**Resolution No. 17/25
of the KDPW_CCP S.A. Management Board
dated 11 February 2025**

approving the Agreement on access to KDPW_CCP services through established system connections (SEI System)

Pursuant to § 19(2) of the Statute of KDPW_CCP S.A., the Management Board of KDPW_CCP S.A. hereby resolves as follows:

§ 1

The Agreement on access to KDPW_CCP services through established system connections (SEI System), in the wording attached hereto, is hereby approved.

§ 2

This Resolution shall come into force as of 28 February 2025.

Maciej Trybuchowski
President of the Management Board

Marcin Truchanowicz
Member of the Management Board

AGREEMENT ON ACCESS TO KDPW_CCP SERVICES
THROUGH AN ESTABLISHED SYSTEM CONNECTION (SEI SYSTEM)

CHAPTER 1

General

§ 1

1. The Agreement on access to KDPW_CCP services through an established system connection (SEI System), hereinafter "the Agreement", sets out the principles for communication using the SEI System within the meaning of the applicable Rules of Transaction Clearing, and in particular issuing electronic certificates, authenticating communication channels and establishing communication using the A2A interface.

2. This Agreement shall apply in legal relations with entities which have joined the Agreement on access to KDPW_CCP's services via the GUI application (available at https://www.kdpwccp.pl/uploads/attachments/0043-2022-en.pdf):
    1) arising from participation in the clearing systems organised by KDPW_CCP and arising from the Agreement or;
    2) arising from agreements with entities which have only been granted access to test environments in KDPW_CCP's IT systems or;
    3) have been granted access to KDPW_CCP's IT systems in accordance with the applicable Rules of Transaction Clearing.

3. In matters not regulated in the Agreement, the applicable Rules of Transaction Clearing, the regulations issued thereunder and the Agreement on access to KDPW_CCP's services via the GUI application, which are available on KDPW_CCP's website, shall apply accordingly.

4. The Agreement shall constitute rules (*regulamin*) within the meaning of Article 8 of the Act of 18 July 2002 on electronic service provision. It is possible to access the Agreement at any time in the manner set out in the applicable Rules of Transaction Clearing. It is also possible to print the content of the Agreement at any time.

5. An agreement in accordance with this Agreement shall be concluded upon the Participant's first acceptance of the terms and conditions of access to the application, where acceptance of the Agreement requires:
    1) acknowledgement by a person authorised by the Participant that he/she has read this Agreement, given in the access request form; and
    2) a written declaration by the Participant submitted in accordance with the Agreement in accordance with the template defined by KDPW_CCP.

§ 2

Whenever the following terms are used herein:

1) application – this shall be understood to mean any application used for electronic communication with KDPW_CCP as part of a specific service, enabling the exchange of messages

using data transmission, available via an A2A interface, operating within the KDPW_CCP infrastructure;

2) A2A interface – this shall be understood to mean an interface supporting automated exchange of data between the application and a Participant's application using dedicated message queues;

3) electronic certificate – this shall be understood to mean a certificate issued by KDPW_CCP, used to establish encrypted electronic communication using an A2A interface between the Participant's system and the application (applications);

4) service – this shall be understood to mean a service provided by KDPW_CCP, made available to Participants via an application;

5) Participant – this shall be understood to mean an entity which is a party to a participation agreement concluded with KDPW_CCP on the basis of the relevant Service Rules, or another entity that receives access to an application via an A2A interface on the basis of an agreement concluded with that entity;

6) clearing system – this shall be understood to mean a given clearing system, which is organised by KDPW_CCP and encompasses the legal relations of a clearing member arising from its participation in that system and the activities related to that participation;

7) Service Rules – this shall be understood to mean the applicable Rules of Transaction Clearing in connection with which electronic communication is made available;

8) message – this shall be understood to mean information or a declaration which, under the applicable Service Rules, may or should be transmitted by means of electronic communication;

9) electronic communication – this shall be understood to mean the submission and receipt of declarations of intent and information which, under the Service Rules, in relations with KDPW_CCP, may or should be transmitted by or to the Participant via an application;

10) certificate management – this shall be understood to mean actions performed by the Participant related to the submission or receipt of statements in relation to the generation of an electronic certificate, its download and its cancellation;

11) institution code – this shall be understood to mean a four-character code assigned by KDPW_CCP to a Participant, which is the Participant's identifier within a given service or many services;

12) KDPW_CCP – this shall be understood to mean KDPW_CCP S.A.

§ 3

KDPW_CCP is not a qualified trust service provider within the meaning of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (EU Journal of Laws L 257, p. 73).

CHAPTER 2

Electronic certificates

§ 4

1. In order to establish electronic communication using the A2A interface, the Participant should obtain an electronic certificate.

2. An electronic certificate is issued for a given Participant's institution code and may be used to establish communication with all services that the Participant receives under this code. KDPW_CCP may limit the number of electronic certificates that can be generated and obtained for each single institution code.

3. A Participant who, in accordance with the Service Rules, may use or is obliged to use electronic communication via the A2A interface, should gain access to the dedicated KDPW_CCP A2A Certificates application made available by KDPW_CCP on its website for the purpose of certificate management.

4. The rules for obtaining access to the KDPW_CCP A2A Certificates application by a person authorised by the Participant to act on their behalf, the rules for opening an access account by such a person and the rules for carrying out the authentication process are defined in the Agreement on access to KDPW_CCP's services via the GUI application.

5. A Participant may authorise more than one person to manage certificates within a given institution code.

6. A person authorised by the Participant to manage certificates may only access the KDPW_CCP A2A Certificates application as a user. Requests for access by this person shall only be accepted or rejected by KDPW_CCP.

7. A person who has obtained access to the KDPW_CCP A2A Certificates application on behalf of a Participant may, using this application, manage certificates, which are used for communication with the production or test environments of applications in which this Participant performs actions under a given institution code, subject to the provisions of subpara. 8.

8. A person authorised by an entity that has not yet concluded a participation agreement within a specific service, may, until the date of the conclusion of such an agreement, with the consent of KDPW_CCP, only use the KDPW_CCP A2A Certificates application to manage certificates necessary for communication with the application test environment.

9. A person who has gained access to the KDPW_CCP A2A Certificates application on behalf of the entity referred to in § 1 subpara. 2 point 2, may only manage certificates necessary for communication with the test environments. The agreement on granting such an entity access to the application test environment shall be deemed to be concluded from the moment when KDPW_CCP grants that person access to the KDPW_CCP A2A Certificates application.

§ 5

1. Electronic certificates shall remain valid for the period indicated in the contents of the certificate itself, and subject to the certificate's validity period set by the issuing certification authority for that electronic certificate.

2. Participants shall regularly monitor the validity of obtained electronic certificates.

3. KDPW_CCP may, before the expiry of the term referred to in subpara. 1, revoke an electronic certificate at its own initiative for technical reasons, or due to suspected unapproved use of the electronic certificate by a person not authorised by a Participant.

4. KDPW_CCP shall make a certificate revocation list (CRL) available to Participants on its website, in order to verify the validity of certificates. Immediately following the revocation of a certificate, information on the revocation of that electronic certificate shall be added to the list.

5. If an electronic certificate is revoked, KDPW_CCP shall immediately send the Participant notification of this fact to the e-mail addresses being the logins of persons authorised by the Participant who have access to the KDPW_CCP A2A Certificates application.

§ 6

1. A Participant shall be obliged to store the electronic certificate in a way that ensures that only

authorised persons have access to the certificate. From the moment that the certificate has been obtained until its revocation, liability for its loss or disclosure rests solely with the Participant.

2. In the event of the loss of an electronic certificate, or whenever there are justifiable grounds to suspect that an electronic certificate has been made available to an unauthorised person, the Participant who has obtained the electronic certificate shall be obliged to immediately revoke this certificate via the KDPW_CCP A2A Certificates application.

3. KDPW_CCP shall not be liable for any damage caused to a Participant in connection with the loss of an electronic certificate during its validity period.

CHAPTER 3

Electronic communication using the A2A interface

§ 7

1. Electronic communication using the A2A interface is only possible if permitted by the communication rules within a given service.

2. An electronic certificate may be used for electronic communication within the scope of all services to which the Participant has access or will have access in future under a given institution code.

3. Electronic communication via the A2A interface relies on message queues used to transmit messages.

4. Initiating electronic communication via the A2A interface requires:

   1) authentication by the Participant to use a communication channel dedicated to a given application, using the electronic certificate they have been issued with, and
   2) KDPW_CCP to assign to the Participant message queues to be used within a given service.

5. Message queues are created within the communication channel that is used within a given service. Message queues are assigned to a Participant by KDPW_CCP after having obtained participation status within a given service.

6. Communication channels may be established independently for each application. A single communication channel may also be used to access more than one application by means of dedicated queues.

7. Queues are created separately for each service for which A2A communication is available. Within already established communication, pairs of queues may be set up separately for each direction of communication.

8. Communication within a communication channel is secured with TLS encryption.

9. Connectivity with the KDPW_CCP infrastructure is available in both the client-to-server and the server-to-server model. A VPN connection is required with pre-shared key authentication.

10. Messages delivered to the Participant may be removed from the message queue:

    1) in the case of test environments, after 7 days,

    2) in the case of production environments, after 30 days, unless a different time limit is provided for in the Service Rules or in the content of the message, or it is in conflict with the law or the Service Rules.

11. KDPW_CCP's obligation to deliver a message referred to in sub-para. 10 to a Participant shall expire at the end of the period specified in accordance with that provision.

§ 8

1. Subject to the provisions of subpara. 2-4, electronic communication shall be available to Participants on a 24/7 basis.

2. KDPW_CCP may introduce a technical break in the operation of an application, in accordance with the communication rules adopted for a given service.

3. Communication via the A2A interface may be subject to interruptions of the availability of message queues due to technical breaks lasting several minutes, related to the reconfiguration of the settings of such queues.

4. When using the A2A interface to communicate with applications, Participants shall be obliged to configure their systems to permit the automatic resumption of the connection to the message queues.

§ 9

1. Messages sent by a Participant via the A2A interface shall be deemed delivered upon the receipt of the message by the application, where the receipt of the message shall be defined from the commencement of the validation of this message in the application. Messages sent to a Participant via the A2A interface shall be deemed delivered from the moment of their entry in the Participant's output queue.

2. The rules governing communication for each specific service may impose additional obligations on Participants in connection with the transmission of messages, in particular authentication or confirmation of identity of the person transmitting the message or signing messages with an electronic signature.

3. Participants shall acknowledge the legal effectiveness of the delivery of messages, subject to the conditions provided for in the Agreement, and shall consent to any measures to obtain evidence that such actions have been performed.

4. The Participant shall consider the declarations and the information sent using the A2A interface as being its own.

5. Upon a Participant's written request to KDPW_CCP (drawn up in accordance with the template provided by KDPW_CCP), in which the Participant agrees to grant another entity designated by the Participant access to the requesting Participant's trade secret data, including its clients' data, and in which the Participant authorises that entity to act and omit to act on its behalf, KDPW_CCP shall transmit the Participant's data to that entity using the A2A interface. In such a case:

   1) that entity represents that it is obliged to provide the requesting Participant with such data,
   2) the Participant acknowledges the effectiveness of their delivery and dispatch when they are transmitted to that entity and by that entity to KDPW_CCP, respectively,
   3) the entity and the Participant shall be obliged to comply with the provisions of the Agreement, the Agreement on access to KDPW_CCP's services via the GUI application and the applicable Service Rules with respect to communication between KDPW_CCP and the Participant.

   The Participant and the entity designated by the Participant shall declare the foregoing in the request to KDPW_CCP (drawn up in accordance with the template provided by KDPW_CCP).

6. The Participant's request referred to in subpara. 5 may relate to an entity that is not a Participant. In such a case, the provisions of subpara. 5 shall apply accordingly.

CHAPTER 4

FINAL PROVISIONS

§ 10

1. KDPW_CCP shall not be liable for any of the following:
   1) lost profits, revenue, financial losses, indirect loss,
   2) any loss or damage that cannot be foreseen by reasonable measures.
2. The Participant shall be solely and fully liable, irrespective of its fault, for the acts and omissions of the person who has been authorised by the Participant to manage the certificates or who has gained access to the application, and for the consequences of such acts and omissions.
3. KDPW_CCP shall not be liable for any damage incurred by a Participant in connection with:
   1) accessing the application, viewing data made available therein or submitting and receiving information and declarations in the application, unless the damage is caused by the wilful misconduct or gross negligence of KDPW_CCP,
   2) any failure of IT systems or means of communication, unavailability or distortion of data or inability of the Participant to submit a declaration or information in the application, unless the damage is caused by the wilful misconduct or gross negligence of KDPW_CCP,
   3) any use of the application by the Participant in a manner inconsistent with its purpose or the Agreement,
   4) any act or omission of persons referred to in subpara. 2,
   5) the user granting access to the application to an unauthorised person,
   6) any failure to ensure security of access to the application by the Participant or the person referred to in subpara. 2.
4. The Participant shall be responsible for any charge for the use of data transmission necessary to use the application.

§ 11

Notwithstanding the other conditions and requirements, an obligation to comply with all the rules set out in the Agreement shall apply, in particular:

1) it is forbidden to obstruct the operation of the application and to provide unlawful content through the application,
2) any use of the application shall be in compliance with the relevant security rules,
3) any use of the application shall be in compliance with the legal provisions set out in the applicable Service Rules,
4) any use of the application shall only be in direct connection with the Participant's participation in the relevant clearing system,
5) any use of the application shall only be based on a legal title that allows to access the application and, in the case of access to the data of the relevant clearing system, a legal title that allows to access such data and submit information and declarations in the clearing systems, insofar as it relates to the Participant's activities in that system,
6) it is mandatory to ensure the confidentiality of the data and information made available in an appropriate manner required for information constituting professional secrecy within the meaning of the relevant provisions of the Act on Trading in Financial Instruments,
7) it is forbidden to use the application for private purposes,
8) it is forbidden to share application login data with unauthorised persons.

§ 12

The Participant may submit a written complaint. The provisions of the applicable Service Rules shall apply to the complaint procedure.

§ 13

1. KDPW_CCP may amend the Agreement.

2. KDPW_CCP shall make any amendment to the Agreement available to Participants on its website or by any other means adopted in accordance with the applicable Service Rules.

3. Amendments shall come into force two weeks from the date on which they are made available, unless the resolution of the KDPW_CCP Management Board introducing the amendments sets a later effective date.

4. Any amendments of the Agreement and the date of their coming into force shall be notified to Participants within the time limit referred to in subpara. 3.

5. The transmission of information concerning an amendment to the Agreement by email sent to the email address that is the login of a person authorised by a Participant to access the A2A Certificates application shall be deemed legally effective notification of the amendment to the Participant, unless the Service Rules provide otherwise.

6. To the extent that the applicable Service Rules and other regulations issued pursuant thereto are amended, the provisions of such regulations shall apply.

7. Any technical modification to the way in which the functionality of the application is implemented or to ensure security and which does not alter the rights and obligations under the Agreement may be made at any time and shall not require an amendment to the Agreement.

8. If a Participant refuses to accept an amendment to the Agreement, the Participant may terminate the service agreement, subject to the terms and conditions of termination under the Service Rules. If the Participant has not terminated the participation agreement, this shall mean that the Participant has agreed to the amendment to the Agreement of which it has been notified.

9. To the extent that the applicable Service Rules and other regulations issued pursuant thereto are amended, the provisions of such regulations shall apply.

§ 14

Contact details of KDPW_CCP: KDPW_CCP S.A. with its registered office in Warsaw (00-498) at 4, Książęca Street, entered in the register of entrepreneurs maintained by the District Court for the City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the number 0000357452, NIP: 701-02-37-032, share capital of PLN 190,000,000 (fully paid up), e-mail address: ccp@kdpw.pl, other information: www.kdpwccp.pl.