RULES FOR MAKING KDPW GROUP REFERENCE AND STATISTICS DATA AVAILABLE BY KDPW FOR A FEE

Chapter 1

GENERAL

§ 1

KDPW shall make data available for a fee after access is granted to such data in accordance with these Rules.

§ 2

Whenever these Rules refer to:

1) KDPW – this shall be understood to mean the company Krajowy Depozyt Papierów Wartościowych S.A.;

2) KDPW Group – this shall be understood to mean KDPW and the subsidiaries of KDPW;

3) data/database – this shall be understood to mean a set of reference data and statistics based on source data originating from IT systems of the KDPW Group which constitutes a database within the meaning of the Act of 27 July 2001 on database protection (Journal of Laws of 2019, item 2134, as amended);

4) portal – this shall be understood to mean the Data Portal https://data.kdpw.pl via which KDPW makes data available;

5) client – this shall be understood to mean an entity to which KDPW makes data available on the portal for a fee under an agreement with KDPW;

6) agreement/subscription – this shall be understood to mean an agreement between KDPW and a client concerning paid access to data to the extent of specific data packages;

7) access account – this shall be understood to mean an access account referred to in the Rules of access to the IT systems of Krajowy Depozyt Papierów Wartościowych, which must be opened in order to download data;

8) user – this shall be understood to mean a natural person acting on behalf of a client who has direct access to data;

9) administrator – this shall be understood to mean a user who is authorised to sign an agreement on behalf of a client and changes made to it, including obtaining access to the API and to grant to other persons further powers of attorney to download data directly on behalf of the client and to recall such further powers of attorney by granting or revoking their access to data on the portal, respectively, as a user or administrator;

10) electronic application – this shall be understood to mean a data access application submitted via the portal;

11) business day – this shall be understood to mean any day of the week other than a bank holiday and a Saturday;

12) data package – this shall be understood to mean a set of data defined by KDPW which are made available for downloads on the portal;

13) reference data – this shall be understood to mean identification data of issuers and financial instruments, their properties and trading status, maintained in the KDPW Group database;

14) API access - this shall be understood as access to the Data Portal using the application programming interface, which is a set of rules established by KDPW enabling communication between the client's application and the Data Portal.

Chapter 2

RULES FOR MAKING DATA AVAILABLE

§ 3

1. The service of making data available for a fee shall only be provided to entities other than consumers within the meaning of the Act of 23 April 1964 – Civil Code (Journal of Laws of 2020, item 1740) and, in the case of natural persons who carry our economic activities, subject to the additional condition that he or she concludes the service agreement for professional purposes directly linked to his or her economic activities. The fulfilment of that condition shall be confirmed on the basis of a declaration submitted by such person.

2. The service shall be provided electronically without concurrent presence of the parties.

3. The service shall be available 24/7 subject to maintenance and repair downtime.

4. In case the service is not accessible for reasons caused by KDPW, service support shall be available on business days within KDPW's working hours.

§ 4

1. The types of data packages and the scope of data in each package shall be made available on the portal.

2. KDPW shall announce any change of the scope of data in a package with an advance notice of one month and such change shall come into force effective as at the end of the month following the publication of the change announcement.

§ 5

1. Users acting on behalf of clients accept and acknowledge that the service is provided in a public network (internet).

2. Users warrant and represent that all information transmitted to KDPW is true, complete and authentic and that they shall not transmit any content which is illegal, offensive or misleading or contains viruses or could interfere with or damage IT systems.

§ 6

KDPW shall make the portal available in the Polish or the English language version depending on the choice made by users. The choice of a language version shall be without prejudice to the description of data made available in the database which shall be made available in a language chosen by KDPW.

Chapter 3

OBTAINING DATA ACCESS

§ 7

1. In order to download data made available by KDPW for a fee, clients shall conclude an agreement with KDPW.

2. The agreement shall be concluded when a person acting on behalf of a client as administrator accesses the portal, subject to the following conditions;

    1) the administrator shall open an access account;

    2) the administrator shall submit an electronic application;

    3) these Rules shall be approved;

    4) the data access fee shall be paid for the client.

3. A person acting on behalf of a client as user made be granted access to the portal or access of such person to the portal may be revoked only by the administrator.

4. At least one administrator shall at all times act on behalf of every client.

5. To submit an electronic application, the administrator shall complete a dedicated online form and send it to KDPW. The administrator shall enter into the form the type of packages which the client is requesting to access, the periods of payment for such packages, and the number of users referred to in sub-paragraph 3 for whom it is obtaining the permission to access data on behalf of the client.

    5a. As part of the online form referred to in sub-paragraph 5, the administrator can also apply for API access. In this case, along with gaining access to the data, the customer obtains API access to the extent that results from the subscription purchased and for the given billing period of the subscription.

    5b. The description of the authentication rules and the API access specification are available from KDPW on the Data Portal website.

6. The administrator will receive a feedback message confirming that the form has been sent.

7. Using the information referred to in sub-paragraph 5, KDPW shall make available to the client a pro forma invoice containing the amount of the fee due to KDPW for making packages available for a fee and the method and due date of payment (a pro forma invoice is not a VAT invoice). Such pro forma invoice shall be made available in the administrator's access account and the administrator shall be notified by email that such pro forma invoice has been made available.

8. In the electronic application, administrators shall make a declaration concerning the place of establishment of a business or a fixed establishment of the entity for which the service is acquired 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).

9. KDPW shall grant access to administrators within 5 business days after the date of payment of the fee referred to in sub-paragraph 7 and make available a VAT invoice to the client. Such invoice shall

be made available in the administrator's access account and the administrator shall be notified by email that the invoice has been made available.

10. KDPW shall send the administrator a feedback message confirming that access has been granted. From the time of receipt of such message, the administrator may grant direct data access to users and authorise such users as administrators.

10a. If the application referred to in sub-paragraph 2, point 2, also related to API access, KDPW provides the client, via the administrator's account, the client's application identifier (ClientID) and provides the functionality of generating an access password for the client's application.

11. KDPW may delete the electronic application submitted by the administrator, referred to in sub-paragraph 5, if the payment is not made, referred to in sub-paragraph 2 point 4, within 30 days from the day the pro forma invoice, where failure to make a payment is understood as failure to credit KDPW's bank account with the amount due for the provision of data indicated by the administrator in the electronic application.

Chapter 4

FEES

§ 8

1. The amount of fees charged for the conclusion of an agreement shall depend on the period of data subscription (billing period) and shall be equal to the sum of:
   1) the fee for data packages requested by the client,
   2) the fee for a maximum number of users, including administrators who are users, allowed to access data; clients may request data access for the following number of users:
      a) up to 3 users,
      b) up to 10 users,
      c) up to 50 users, and
   3) if the client applies for API access - fees for acquiring API access.

2. The amount of fees due for the purchase of a data package, the fees for access to data by a number of users defined in sub-paragraph 1 point 2, and fees payable for the acquisition of API access, taking into account the billing period of the fee, also the amount of fees for changing the subscription, shall be defined by the KDPW Management Board in a resolution. The amount of the fees shall be made available on the portal. In case of a change in the amount of fees, this change will not affect the amount of the fee paid by the customer prior to the change.

3. The billing period shall be specified in the electronic application referred to in § 7 sub-paragraph 5, and it shall either be one month or one year.

4. No later than two weeks before the end of a billing period, using information referred to in sub-paragraphs 1 and 3, KDPW shall make available to the client a pro forma invoice containing the amount of the fee due to KDPW for the next billing period for making the same data packages available for a fee and the method and due date of payment (a pro forma invoice is not a VAT invoice). Following the payment of the fee (i.e., after KDPW's bank account is credited), data access shall be extended for another billing period and a VAT invoice shall be issued. Pro forma invoices and VAT invoices shall be made available according to § 7 sub-paragraphs 7 and 9.

5. KDPW shall make available to clients, in the administrator access account, the conditions of extending the subscription for another billing period according to the parameters necessary to issue a pro forma invoice referred to in sub-paragraph 4. Any change of packages, the number of

packages, API access, the maximum number of users or the billing period shall be made by the administrator in the access account, resulting in a new pro forma invoice being issued.

6. During the subscription period clients may increase the number of subscribed data packages or acquire access to the API in the administrator access account. In that case, KDPW will charge a fee for changing the subscription, the amount of which depends on the scope of subscription changes and the number of days remaining until the end of the subscription. The provisions of sub-paragraph 4 shall apply accordingly to making available pro forma invoices and VAT invoices for subscription changes. Access to data in packages or API referred to in the first sentence shall be granted no later than five business days after the payment of the fee (i.e., after KDPW's bank account is credited).

7. In case number of data packages is increased during the subscription period, under which the client has API access, along with access to new data packages, the client simultaneously obtains API access to the data included in these packages, without the need to submit an application for such access.

§ 9

VAT invoices for access to the paid part of the portal shall be issued in accordance with applicable law subject to § 7 sub-paragraph 9 and § 8 sub-paragraphs 4 and 6.

Chapter 5

PERSONAL DATA PROTECTION

§ 10

1. KDPW is the controller of personal data processed in connection with the provision of the service.

2. Personal data shall be processed subject to all security measures required by law and subject to applicable laws 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) (EU Official Journal L 119 of 2016, p. 1).

Chapter 6

DATABASE PROTECTION

§ 11

1. KDPW is the producer of data as a database within the meaning of the Act of 27 July 2001 on database protection (Journal of Laws of 2019, item 2134, as amended).

2. In connection with making the database available, KDPW shall grant the client a non-exclusive, paid licence throughout the universe to use the data on the following terms and conditions.

3. The copyright in the database shall not be assigned to the client under the licence.

4. KDPW grants the client a licence to use the database in the following fields of exploitation:
   1) copying, storing, uploading, viewing, displaying the database for own use;
   2) creating databases (adaptations) derived from the data and using database adaptations for own use only without the right to disseminate or dispose of database adaptations;

3) entering data and data adaptations into computer memory, making back-up copies and storing such copies on back-up computers, magnetic, digital and other media;

4) making the database available to third parties which provide technical support services to the client only to the extent of such support.

5. Under the licence, the client shall not disseminate the database, in whole or in part, in any method or form, including individual data in the database, or any adaptations referred to in sub-paragraph 4 point 2 above, in particular make them publicly available in any form (including in the internet), dispose of, sell, trade in or allow other to use such data (including granting a sub-licence, lease, loan, rental or leasing).

6. If a client is in breach of the terms and conditions of the licence, KDPW may revoke the licence effective immediately.

7. The licence shall take effect on the date of conclusion of the agreement and shall remain in force for the duration of the client's access to the database (fixed period).

Chapter 7

TERMINATION

§ 12

1. The agreement shall terminate upon the last day of the period of access to packages for which the client has paid the applicable fee.

2. KDPW may terminate the agreement effective immediately if the client is in breach of the Rules. In such cases, KDPW shall have no liability for any loss resulting from such termination.

Chapter 8

APPLICABLE LAW, EXCLUSION OF LIABILITY

§ 13

1. The agreement shall be governed by Polish law.

2. Any disputes which may arise in connection with the agreement shall be resolved by the court with jurisdiction at the place of establishment of KDPW.

Chapter 9

LIABILITY

§ 14

1. KDPW shall have no liability for any loss in connection with use of the database, including potential loss of the database or any data therein, or any loss resulting from use or the inability to use the database in whole or in part.

2. KDPW shall have no liability for any delay or interruption in data access, in particular caused by any failure or technical downtime.

3. KDPW shall have no liability for any errors in data presented on the portal.

Chapter 10

AMENDMENT, COMING INTO FORCE

§ 15

1. The Rules and any amendment thereof shall be made available on the website of KDPW.

2. KDPW may amend the Rules. Any amendment shall come into force no earlier than five days after the amended Rules are made available on the portal. If a client refuses to accept an amendment of the Rules, the client may terminate the agreement in writing with a notice of one month.

§ 16

The Rules shall come into force five days after their publication on the portal.