

DATA DELIVERY PROCEDURE

Data Delivery Procedure - Annex No. 7 to the WIBID and WIBOR Fixing Participant Code of Conduct, adopted by the Management Board Resolution No. 48/2019 of 6 December 2019 (as amended)		
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Translation according to legal condition as of 23rd April 2025.

NOTE: Only the Polish version of this document is binding. Translation is provided for information only, although all efforts have been made to ensure its accuracy.

1. INTRODUCTION

- 1.1 The Data Delivery Procedure ("Procedure") sets out the scope and manner in which Fixing Participants shall deliver the Data and information set out in points 3 and 4 of the Procedure to the Administrator.
- 1.2 Terms undefined shall have the meaning given to them in the Code of Conduct.
- 1.3 The delivery of Data referred to in points 3.1.3, 3.1.6 - 3.1.9 and 3.1.11 - 3.1.15 are not subject to the Escalation Procedure.
- 1.4 Additional Data are the following types of Data referred to in point 3.1 of the Procedure: 3.1.6; 3.1.11; 3.1.14 in the SME category and Data not being the Input Data; 3.1.15.

2. JUSTIFICATION FOR THE NEED OF SOURCING THE NECESSARY INFORMATION AND DATA

- 2.1 Delivery of the Data to the Administrator enables to comply with the obligations set out in the Benchmarks Regulation, in particular to:
 - 2.1.1 determine whether the Method of Determining the Reference Rates as well as the Waterfall Method meet the requirements set out in the Benchmarks Regulation,
 - 2.1.2 validate the Input Data and Transaction Data through backtesting in accordance with Art. 12(1)(c) of the Benchmarks Regulation
 - 2.1.3 identify Suspicious Quotes and any other situations that may involve manipulation or attempted manipulation of the Reference Rates within the meaning of MAR (in respect of the Data referred to in point 3 of the Procedure which are also Transaction Data), in accordance with Art. 14(1) of the Benchmarks Regulation,
 - 2.1.4 verify the Reference Rates' capability of measuring the Underlying Market, in accordance with Art. 23(2) of the Benchmarks Regulation,
 - 2.1.5 determine whether a proposed change of the key element of the Method of Determining the Transaction-based Benchmarks meets the materiality criteria.
- 2.2 The delivery of the Data to the Administrator also allows to perform analytical procedures and other operations by the Administrator, related to the process of providing alternative benchmarks.
- 2.3 The Administrator shall take adequate measures to ensure that the use of the Data does not entail the disclosure to third parties the counterparties of the transaction to which the Data relate, either directly or indirectly (i.e. in particular, without revealing the counterparties to the transaction, but by presenting information in a way that allows indirect identification).

3. TYPES OF DATA

- 3.1 The Data to be delivered shall include:
 - 3.1.1 data relating to the Deposit transactions concluded on the money market with other Fixing Participants,

- 3.1.2 Quotes for each of the Fixing Tenors specified in point 6.1 of the Code of Conduct, contributed by the Fixing Participant, subject to point 4.14,
- 3.1.3 data on O/N Deposit transactions concluded between participants of the POLONIA reference rate fixing, delivered to the National Bank of Poland for reporting purposes,
- 3.1.4 data on Deposit Transactions at fixed rate in PLN concluded by a Fixing Participant with Credit Institutions that are neither the Fixing Participants nor the NBP,
- 3.1.5 data on Deposit Transactions at fixed rate in PLN concluded by the Fixing Participant with credit institution - loro, financial institutions - foreign banks, non-monetary financial institutions, mortgage banks, cooperative banks and cooperative savings and credit unions,
- 3.1.6 data on deposit transactions at floating rate in PLN concluded by the Fixing Participant with credit institutions, non-monetary financial institutions, mortgage banks, cooperative banks, cooperative savings and credit unions, credit institutions - loro and financial institutions - foreign banks and the NBP,
- 3.1.7 data on REPO securities sale transactions and REVERSE REPO securities purchase transactions concluded by the Fixing Participant with credit institutions, non-monetary financial institutions, mortgage banks, co-operative banks, co-operative savings and credit unions, credit institutions - loro and financial institutions - foreign banks and the NBP,
- 3.1.8 data on Buy/Sell Back transactions and Sell/Buy Back transactions concluded by the Fixing Participant with credit institutions, non-monetary financial institutions, mortgage banks, cooperative banks, cooperative savings and loan associations, credit institutions - loro and financial institutions - foreign banks and the NBP,
- 3.1.9 data on Deposit Transactions at fixed rate in PLN concluded by the Fixing Participant with the Social Insurance Institution (ZUS), the Social Insurance Fund, the Demographic Reserve Fund and the Old-age Bridging Pensions Fund,
- 3.1.10 data on deposit transactions in PLN at fixed rate concluded by the Fixing Participant with other non-monetary financial institutions,
- 3.1.11 data on deposit transactions in PLN at floating rate concluded by the Fixing Participant with other non-monetary financial institutions,
- 3.1.12 data on REPO securities sale transactions and REVERSE REPO securities purchase transactions concluded by the Fixing Participant with other non-monetary financial institutions,
- 3.1.13 data on Buy/Sell Back and Sell/Buy Back transactions concluded by the Fixing Participant with other non-monetary financial institutions,
- 3.1.14 data on deposit transactions at fixed rate in PLN concluded by the Fixing Participant with enterprises,
- 3.1.15 data on deposit transactions at floating rate in PLN concluded by the Fixing Participant with enterprises.
- 3.2 Data on non-negotiated transactions shall not be included in the scope of the Procedure. A non-negotiated transaction shall mean a transaction concluded according to predefined rules.

- 3.3 For the purpose of definition of the non-monetary financial institutions (non-bank) category:
- 3.3.1 the non-monetary financial institutions category includes the following groups of entities:
- (a) insurance institutions,
 - (b) pension institutions,
 - (c) investment institutions,
- 3.3.2 in determining which entities are included in the non-monetary financial institution category, the FINREP Instruction categories shall be used, according to the following rules:
- (a) insurance institutions within the meaning of the Procedure correspond to the following category according to the FINREP Instruction:
 - (i) I.2.1 Insurance institutions,
 - (b) pension institutions within the meaning of the Procedure correspond to the following category according to the FINREP Instruction:
 - (i) I.2.2. Pension funds,
 - (c) investment institutions within the meaning of the Procedure correspond to the following categories according to the FINREP Instruction:
 - (i) I.1.2.2 Money Market Funds,
 - (ii) I.2.3.1 Investment funds (excluding money market funds).
- 3.4 The credit institution category of for the purposes of Procedure:
- 3.4.1 includes domestic banks including association banks but excluding co-operative banks and mortgage banks,
 - 3.4.2 includes branches of foreign credit institutions operating in Poland and branches of foreign banks operating in Poland, but excludes foreign banks and foreign credit institutions
 - 3.4.3 excludes central banks,
 - 3.4.4 does not include cooperative savings and credit unions,
 - 3.4.5 does not include entities in respect of which a receivership has been appointed, or in respect of which the Bank Guarantee Fund has decided to initiate resolution or write-off or conversion of equity instruments or qualifiable liabilities.
- 3.5 The foreign bank category includes a bank established in a country other than the Republic of Poland. The foreign credit institution category includes entities established in the territory of a country other than the Republic of Poland the business of which involves accepting from clients the cash deposits or other repayable funds, as well as granting loans on its own account.
- 3.6 Credit institution - loro category includes foreign banks and foreign credit institutions for which the Fixing Participant maintains a cash account.
- 3.7 The financial institution - foreign bank category includes foreign banks and foreign credit institutions for which the Fixing Participant does not maintain a cash account.

- 3.8 The category of other non-monetary financial institutions for the purposes of the Procedure includes entities in the category described in section "I.2. Other financial sector institutions" of the FINREP Instruction, excluding the entities identified in section 3.3 as non-monetary financial institutions.
- 3.9 The enterprises category for the purposes of the Procedure includes entities belonging to the following categories defined in the FINREP Instruction:
- 3.9.1 II.1.1 SMEs (Small and medium-sized enterprises); and
- 3.9.2 II.1.2 Large enterprises.
- 3.10 For the purposes of Data delivery, the classification of entities shall be made according to the state as of the factual date of Data delivery.
- 3.11 The Data referred to in points 3.1.1 - 3.1.6, 3.1.9 - 3.1.11 and 3.1.14 - 3.1.15 shall be delivered by 10:00 am on the next business day following the day on which the transactions were concluded or quotes were contributed within the meaning of point 3.1.2 of the Procedure, which are the subject thereof.
- 3.12 The data referred to in points 3.1.7, 3.1.8, 3.1.12 and 3.1.13 relate to transactions concluded on the relevant business day up to 6:00 pm and shall be delivered by 8:15 am on the next business day following the day on which the underlying transactions were concluded.
- 3.13 If a Fixing Participant identifies an error in the Data delivered, the Fixing Participant shall act in accordance with the relevant provisions of the Code of Conduct..
- 3.14 In connection with the analysis of the Data, the Administrator carries out an explanatory procedure by requesting, by e-mail or in writing, the Fixing Participant to provide clarifications without delay, in particular in the following cases:
- 3.14.1 where the Administrator identifies a suspected error in the Data provided by the Fixing Participant,
- 3.14.2 in the event that a difference is identified between the value of the Model Quote provided by the Fixing Participant to the Administrator during the Contribution Window and the value of the Model Quote determined by the Administrator as a result of simulation made on the basis of the Data provided by the Fixing Participant pursuant to the Procedure.
- 3.15 Within the explanatory procedure referred to in point 3.14, the Administrator shall request the Fixing Participant, through the Quote Submitter responsible for the preparation of the Model Quote on the relevant day either electronically or in writing, to:
- 3.15.1 to re-deliver the Data in the event referred to in point 3.14.1,
- 3.15.2 to recalculate and re-deliver the Model Quote to the Administrator in the event referred to in point 3.14.2,
- 3.15.3 to take other appropriate action to counteract the events referred to in points 3.14.1 and 3.14.2.
- 3.16 The Fixing Participant is relieved of the obligation referred to in point 3.15.2 in the event that the calculation of a Model Quote is not possible, due to an update of the Model Quote System, due to the entry into force of a change in the Method which involves a change in the Model Quote Specification insofar as it relates to the Quote Calculator, if the obligation relates to a Fixing Day prior to the effective date of such changes.

- 3.17 In the event of failure to deliver the Data by the time indicated in points 3.11 and 3.12, the Fixing Participant shall inform the Administrator without delay about the reasons thereof and deliver the Data together with the relevant message to the Administrator.
- 3.18 There is no requirement to deliver corrected Data to the Administrator in case of the modification in the scope of the REPO, REVERSE REPO, Sell/Buy Back, Buy/Sell Back transaction ("Conditional Transaction") stemming from the late underlying security settlement.
- 3.18.1 The security settlement means the debit of the securities account of one counterparty and the credit of the securities account of the another counterparty and on the same time the credit of the cash account of one counterparty and the debit of the cash account of another counterparty.
- 3.18.2 Late underlying security settlement shall be distinguished from other circumstances resulting in cancellation of the Conditional Transaction. The cancellation of the Conditional Transaction requires the delivery of the corrected Data to the Administrator consisting in the deletion of the cancelled Conditional Transaction from the corresponding Data set.

4. SCOPE OF THE DATA

- 4.1 The Data indicated in points 3.1.1 and 3.1.3 should include transactions with maturities of no more than 18 months and should include:
- 4.1.1 transaction date,
- 4.1.2 value date,
- 4.1.3 time of transaction,
- 4.1.4 the side of the transaction from the point of view of the Fixing Participant (DEPO or LOAN),
- 4.1.5 transaction volume,
- 4.1.6 maturity date,
- 4.1.7 interest rate,
- 4.1.8 name of the counterparty, subject to point 6.1 or 6.2, respectively, in the event of the Data indicated in point 3.1.1,
- 4.1.9 transaction volume,
- 4.1.10 interest rate,
- 4.1.11 name of the counterparty, subject to point 6.1 or 6.2 respectively, in the event of the Data indicated in point 3.1.3.
- 4.2 The Data indicated in point 3.1.4 should include transactions with maturities of no more than 18 months and should include:
- 4.2.1 transaction date,
- 4.2.2 value date,
- 4.2.3 time of transaction,
- 4.2.4 the side of the transaction from the point of view of the Fixing Participant (DEPO or LOAN),
- 4.2.5 transaction volume,

- 4.2.6 maturity date,
 - 4.2.7 interest rate,
 - 4.2.8 name of the counterparty, subject to point 6.2,
 - 4.2.9 indication that the counterparty is a credit institution.
- 4.3 The Data indicated in point 3.1.5 should include transactions with maturities of no more than 18 months (excluding loans granted by the Fixing Participant) and should include:
- 4.3.1 transaction date,
 - 4.3.2 value date,
 - 4.3.3 time of transaction,
 - 4.3.4 the side of the transaction from the point of view of the Fixing Participant (DEPO or LOAN),
 - 4.3.5 transaction volume,
 - 4.3.6 maturity date,
 - 4.3.7 interest rate,
 - 4.3.8 name of the counterparty, subject to point 6.2, and if it is not possible to provide the name of the counterparty - indication of the group to which it belongs subject to point 6.3, in accordance with the categorisation from point 3.3.1 (if the counterparty to the transaction is a non-monetary financial institution) or an indication that the counterparty is a mortgage bank, or indication that the counterparty is a cooperative bank, or indication that the counterparty is a cooperative savings and credit union, or indication that the counterparty is a Credit Institution - loro, or indication that the counterparty is a Credit Institution - foreign bank.
- 4.4 The Data indicated in point 3.1.6 should include transactions with maturities of no more than 18 months (excluding loans granted by the Fixing Participant) and should include:
- 4.4.1 transaction date,
 - 4.4.2 value date,
 - 4.4.3 time of transaction,
 - 4.4.4 the side of the transaction from the point of view of the Fixing Participant (DEPO or LOAN),
 - 4.4.5 transaction volume,
 - 4.4.6 maturity date,
 - 4.4.7 benchmark used in the transaction,
 - 4.4.8 interest rate in the first interest period, including the spread,
 - 4.4.9 name of the counterparty, subject to point 6.2, and if it is not possible to provide the name of the counterparty - indication of the group to which it belongs subject to point 6.3, in accordance with the categorisation from point 3.3.1 (if the counterparty to the transaction is a non-monetary financial institution) or an indication that the counterparty is a mortgage bank, or indication that the counterparty is a cooperative bank, or indication that the counterparty is a cooperative savings and credit union, or indication that the

counterparty is a Credit Institution - loro, or indication that the counterparty is a Credit Institution - foreign bank.

- 4.5 The Data indicated in point 3.1.7 should include transactions with cash flows in PLN (regardless of the currency in which the security is denominated), with a fixed interest rate and maturities of no more than 18 months, and should include:

- 4.5.1 transaction date,
- 4.5.2 value date,
- 4.5.3 time of transaction,
- 4.5.4 the side of the transaction from the point of view of the Fixing Participant (REPO or REVERSE REPO),
- 4.5.5 maturity date,
- 4.5.6 interest rate,
- 4.5.7 ISIN codes of Treasury Securities or debt securities other than Treasury Securities, posted as collateral,
- 4.5.8 the face value of Treasury Securities or debt securities other than Treasury Securities, posted as collateral,
- 4.5.9 the amount of the first cash flow (in full, including payment for accrued interest),
- 4.5.10 the amount of the second cash flow (in full, including payment for accrued interest),
- 4.5.11 if possible, indication of the motivation to conclude the transaction (General Collateral (GC) or Special Collateral (SC)),
- 4.5.12 name of the counterparty, subject to point 6.2, and if it is not possible to provide the name of the counterparty - indication of the group to which it belongs subject to point 6.3, in accordance with the categorisation from point 3.3.1 (if the counterparty to the transaction is a non-monetary financial institution) or an indication that the counterparty is a mortgage bank, or indication that the counterparty is a cooperative bank, or indication that the counterparty is a cooperative savings and credit union, or indication that the counterparty is a Credit Institution - loro, or indication that the counterparty is a Credit Institution - foreign bank.

- 4.6 The Data indicated in point 3.1.8 should include transactions with cash flows in PLN (regardless of the currency in which the security is denominated), with a fixed interest rate and maturities of no more than 18 months, and should include:

- 4.6.1 transaction date,
- 4.6.2 value date,
- 4.6.3 time of transaction,
- 4.6.4 the side of to the transaction from the point of view of the Fixing Participant (Buy/Sell Back or Sell/Buy Back),
- 4.6.5 maturity date,
- 4.6.6 interest rate,

- 4.6.7 ISIN codes of Treasury Securities or debt securities other than Treasury Securities, posted as collateral,
 - 4.6.8 the face value of the Treasury Securities or debt securities other than Treasury Securities, posted as collateral,
 - 4.6.9 the amount of the first cash flow (in full, including payment for accrued interest),
 - 4.6.10 the amount of the second cash flow (in full, including payment for accrued interest),
 - 4.6.11 if possible, indication of the motivation to conclude the transaction (General Collateral (GC) or Special Collateral (SC)),
 - 4.6.12 4.5.12 name of the counterparty, subject to point 6.2, and if it is not possible to provide the name of the counterparty - indication of the group to which it belongs subject to point 6.3, in accordance with the categorisation from point 3.3.1 (if the counterparty to the transaction is a non-monetary financial institution) or an indication that the counterparty is a mortgage bank, or indication that the counterparty is a cooperative bank, or indication that the counterparty is a cooperative savings and credit union, or indication that the counterparty is a Credit Institution - loro, or indication that the counterparty is a Credit Institution - foreign bank.
- 4.7 The Data indicated in point 3.1.9 should include transactions with maturities of no more than 18 months (excluding loans granted by the Fixing Participant) and should include:
- 4.7.1 transaction date,
 - 4.7.2 value date,
 - 4.7.3 the exact time of concluding the transaction,
 - 4.7.4 the side of the transaction from the point of view of the Fixing Participant (DEPO or LOAN),
 - 4.7.5 transaction volume,
 - 4.7.6 maturity date,
 - 4.7.7 interest rate,
 - 4.7.8 name of the counterparty, subject to point 6.2.
- 4.8 The Data indicated in point 3.1.10 should include transactions with maturities of no more than 18 months (excluding loans granted by the Fixing Participant) and should include:
- 4.8.1 transaction date,
 - 4.8.2 value date,
 - 4.8.3 time of transaction,
 - 4.8.4 the side of the transaction from the point of view of the Fixing Participant (DEPO or LOAN),
 - 4.8.5 transaction volume,
 - 4.8.6 maturity date,
 - 4.8.7 interest rate,

- 4.8.8 name of the counterparty, subject to point 6.2.
- 4.9 The Data indicated in point 3.1.11 should include transactions with maturities of no more than 18 months (excluding loans granted by the Fixing Participant) and should include:
 - 4.9.1 transaction date,
 - 4.9.2 value date,
 - 4.9.3 time of transaction,
 - 4.9.4 the side of the transaction from the point of view of the Fixing Participant (DEPO or LOAN),
 - 4.9.5 transaction volume,
 - 4.9.6 maturity date,
 - 4.9.7 benchmark used,
 - 4.9.8 interest rate in the first interest period, including the spread,
 - 4.9.9 name of the counterparty, subject to point 5.2.
- 4.10 The Data indicated in point 3.1.12 should include transactions with cash flows in PLN (regardless of the currency in which the security is denominated), with a fixed interest rate and maturities of no more than 18 months, and should include:
 - 4.10.1 transaction date,
 - 4.10.2 value date,
 - 4.10.3 time of transaction,
 - 4.10.4 the side of the transaction from the point of view of the Fixing Participant (REPO or REVERSE REPO),
 - 4.10.5 maturity date,
 - 4.10.6 interest rate,
 - 4.10.7 ISIN codes of Treasury Securities or debt securities other than Treasury Securities, posted as collateral,
 - 4.10.8 the face value of the Treasury Securities or debt securities other than Treasury Securities, posted as collateral,
 - 4.10.9 the amount of the first cash flow (in full, including payment for accrued interest),
 - 4.10.10 the amount of the second cash flow (in full, including payment for accrued interest),
 - 4.10.11 if possible, indication of the motivation to conclude the transaction (General Collateral (GC) or Special Collateral (SC)),
 - 4.10.12 name of the counterparty, subject to point 5.2.
- 4.11 The Data indicated in point 3.1.13 should include transactions with cash flows in PLN (regardless of the currency in which the security is denominated), with a fixed interest rate and maturities of no more than 18 months, and should include:
 - 4.11.1 transaction date,
 - 4.11.2 value date,

- 4.11.3 time of transaction,
- 4.11.4 the side of the transaction from the point of view of the Fixing Participant (Buy/Sell Back or Sell/Buy Back),
- 4.11.5 maturity date,
- 4.11.6 interest rate,
- 4.11.7 ISIN codes of Treasury Securities or debt securities other than Treasury Securities, posted as collateral,
- 4.11.8 the face value of Treasury Securities or debt securities other than Treasury Securities, posted as collateral,
- 4.11.9 the amount of the first cash flow (in full, including payment for accrued interest),
- 4.11.10 the amount of the second cash flow (in full, including payment for accrued interest),
- 4.11.11 if possible, indication of the motivation to conclude the transaction (General Collateral (GC) or Special Collateral (SC)),
- 4.11.12 name of the counterparty, subject to point 6.2.
- 4.12 The Data indicated in point 3.1.14 should include transactions with maturities of no more than 18 months (excluding loans granted by the Fixing Participant) and should include:
 - 4.12.1 transaction date,
 - 4.12.2 value date,
 - 4.12.3 the side of the transaction from the point of view of the Fixing Participant (DEPO or LOAN),
 - 4.12.4 transaction volume,
 - 4.12.5 maturity date,
 - 4.12.6 interest rate,
 - 4.12.7 indication of whether the counterparty belongs to the category II.1.1 SME (by marking it as SME) or to the category II.1.2 Large enterprises (by marking it as a Large enterprise),
 - 4.12.8 name of the counterparty, subject to point 6.2.
- 4.13 The Data indicated in point 3.1.15 should include transactions with maturities of no more than 18 months (excluding loans granted by the Fixing Participant) and should include:
 - 4.13.1 transaction date,
 - 4.13.2 value date,
 - 4.13.3 the side of the transaction from the point of view of the Fixing Participant (DEPO or LOAN),
 - 4.13.4 transaction volume,
 - 4.13.5 maturity date,
 - 4.13.6 benchmark used,

- 4.13.7 interest rate in the first interest period, including the spread,
- 4.13.8 indication of whether the counterparty belongs to the category II.1.1 SME (by marking it as SME) or to the category II.1.2 Large enterprises (by marking it as a Large enterprise),
- 4.13.9 name of the counterparty, subject to point 6.2.
- 4.14 The Data referred to in point 3.1.2 shall be delivered only by these Fixing Participants, who declare to the Administrator the possibility of delivering them.
- 4.15 The 'time of transaction' is the time when the Fixing Participant captures the transaction in its transaction registration system.

5. MODE IN WHICH INFORMATION AND DATA ARE DELIVERED, MODE IN WHICH INFORMATION AND DATA ARE SECURED BY THE ADMINISTRATOR

- 5.1 The Data shall be delivered by the Fixing Participant in accordance with the template provided by the Administrator to the Fixing Participants within 30 days prior to the effective date of the Code of Conduct or amendment to the Data Delivery Procedure.
- 5.2 Fixing Participants shall deliver the Data to the Administrator in electronic form, in flat files where the Data is stored linearly in .txt or .csv format.
- 5.3 Fixing Participants deliver the Data to the Administrator:
 - 5.3.1 via a server provided by the Administrator through the dedicated DDP-module of the WIBIX Fixing System,
 - 5.3.2 in encrypted files via e-mail in case it is not possible to deliver Data files in the manner specified in point 5.3.1.

6. LEGAL CONDITIONS WHICH ALLOW THE DELIVERY OF DATA AND INFORMATION BY THE FIXING PARTICIPANT WITHOUT VIOLATION OF APPLICABLE LAWS

- 6.1 The data enabling the identification of a counterparty which is a Fixing Participant shall be provided by the Fixing Participant under the condition that the other Fixing Participant, to which this information relates, has given a written consent to the delivery of this information to the Administrator, subject to point 6.6. The declarations of consent shall be provided through the Administrator who provides the copies of these declarations of consent to the other Fixing Participants.
- 6.2 The data enabling the identification of a counterparty which is not a Fixing Participant shall be provided by the Fixing Participant under the condition that the counterparty, to which this information relates, has given a written consent to the delivery of this information to the Administrator, subject to point 6.6. The declarations of consent shall be provided through the Administrator which provides the copies of these declarations of consent to the other Fixing Participants.
- 6.3 If the Fixing Participant does not have the possibility of separating the data identifying the counterparty to the transaction with the Fixing Participant as regards the entities falling into the following categories: credit institution - loro and financial institution - foreign bank, then the information referred to in points 4.3.8, 4.4.9, 4.5.12 and 4.6.12, which fall into both of the aforementioned categories, shall be marked by the Fixing Participant as data related to the credit institution - loro category. The Fixing Participant is obliged to notify the Administrator without delay if the circumstances referred to in the preceding sentence cease to exist, at the same time indicating the date from which

the Fixing Participant will provide the Administrator with data with full and correct counterparty identification in accordance with points 4.3.8, 4.4.9, 4.5.12 and 4.6.12.

- 6.4 Until the consent referred to in point 6.1 has been obtained from the NBP, Transaction Data from the NBP shall not be provided by the Fixing Participant.
- 6.5 The Administrator shall provide the other Fixing Participants with a copy of the Fixing Participant's Declaration which contains the Fixing Participant's consent, referred to in point 6.1.
- 6.6 Providing, use or disclosure of the Data may take place under the condition that it is done in accordance with the generally applicable laws and under the condition that the Administrator does not disclose or use the Data in any way which would enable a legally protected secrecy of the Fixing Participants or their counterparties to be disclosed to any third parties, and applies the measures referred to in point 2.3.

7. MODE FOR AMENDING THE DATA DELIVERY PROCEDURE AND TRANSITIONAL PROVISIONS

- 7.1 The Administrator may amend the Procedure after prior consultation with the Fixing Participants. An amendment to the Procedure shall not constitute an amendment to the Code of Conduct within the meaning of point 28 of the Code of Conduct.
- 7.2 The Administrator shall provide the Fixing Participants with the consolidated text of the amended Procedure.
- 7.3 The amended Procedure shall enter into force within 30 days of its receipt by the Fixing Participants, with the exception of provisions referred to in point 7.5.
- 7.4 The Administrator may carry out the amendment of the Code of Conduct within a period shorter than indicated in point 7.3, under a condition of a written consent of each Fixing Participant, subject to provisions of point 7.1.
- 7.5 The provisions of points 3.11 and 3.12 of the Procedure shall come into force on 4 May 2021.
- 7.6 In the event that a Fixing Participant will not be able to commence the delivery of Data in accordance with the amended provisions of points 3.11 and 3.12 of the Procedure from the date they come into force, it shall, within **7 days** of the expiry of the deadline referred to in point 7.3, submit a written request to the Administrator to set another date for it to commence the delivery of Data, at the same time indicating the proposed date. The proposed date should fall on the first business day of the week and may not be later than 30 June 2021. The Administrator shall promptly consider the request of the Fixing Participant and provide a written response indicating the date for the commencement of the delivery of Data, which shall be binding on the Fixing Participant.
- 7.7 In the request referred to in point 7.6, the Fixing Participant may propose different commencement dates for the various types of Data referred to in points 3.11 or 3.12.
- 7.8 The Administrator may grant temporary consent to change the timing of delivery of the Data referred to in point 3.11 (for Data referred to in points 3.1.6, 3.1.11, 3.1.14 and 3.1.15) and in point 3.12. The Fixing Participant shall seek the Administrator's consent in the request referred to in point 7.6 or in a separate written request, while indicating the proposed timing of delivery of the Data and the duration of the change. The Administrator shall promptly consider the Fixing Participant's request and provide a written response indicating the timing of delivery of the Data and the duration of the change, which are binding on the Fixing Participant.

- 7.9 The coming into force of the amended provisions of points 3.11 and 3.12 and the commencement of the delivery of Data in accordance with the amended provisions shall not relieve the Fixing Participant of its obligation to deliver Data in accordance with points 3.11 and 3.12, as amended, in respect of transactions entered into in the week preceding the week in which the amended provisions came into force, or in the period between the coming into force of the amended provisions and the commencement of the delivery of Data in accordance with 3.11 and 3.12 in the event that a different commencement time is set under points 7.6 and 7.7.

Point 3.16 of the Procedure shall come into force on 6 Dec. 2021, in accordance with the procedure set out in point 7.4 of the Procedure.