 1 August 2016,
No 44/681/17 dated 26 September 2017, effective as of 30 October 2017,
No 12/780/19 dated 8 April 2019, effective as of 1 January 2020,
No 10/827/20 dated 30 January 2020, effective as of 1 April 2020,
No 78/895/20 dated 16 December 2020, effective as of 1 January 2021,
No 4/891/21 dated 10 March 2021, effective as of 1 April 2021 and 10 April 2021 (§ 2 subpara. 2 piont 5, § 12 subpara. 6),
No 26/1005/23 dated 20 September 2023, effective as of 1 January 2024
No 18/1027/24 dated 5 April 2024, effective as of 29 April 2024 and 1 May 2024 (Table of Fees)
No 69/1078/2024 dated 13 December 2024, effective as of 6 January 2025
No 35/1154/26 dated 19 October 2026, effective as of 4 November 2026

DERIVATIVES TRADE REPOSITORY RULES

Chapter 1
General provisions

§ 1

The *Derivatives Trade Repository Rules*, hereinafter the "rules," set out the rules of provision of trade repository services by KDPW.

§ 2

1. Whenever the provisions of the rules refer to:
   1) contract/derivative contract - this shall be understood to mean a derivative instrument referred to in Article 2(5) of EMIR or a position arising from such derivative instrument;
   2) counterparty - this shall be understood to mean an entity which is a party to a derivative contract reported to the trade repository;
   3) report/contract report - this shall be understood to mean information provided to the trade repository containing a notification of a made derivative contract, a notification of an amended notification of a derivative contract, or a notification of termination of a derivative contract;
   4) KDPW – this shall be understood to mean the company Krajowy Depozyt Papierów Wartościowych S.A. (Central Securities Depository of Poland);
   5) repository/trade repository - this shall be understood to mean a system for collecting and maintaining data of derivative contracts, organised and operated by KDPW;
   6) The EMIR Trade Repository application – this shall be understood to mean the application used for electronic communication with KDPW as part of the service provided by the derivatives trade repository, enabling the exchange of messages between a participant and KDPW by means of data transmission;
   7) GUR - this shall be understood to mean a general reporting participant;
   8) ZUR - this shall be understood to mean an ordinary reporting participant;
   8a) IUR – this shall be understood to mean an individual reporting participant;
   9) PUR - this shall be understood to mean an indirect repository participant;
   10) KUR - this shall be understood to mean an entity having access to information of derivative contracts under the second sentence of Article 78(7) of EMIR, the participant's consent and under a non-disclosure agreement signed with KDPW;

11) entity responsible for reporting - this shall be understood to mean an entity that is required by law to report to a trade repository on behalf of a counterparty;
12) authorised entity - this shall be understood to mean an entity authorised to communicate with the trade repository being a participant or an entity holding KUR status;
13) business day – this shall be understood to mean any day of the week other than a Saturday, Sunday or day designated by the European Central Bank as a day on which TARGET does not operate;
14) EMIR - this shall be understood to mean Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories (Official Journal of the European Union L 201 of 27.07.2012, page 1);

2. KDPW publishes information on its website concerning the following:
   1) a detailed procedure of reporting to the trade repository and the procedure of correcting derivative contract reports;
   2) the mode of access to trade repository data;
   3) the scope and format of messages indicating that the reporting participant has been authorised by the entity responsible for reporting or by the counterparty to report on their behalf.
3. A repository participant shall report in accordance with the requirements regarding the scope, time limits and format of data reported to the trade repository set out in applicable legislation and documents published by the European Securities and Markets Authority (ESMA) pursuant to that legislation..

Chapter 2
Authorised entities

§ 3

1. Eligible as a repository participant is a counterparty or an entity responsible for reporting or an entity authorised by a counterparty or by an entity responsible for reporting to report to the trade repository.
2. The following participation types shall apply:
   1) general reporting participant – repository participant authorised to:
      a) report to the trade repository contracts to which it is a party or to which an entity for whose reporting it is responsible is a party or report on behalf of another counterparty, including reporting contracts to which the participant is not a party,
      b) access data of derivative contracts reported by that participant or derivative contracts to which it is a party,
      c) correct reported contracts to which it is a party in the mode referred to in § 14 sub-para. 2;
   2) ordinary reporting participant – repository participant authorised to:
      a) report to the trade repository contracts to which it is a party or report on behalf of a counterparty being the other party to that participant's own trade,
      b) access data of derivative contracts reported by that participant or derivative contracts to which it is a party,
      c) correct reported contracts to which it is a party in the mode referred to in § 14 sub-para. 2;
   3) individual repository participant – repository participant authorised to:
      a) report to the trade repository contracts to which it is a party only on its own behalf,
      b) access data of derivative contracts to which it is a party,
      c) correct reported contracts to which it is a party in the mode referred to in § 14 sub-para. 2.
   4) indirect repository participant – participant not reporting to the trade repository, who is a counterparty or an entity responsible for reporting, and authorised to:

a) access data of derivative contracts to which it is a party or to which an entity for whose reporting it is responsible is a party,
b) correct reported contracts to which it is a party in the mode referred to in § 14 sub-para. 2.

§ 4

1. An entity seeking the status of repository participant shall submit a declaration of the intention to sign a relevant agreement in the form of an application addressed to KDPW in writing or electronically (as a document signed with a qualified electronic signature).
2. The application referred to in sub-para. 1 shall specify:
   1) the participation type which the applicant is seeking;
   2) the applicant's LEI;
   3) /deleted/
   4) a declaration to the effect that the applicant is familiar with the content of the rules and the information referred to in § 2 sub-para. 2, and that it undertakes to act in accordance with their content;
   4a) a declaration to the effect that the applicant shall report in accordance with the requirements regarding the scope, time limits and format of data reported to the trade repository set out in applicable legislation and documents published by the European Securities and Markets Authority (ESMA) pursuant to that legislation;
   5) a declaration concerning the place of establishment or the fixed establishment, for which the participation agreement is concluded, 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 of the European Union L 77 of 23.03.2011), including the applicant's tax identifier;
   6) a declaration whether the applicant will, in connection with obtaining the status of a trade repository participant, transfer to KDPW the details of contracts reported to a trade repository other than KDPW;
   7) a declaration indicating the counterparty status under EMIR (non-financial counterparty, financial counterparty, CCP, other counterparty).
3. The following shall be appended to the application referred to in sub-para. 1:
   1) a valid copy or extract from the relevant register and, where the applicant is not required to be entered into a relevant register, a copy of entry in the register of businesses or other document which identifies the applicant;
   2) copies of powers of attorney and a card of sample signatures of duly authorised representatives of the applicant - where the authority to represent the applicant is not entered in the document referred to in point 1.
4. Subject to the provisions of subpara. 5, the documents referred to in subpara. 3 shall be submitted by the applicant as originals, in written hard-copy or electronic form (in the form of a document containing a qualified electronic signature), or as a duly authenticated copy of the original in accordance with the applicant's corporate representation rules.
5. The applicant may in addition submit the documents referred to in subpara. 3 as electronic scans to an email address specified by KDPW. In such instances, the applicant shall provide KDPW with a declaration naming the person authorised to submit such documents, as well as that person's email address. The declaration should be submitted in written form as hard-copy, or by electronic means (in the form of a document containing a qualified electronic signature).
6. In the case referred to in sub-para. 5, the applicant shall configure its email, including spam filters, and ensure its technical support to the extent necessary to send documents to the email address specified by KDPW. In the event of any problems with the transmission of documents, the applicant

shall immediately notify KDPW of the problem and provide another email address or cancel the declaration submitted pursuant to sub-para. 5 and submit the documents pursuant to sub-para. 4.

§ 5

1. A participant shall immediately inform KDPW of any change of data contained in the application for a repository participation agreement application and documents appended thereto. The provisions of § 4 sub-para. 4-6 shall apply accordingly.
2. The conclusion or termination of a participation agreement with an individually designated participant shall be determined by a resolution of the KDPW Management Board or a declaration of intent executed by authorized representatives.
3. Any amendment of an agreement relating to change of the type of participation shall come into force on the first day of the calendar month following the month when the KDPW made the decision to change the type of participation, subject to the provisions of subpara. 4.
4. The change of participation type from participation type PUR to a type specific for a reporting participant shall become effective on the date of the decision made by KDPW on the change of participation type. The change of participation type from one specific for a reporting participant to participation type PUR shall become effective on the first day of the calendar month following the month in which the last closed contract was reported by the participant to the trade repository.

§ 6

1. A trade repository participation agreement shall be concluded within 10 business days from the date the application is submitted to KDPW provided that the application and all appended documents meet the conditions specified herein. An agreement is formed by the matching declarations of the parties executed, respectively, by the applicant in the form of an application referred to in § 4 subpara. 1 and by KDPW through the decision referred to in § 5 subpara. 2.
2. Where a submitted application or appended documents require any amendment or addition, KDPW shall send to the applicant information about the required amendment or addition within 10 business days from the date of submission of the application. In that case, the time limit referred to in sub-para. 1 shall start on the day on which the applicant performed the relevant amendment or addition to the documents.
3. The information referred to in sub-para. 2 may be submitted by KDPW by email to the applicant's email address specified pursuant to § 4 subpara. 5.

§ 7

1. An applicant seeking KUR status shall file an application for a separate non-disclosure agreement with KDPW.
2. The following shall be appended by the applicant to the application referred to in subpara. 1:
   1) a valid copy or extract from the relevant register and, where the applicant is not required to be entered into a relevant register, a copy of entry in the register of businesses or other document which identifies the applicant;
   2) copies of powers of attorney and a sample signature card of duly authorised representatives of the applicant where the authority to represent the applicant is not entered in the document referred to in point 1;
   3) a declaration of the trade repository participant authorising the applicant to access information of derivative contracts to which the participant is a counterparty;
   4) a declaration concerning the place of establishment or the fixed establishment, for which the non-disclosure agreement is concluded, 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 of the European Union L 77 of 23.03.2011), including the applicant's tax identifier.

3. Subject to the provisions of subpara. 4, the documents referred to in subpara. 2 shall be submitted by the applicant as originals, in written hard-copy or electronic form (in the form of a document containing a qualified electronic signature), or as a duly authenticated copy of the original in accordance with the applicant's corporate representation rules.
4. The applicant may in addition submit the documents referred to in subpara. 2, points 1-2 as electronic scans to an email address specified by KDPW. In such instances, the applicant shall provide KDPW with a declaration naming the person authorised to submit such documents, as well as that person's email address. The declaration should be submitted in written form as hard-copy, or by electronic means (in the form of a document containing a qualified electronic signature).
5. In instances referred to in subpara. 4, the applicant shall configure its email, including spam filters, and ensure its technical support to the extent necessary to send documents to the email address specified by KDPW. In the event of any difficulties with the transmission of documents, the applicant shall immediately notify KDPW of the difficulty and provide in written form as hard-copy, or by electronic means (in the form of a document containing a qualified electronic signature), another email address or cancel the declaration submitted pursuant to subpara. 4 and submit the documents pursuant to subpara. 3.
6. An entity granted KUR status in the trade repository shall immediately inform KDPW of any change of data contained in the documents referred to in sub-para. 1 and 2. The provisions of subpara. 35 shall apply accordingly.
7. The provisions of § 6 shall apply accordingly.

§ 8

1. The documents referred to in § 4 and § 7, as well as other official documents, which are originally drawn up in the English language may be submitted to KDPW in the original language version. Where such documents are drawn up in another foreign language, they should be submitted in translation into Polish or into English prepared and authenticated by a sworn translator.
2. An application for a participation agreement and an application for a non-disclosure agreement should be submitted in Polish or in English.

§ 9

The law governing the evaluation of relations between KDPW and authorised entities to the extent of their participation agreements and non-disclosure agreements shall be Polish law.

Chapter 3 Communication with the trade repository

§ 10

1. Communication with the trade repository between an authorised entity and the trade repository shall include the following: 1) reporting of contracts;
   2) correcting of reports of contracts to which the participant is a party performed by the participant in the mode referred to in § 14 sub-para. 2; 3) accessing data of derivative contracts.
2. Available trade repository communication interfaces include:

1) for participants with the participation types GUR and ZUR - the U2A interface and the A2A interface;
2) for participants with the participation types IUR and PUR, as well as KUR – the U2A interface and the A2A interface available only through an output queue through which they can receive the type of messages dedicated to that queue.

3. The authorised entity shall gain access to the communication interfaces referred to in sub-para. 2 based on the four-character institution code assigned to it by KDPW. At the request of an authorised

entity that is a participant reporting to the trade repository, KDPW may assign it more than one institution code.

§ 10a

1. Communication with KDPW using the U2A interface takes place through the EMIR Trade Repository application interface, accessible via the Services Portal at https://online.kdpw.pl. The rules for obtaining access to the EMIR Trade Repository application by a person authorised by a participant or a KUR entity to act on its behalf, the rules for opening an access account by such a person and the rules for carrying out the authentication process are described in the Rules of access to the IT systems of KDPW, adopted by a separate resolution of the KDPW Management Board. The participant shall authorise at least one person to access the trade repository using the U2A interface.

2. Communication between participants and KDPW using the A2A interface takes place using a communication channel authenticated with an electronic certificate issued to the participant pursuant to the Rules for establishing electronic communication through system connections, adopted by a separate resolution of the KDPW Management Board. The method used to establish communication with KDPW using an electronic certificate is specified in these rules.

2a. Within the communication channel, authenticated by the certificate referred to in sub-para. 2, KDPW shall make available a pair of communication queues separately for each direction of communication, and an output queue dedicated exclusively to the reception of dedicated messages. The communication queues shall be assigned to entities authorised by KDPW, within the scope of their permissions. Messages not received shall be removed by KDPW from the output queues 100 hours after they have been delivered to the queue.

2b. The primary channel of communication with the trade repository is the U2A interface. KDPW shall deliver all output messages via the U2A channel and, in addition, via the A2A channel if the message to which the return message is linked has been transmitted via this channel.

3. The Rules of access to the IT systems of KDPW and the Rules for establishing electronic communication through system connections, referred to in subparas. 1 and 2, shall form an integral part of these Rules herein.

4. The conclusion of a participation agreement or a non-disclosure agreement by a KUR entity constitutes acceptance of the rules referred to in subparas. 1 and 2.

§ 11

1. If the U2A interface is used for communication with KDPW, a person authorised by the authorised entity may gain access to the EMIR Trade Repository application as either:

   1) a user - in instances where a person is authorised to communicate directly with KDPW on behalf of the authorized entity, or

   2) an administrator - in instances where a person is authorised to grant other persons, who have applied for access to the EMIR Trade Repository application as a user, authorisation to communicate directly with KDPW on behalf of the authorised entity, as well as to revoke such authorisations by, as appropriate, granting or revoking their access to the EMIR Trade Repository application.

2. When accessing the EMIR Trade Repository application, the authorised entity is obliged to authorise at least one person to act on its behalf in the application as an administrator.

3. Obtaining access by the first administrator acting on behalf of a KUR entity requires the submission to KDPW of the original declaration, referred to in § 18 subpara. 2.

4. Applications to obtain access to the EMIR Trade Repository application as an administrator on behalf of an authorised entity are accepted or rejected exclusively by KDPW, and applications to obtain such access as a user are accepted or rejected exclusively by a person authorised by this entity to act in this application as an administrator, subject to the provisions of subpara. 5.

5. An application to obtain access to the EMIR Trade Repository application as a user on behalf of an authorised entity, submitted by a person being the only person authorised to act on its behalf in this application as an administrator, shall be accepted or rejected by KDPW.

6. Access for a person authorised to act as an administrator in the EMIR Trade Repository application may only be revoked by KDPW.

7. Access for a person authorised to act as a user may be revoked by a person authorised by an entity authorised to act as an administrator, or by KDPW.

8. The provisions of sections 2–7 do not apply to an eligible entity that is simultaneously a direct participant of KDPW, as referred to in the Rules of the Central Securities Depository of Poland. In such cases, access to the EMIR Trade Repository application by a person acting in the role referred to in section 1(1) or (2), or revocation of such access for that person, is managed by a permissions administrator acting on behalf of the eligible entity, appointed in accordance with the agreement on direct participation in KDPW. However, access to the EMIR Trade Repository application for persons acting in the role referred to in section 1(1) may also be granted or revoked by the administrator referred to in section 1(2), provided that the eligible entity has appointed such an administrator.

Chapter 4 Reporting contracts and correcting reports

§ 12

1. A derivative contract report shall contain information identified in the required scope of data referred to in § 2 sub-para. 3 presented in the predetermined format.
2. Any failure to complete report fields which are required according to the required scope of data referred to in § 2 sub-para. 3 or any failure to comply with the required data format shall result in the report being rejected by the trade repository.
3. A participant shall use identification codes required by KDPW according to the required scope and format of data referred to in § 2 sub-para. 3 when reporting a derivative contract to the repository.

§ 12a

1. Reporting by a participant reporting on behalf of an entity responsible for reporting or counterparty requires prior transmission to the repository of the dedicated message referred to in § 2 sub-para. 2 point 3. The message should indicate the e-mail address of the entity granting authorisation to report on its behalf, to which KDPW shall forward information on how the entity confirms the participant's authorisation. A participant may not start reporting until KDPW has received confirmation of the participant's authorisation.
2. In order to obtain the confirmation of the authorisation referred to in sub-para 1, KDPW shall send information to the e-mail address provided by the participant in the message referred to in sub-para. 1 regarding the need to confirm the participant's authorisation through KDPW's dedicated application. The confirmation should be made within a period not exceeding 30 days from the date of transmission by the participant of the message referred to in sub-para. 1. After this deadline, confirmation of the authorisation on the basis of this message shall not be possible.
3. The participant referred to in sub-para. 1 shall inform the entity on whose behalf it is to start reporting of the need to confirm its authorisation to KDPW.

4. KDPW may, at any time, request from the participant or directly from the entity which has given it the authorisation, information or documents confirming the existence of this authorisation. KDPW may also delete from the EMIR Transaction Repository application the relationship between the participant and the entity on whose behalf it is reporting if it becomes aware that the relationship is no longer in force.

§ 13

1. A contract shall be reported to the repository according to Article 9 of EMIR..
2. A derivative contract shall be deemed to be reported at the time of acceptance of its notification by the trade repository unless the report is rejected after a performed check.
3. A reporting participant shall receive a return message confirming acceptance of a report to the trade repository or a message rejecting the report no later than required by law upon a check of the notification of the report performed by KDPW.
4. If a report of a derivative contract is submitted after 23:59:59 UTC, the report submission is deemed to have been received on the next business day.
5. In case of a failure of the trade repository application, KDPW may extend the time limit referred to in sub-para. 4.
6. KDPW reserves the right to introduce a technical break in the operation of the application.

§ 14

1. A participant being a party to a derivative contract reported by another reporting participant may correct a report of that contract.
2. Correction of a derivative contract report shall mean that the report is marked as erroneous in the trade repository.
3. KDPW shall notify a report correction made in the mode referred to in sub-para. 2 to the participant authorised to report the contract to the trade repository.
4. Having received a notification of a report correction, the participant referred to in sub-para. 3 shall agree the report modification mode with the participant who has made the correction.

§ 15

KDPW shall maintain a register of information concerning persons reporting derivative contracts and correcting reports in the mode referred to in § 14 sub-para. 2, the time of such notifications and their scope.

Chapter 5 Accessing and maintaining data of contracts

§ 16

KDPW shall maintain data of a derivative contract in accordance with Article 80(3) of EMIR for 10 years from the contract termination date.

§ 17

1. Access to data of a derivative contract shall be given only to the following:
   1) a counterparty or an entity responsible for reporting, provided that it is a repository participant;
   2) a repository participant reporting the contract on behalf of a counterparty or an entity responsible for reporting;
   3) an entity holding KUR status.

2. KDPW shall give access to data of derivative contracts reported to the trade repository to the authorities authorised under Article 81(3) of EMIR.
3. Entities referred to in sub-para. 1 shall have access to information of a derivative contract from the date of notification of a made contract until the expiry of a period of 10 years from the date of its termination, exclusively using the U2A interface. The content of the reports, feedback and messages transmitted by KDPW to authorised entities shall be available in this interface within 30 days of their posting in the application.

§ 18

1. KDPW may provide information of a derivative contract to an entity holding KUR status only with the consent of a counterparty being a repository participant.
2. Provision of a declaration by a participant to KDPW whereby the participant confirms that it has granted the entity named in the declaration the authorisation to access information of derivative contracts to which it is a party shall be tantamount to granting the consent referred to in sub-para. 1.
3. The consent referred to in sub-para. 1 may be cancelled only by the participant submitting a declaration cancelling the authorisation granted to the named entity to access information of derivative contracts to which the participant is a party. In the declaration, the participant may set a date as of which KDPW shall no longer give access to the entity holding KUR status to data of contracts to which the participant is a party. Otherwise, KDPW shall terminate access to such data immediately upon receipt of the declaration cancelling the authorisation.

Chapter 5a Verification of data in a report

§ 18a

1. In order to enable a counterparty or an entity responsible for reporting to perform the obligation referred to in Article 9 of EMIR, KDPW shall verify data contained in a derivative contract to the extent of their conformity with data provided by the other counterparty to the derivative contract to the KDPW trade repository or other trade repository.
2. KDPW shall make available information on reported derivative contracts in respect of each business day, including the reconciliation status of those contracts, as the case may be, to a counterparty that is a participant, an entity responsible for reporting that is a participant, a participant reporting on behalf of a counterparty or an entity responsible for reporting and an entity with KUR status. The scope, mode and form in which the information is made available are determined by law, the rules and the non-disclosure agreement.
3. Entities referred to in subpara. 2 shall not disclose or use such information other than in order to enable the counterparty or the entity responsible for reporting to perform the obligation referred to in Article 9 of EMIR.

Chapter 6
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Chapter 7
Liability

§ 24

1. KDPW shall ensure confidentiality and integrity of information reported to the trade repository.

2. KDPW shall provide authorised entities with a continuous and uninterrupted channel of communication with the trade repository.
3. KDPW shall have no liability for the content or truthfulness of information of derivative contracts reported to the repository.
4. KDPW shall have no liability for any loss incurred by an authorised entity in connection with any loss of an electronic certificate within its validity period.
5. Liability of KDPW for compensation of losses incurred by a repository participant, an entity responsible for reporting or a counterparty in connection with any inability to accept a derivative contract report for technical reasons shall be excluded unless such loss is caused by wilful misconduct or gross negligence.
6. KDPW shall be the administrator of personal data processed in connection with the operation of the repository. Data shall be processed exclusively for the purpose of operation of the repository and disclosure of information to authorised entities.
7. KDPW shall not use information received in contract reports or data processed on the basis of such information for commercial purposes.

Chapter 8 Disciplinary measures

§ 25 Disciplinary measures shall include:

1) a reprimand;
2) the fee referred to in § 26 sub-para. 2;
3) deprivation of participation.

§ 26

1. If a participant is in breach of the rules of participation in the repository through undue performance of obligations under the participation agreement, the Management Board of KDPW shall notify the participant of the breach and reprimand the participant and set a time limit for the breach to be eliminated.
2. If a participant fails to eliminate a breach within the time limit set according to sub-para. 1, the Management Board of KDPW may require the participant to pay a fee of PLN 20,000. Before any subsequent fee is levied, the Management Board of KDPW shall set a time limit for the breach to be eliminated.

§ 27

A resolution levying the fee referred to in § 26 sub-para. 2 shall be enforced within 10 days from its delivery to the participant.

§ 28

1. A participant that has been levied the fee referred to in § 26 sub-para. 2 may lodge an appeal with the Supervisory Board of KDPW within 7 days from the delivery of the resolution of the Management Board of KDPW. An appeal shall be lodged via the Management Board of KDPW.
2. Submission of an appeal shall not stay the enforcement of a resolution.

§ 29

1. Resolutions of the Supervisory Board of KDPW concerning an appeal shall be made not later than 3 months after an appeal has been lodged. Resolutions of the Supervisory Board of KDPW shall be final.

2. Any change of circumstances following the issue of a resolution of the Management Board of KDPW shall not be a reason to revoke the resolution of the Management Board of KDPW. In such case, the participant may request the Management Board of KDPW to re-examine the case.

§ 30

1. KDPW may terminate a participation agreement effective immediately (deprivation of participation) if a participant presents a risk to the proper operation of the repository or is in persistent and serious breach of obligations arising from the participation agreement.
2. The provisions of § 28 and § 29 shall apply accordingly to deprivation of participation.

Chapter 9 Terminating a participation agreement

§ 31

1. A repository participant may terminate a participation agreement with a notice of one month effective at the end of a calendar month, subject to sub-para. 3.
2. A participant's notice of termination of a repository participation agreement shall be null and void unless made in writing, or by electronic means (in the form of a document containing a qualified electronic signature).
3. If a reporting participant has active contracts in the trade repository at the effective date of termination, the participation agreement shall be terminated not earlier than the day when the last such contract is closed or the day when the details of such contracts are transferred to a trade repository other than KDPW.

§ 32

1. KDPW may terminate a participation agreement with a notice in case of liquidation of the trade repository business. An agreement shall be terminated as of the day on which KDPW provides the participant, in a manner agreed with it, with data of derivative contracts for which the participant is authorised, not earlier than 3 months and not later than 6 months after the date of termination of the agreement.
2. KDPW's notice of termination of a participation agreement shall be null and void unless made in writing, or by electronic means (in the form of a document containing a qualified electronic signature).

Chapter 10 Fees

§ 33

1. KDPW shall charge fees to repository participants.
2. The types, amount and terms and conditions of calculating and charging fees are set out in Appendix 1 to the rules, hereinafter "Table of Fees". All fees presented in the Table of Fees are net amounts.
3. Any amendments to the fees set in the Table of Fees made after charges under public law are determined for transactions from which such fees are charged shall not change the status of such fees as fees to which any charges under public law shall be added.
4. Entities obliged to pay fees shall pay these fees within the following deadlines:
   1 For monthly fees charged in arrears – on or before the 21 day of the month following the month for which the fee has been charged;
   2 For all remaining fees - on or before the 21st day of the calendar month following the month in which the activity, for which the fee has been charged, had been performed.

§ 34

1. An entity established outside the Republic of Poland may pay fees referred to in § 33 sub-para. 2 also in the euro, the US dollar, or the British pound.
2. For currencies referred to in subpara. 1, the amount of payment shall be converted from the Polish currency to the foreign currency at the average exchange rate of the National Bank of Poland on the invoice issue date.

§ 35

The Management Board of KDPW may, for a determinate period, reduce or waive fees referred to in the Table of Fees.

Chapter 11 Final provisions

§ 37

1. KDPW is entitled to make changes to the provisions of the rules and to the information referred to in § 2 subpara. 2. Changes to this information do not constitute changes to the provisions of the rules.
2. KDPW makes available to authorised entities the text of any changes to the provisions of the rules and to the information, referred to in § 2 subpara. 2, on its website no later than 14 days prior to the date of their entry into force.
3. Making changes to the rules requires notifying the authorised entity of the text of the amendments and the date of their entry into force.
4. Information on amendments to the rules sent via email to the email address of the entity authorised by the entitled entity, referred to in § 11, or a person authorised to download an electronic certificate on behalf of the participant under the Rules for establishing electronic communication through system connections, shall be deemed to have been effectively delivered to that entity.
5. In instances where the participant does not consent to amendment of the rules, that participant shall have the right to terminate the participation agreement by giving one month's notice of termination, The notice of termination should be submitted to KDPW in writing or by electronic means (in the form of a document containing a qualified electronic signature) within 2 weeks of the date of the receipt by the participant of the notification described in subpara. 3.
6. If the participant has not submitted to KDPW any notice of termination of the agreement in accordance with the provisions of subpara. 5 within the prescribed deadline, the participant shall be deemed to have approved the amendments to the rules, of which that participant was informed in accordance with the provisions of subparas. 3-4.

Table of Fees - Appendix 1 to the Trade Repository Rules

Fee types and amount	Rules for calculating and charging fees
I. Fees charged to GUR and ZUR reporting participants	
1.1. Participation fee 1.1.1. Participation fee for ordinary reporting participants – PLN 800 1.1.2. Participation fee for general reporting participants 1.1.2.1. If the participant reports contracts to the trade repository on behalf of no more than 3 counterparties and the total number of trades and positions reported by the participant is no more than 1000 in a calendar month – PLN 1 150 1.1.2.2. If the participant reports contracts to the trade repository on behalf of no more than 100 counterparties and the total number of trades and positions reported by the participant is no more than 200 in a calendar month – PLN 1 400 1.1.2.3. For other participants – PLN 3 000	Monthly fee charged in arrears in accordance with the amount applicable for the type of participation status that the participant holds on the last day of the calendar month for which the fee is charged. The fee referred to in point 1.1.2.1. and 1.1.2.2. is calculated on the basis of a declaration, submitted by the participant concerning the declared monthly number of counterparties on whose behalf the participant is to submit reports and the total monthly number of trades and positions to be reported to the trade repository. Fees are calculated from the first day of the month following the month in which the declaration was submitted, and in instances where the declaration was submitted together with an application to conclude a participation agreement, from the date of the conclusion of the agreement. If the participant amends this declaration, the fees charged according to the new rate are calculated from the first day of the month following the month in which the amending declaration was submitted. If the declared number of counterparties or the total number of trades and positions is exceeded after the participation fee is calculated for the financial period, an additional fee will be charged to the participant in an amount equal to the difference between the fee paid by the participant and the fee due according to point 1.1.2. of the Table of Fees. In the case of investment fund companies, funds and sub-funds managed by the company are considered a single counterparty if a link between such entities is established using LEIs in the Global LEI System.
1.2. Fee for reporting a trade or position to the repository 1.2.1. Fee for reporting a trade or position in a contract other than that referred to in point 1.2.2 – PLN 0.046 for each trade or position 1.2.2 Fee for reporting a trade or position in an OTC contract – PLN 0.138 for each trade or position	Fee charged on a monthly basis in arrears to a reporting participant, calculated for each new trade and for each new position recorded in the trade repository in a given calendar month on behalf of each counterparty to a contract. The fee amount is calculated according to the principles described in 1.2.1 and 1.2.2 for a given month is rounded down to the full PLN 0.01. An OTC contract is understood as a contract for which the participant populates the “Venue of Execution” field with the MIC of a market that is not a regulated market or a market of a third country considered an equivalent market..
1.3. Fee for maintaining trade or position information in the repository – PLN 0.046 for each trade or position	Fee charged on a monthly basis in arrears to a reporting participant for each counterparty for maintaining information of a trade or position in an active (not terminated) contract in the repository for any period of time within the

	month or on a one-off basis for reporting a terminated contract. The fee is charged for any information concerning a reported trade and for any information concerning a reported position. The fee amount calculated according to the principles described in 1.3 for a given month is rounded down to the full PLN 0.01.
1.4. Maximum sum of fees under points 1.2 and 1.3 of the Table of Fees 1.4.1. The maximum sum of fees under points 1.2 and 1.3 of the Table of Fees is PLN 290 000 per year for fees for trades and positions of one counterparty reported by one general reporting participant. The cap applies only if a reporting participant reports no more than 25 million trades and positions of a counterparty within a calendar year. 1.4.2. If a general reporting participant reports more than 25 million trades and positions of a counterparty within a year, the fee for each next trade or position of that counterparty reported by the general reporting participant within that year is as follows: - PLN 0.0115 for the 25,000,001st and each next trade or position up to the 80,000,000th trade or position, - PLN 0.0023 for the 80,000,001st and each next trade or position reported within the year. No fee is charged in such instances for maintaining information of such trade or position in the repository.	Fee for reporting a trade or position charged on a monthly basis in arrears to a reporting participant for each new trade and for each new position recorded in the trade repository in a given calendar month for a given counterparty to a contract. The fee calculated under points 1.4.2 for each month is rounded down to the full PLN 0.01.
1.5. Fees charged to general reporting participants who submit a declaration on reporting high volumes of trades: 1.5.1. Fee for reporting a trade or position – PLN 0.23 for the 1st up to the 350,000th, PLN 0.0023 for the 350,001st and each next trade or position reported within the month 1.5.2. No fee is charged for maintaining trade or position information in the repository. 1.5.3. If a participant reports both own trades or positions and trades or positions of other counterparties, the fee under point 1.5.1 is calculated separately for own trades or positions and for the sum of trades and positions of other counterparties	Fee charged on a monthly basis in arrears to a reporting participant for each new trade and for each new position recorded in the trade repository in a given calendar month, for each counterparty to a contract. The fee calculated for each month is rounded down to the full PLN 0.01. The fees under point 1.5 of the Table of Fees are calculated on the basis of the participant's declaration on reporting high volumes of trades. The fees are calculated from the first day of the month following the month when the declaration is filed, and in instances where the declaration has been submitted together with an application to conclude a participation agreement, from the date of the conclusion of the agreement. If a participant withdraws the declaration, fees are calculated according to points 1.2 and 1.3 of the Table of Fees from the first day of the month following the month when the declaration is withdrawn. In that case, point 1.4 of the Table of Fees applies only to fees calculated after the declaration is withdrawn.
II. Fees charged to IUR reporting participants	
2.1. Participation fee for individual reporting participants – PLN 345	Monthly fee charged in arrears in accordance with the amount applicable for the type of participation status that the participant holds on the last day of the calendar month for which the fee is charged.
2.2. Fee for reporting and maintaining a trade or position – PLN 20 for each	Fee charged on a monthly basis in arrears to a reporting participant for each new trade or position recorded in the trade repository in a given calendar

21st and subsequent trade and position within the calendar month	month.
III. Fees charged to indirect participants	
3.1. Participation fee 3.1.1. Participation fee for indirect repository participants – PLN 190	Monthly fee charged in arrears in accordance with the amount applicable for the type of participation status that the participant holds on the last day of the calendar month for which the fee is charged.
IV. Other fees	
4.1. Fee for a change of LEI or natural person identification code used in a report based on information obtained from another trade repository or reporting participant: 4.1.1. in the event of a change of no more than 50,000 records – PLN 1,000 4.1.2. in the event of a change of more than 50,000 records - PLN 1,200, increased by PLN 200 each time the number of records changed exceeds another 50,000.	Fee charged to the reporting participant for a particular transaction. For the purposes of the charge, the record is considered to be the field in the repository database in which the LEI being changed is entered.
4.2. Fee for transferring one counterparty's data to another repository: 4.2.1. in the event of data transfers involving no more than 10,000 reports - PLN 1,000, 4.2.2. in the event of data transfers involving more than 10,000 reports - PLN 1,200, increased by PLN 200 each time the number of reports exceeds another 10,000	Fee charged for data transfers carried out on the basis of a single participant instruction.
4.3. Fee for issuing and maintaining an institution code 4.3.1. in the case of a participant with the status of general reporting participant, for issuing the eighth and each subsequent institution code - PLN 170 4.3.2. in the case of a participant with the status of ordinary reporting participant or individual reporting participant, for issuing the second and each subsequent institution code – PLN 170	Monthly fee charged in arrears for each month the institution code is maintained, with the full amount charged for the month in which the code is issued.