

**REGULATIONS**  
**of the Elixir System**

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**CHAPTER I.**  
**GENERAL PROVISIONS**

**§ 1.**

These Regulations set the principles of operation of the Elixir system, particularly:

- 1) mode of exchange of interbank, interbranch and intrabranh payment orders;
- 2) procedure for actions in the Elixir system which encompasses: mode of exchange of payment orders and registration of mutual liabilities and receivables of the Participants by Krajowa Izba Rozliczeniowa S.A., and principles of conduct in the conversion of mutual liabilities and receivables of the Participants into one net liability or net receivable for every Participant;
- 3) deadline and rules for the payment of net liabilities.

**§ 2.**

The expressions used in the Regulations and other contractual models binding to the Participants with regard to the Elixir system and issued by Krajowa Izba Rozliczeniowa S.A. shall have the following meaning:

- 1) block of messages - block of data including one or more messages; the rules for creating a block of messages are set forth in "Technical Specification No. 3";
- 2) KIR gate - system for the teletransmission exchange of data between the Elixir system and the Participant's units;
- 3) certificate - digital signature certificate issued by KIR;
- 4) Emir – L - preparation of payment orders to be cleared in the Elixir system on the basis of electronic images of documents delivered to KIR by way of teletransmission or on an IT data carrier;
- 5) IT data carrier - physical information carrier within the meaning of Article 3 point 1 of the Act of 17 February 2005 on Computerisation of Operation of Entities that Perform Public Tasks on which data are provided, particularly a memory stick;
- 6) directly participating unit - unit of the Participant that independently sends and receives messages to/from the Elixir system;
- 7) KIR's unit - KIR's field unit listed in the base collections;
- 8) indirectly participating unit - unit of the Participant or organisational unit of indirect Participant that sends and receives messages by the agency of the directly participating unit;
- 9) Participant's unit - branch of the Participant, as well as any other organisational unit of the Participant that takes part in the exchange of messages in the Elixir system, and, in the case of Participants being association banks within the meaning of Article 2 point 2 of the Act of 7 December 2000 on the Operation of Cooperative Banks, their Association and Association Banks, also an associated cooperative bank;
- 10) KIR - Krajowa Izba Rozliczeniowa S.A. (joint-stock company);
- 11) private key - data used to place digital signature;
- 12) public key - data used to verify digital signature;
- 13) message - electronic payment order or other information prepared in the form of electronic document in accordance with the requirements of the Elixir system set forth in "Technical Specification No. 2";

- 14) limit
  - sum of funds blocked at the current account of the Participant kept with NBP and used for the purposes of settlement; the limit can have the following value:
    - zero, if the funds at the current account of the Participant are equal or exceed the funds necessary for the settlement,
    - equal to the funds available to the Participant to be used for the settlement and blocked by NBP;
- 15) N
  - date of presentation of messages by the Participant to the Elixir system;
- 16) NBP
  - National Bank of Poland;
- 17) Ognivo
  - service which enables the exchange of information, particularly with regard to interbank clearings, by the agency of KIR's dedicated online platform;
- 18) network operator
  - external company providing ICT services;
- 19) packet
  - set of payment orders in paper form, with data sheet including the summary of amounts and number of payment orders included in the packet, delivered by the Participant's unit for clearing in the Elixir system and settlement;
- 20) digital signature
  - digital signature verified on the basis of the certificate;
- 21) Elixir-OK subsystem
  - part of the Elixir system used by the Participants' units to send and receive messages to/from the Elixir system and verify their correctness;
- 22) clearing flow
  - cycle of processing of messages exchanged in the Elixir system;
- 23) reports
  - information about the sent and received messages received from the Elixir system by directly participating units after every clearing flow;
- 24) Regulations
  - Regulations of the Elixir system;
- 25) GDPR
  - Regulation of the European Parliament and of the Council (EU) 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;
- 26) interbank clearing
  - actions performed by KIR as part of the Elixir system that include the exchange of payment orders, statement of mutual liabilities and receivables of the Participants, and their compensation;
- 27) interbranch clearing
  - sending, by the agency of KIR, of payment orders that are not subject to settlement between the units of the same Participant;
- 28) intrabranh clearing
  - sending, by the agency of KIR, of payment orders that are not subject to settlement within the same unit of a given Participant;
- 29) settlement
  - completion of liabilities and receivables of the Participants arising from balances on the current accounts of the Participants at NBP;
- 30) balance
  - result of compensation of sums of liabilities and receivables of the Participant, cleared in a given clearing session, towards other Participants with regard to the exchange of payment orders in the Elixir system, including the change of transfer orders regarding clearing for the ancillary systems;

- 31) clearing session - processing of payment orders in the Elixir system that consists in the determination of mutual liabilities and receivables of Participants at a given moment;
- 32) settlement session - process of settlement which takes place after KIR provides NBP with the balances of individual Participants in a given clearing flow;
- 33) Elixir system - system of retail payments in PLN run by KIR;
- 34) ancillary system - payment system in which payment orders or transactions with monetary funds as their subject are cleared, resulting in financial liabilities being the subject of interbank clearing conducted with the Elixir system, within the meaning of the Act on Settlement Finality; high-amount payment orders within the meaning of Regulation No. 30/2017 of the President of the National Bank of Poland dated 26 October 2017 on the mode of interbank clearing and interbank settlement cannot be cleared in the ancillary system;
- 35) Participant - entity being a payment service provider within the meaning of Article 4 of the Act on Payment Services that may be a payment system participant, within the meaning of Article 1 point 5 letters a – k of the Act on Settlement Finality, concluded the participation agreement with KIR and met the conditions for joining the Elixir system;
- 36) Indirect Participant - entity being a payment service provider within the meaning of Article 4 of the Act on Payment Services that may be a payment system participant, within the meaning of Article 1 point 5 letters a – k of the Act on Settlement Finality, is bound by an agreement with the participant on intermediation in the transfer of payment orders from/to the Elixir system, and its organisational unit is an indirectly participating unit;
- 37) participation agreement - agreement for participation in the Elixir system;
- 38) AML Act - Act of 1 March 2018 on Combating Money Laundering and Financing Terrorism;
- 39) Act on Settlement Finality - Act of 24 August 2001 on Settlement Finality in Payment Systems and Securities Settlement Systems and Principles of Supervision over these Systems;
- 40) Act on Payment Services - Act of 19 August 2011 on Payment Services;
- 41) Act on the Banking Law - Act of 29 August 1997 on the Banking Law
- 42) exchange of payment orders - sending payment orders between the Participants conducted by the agency of the Elixir system;
- 43) base collections - set of data collections containing identification data of the Participants, directly participating units, indirectly participating units, with consideration given to the mutual relations between these entities, data of KIR's units, and other auxiliary data for the Elixir system and record data used by other applications;
- 44) result collections - collections with clearing results, separately for credit and debit payment orders, which contain information about liabilities and receivables in the relation between the Participants;
- 45) message collection - collection of blocks of messages with digital signature (BIF); rules for the creation of message collection are set forth in "Technical Specification No. 3";
- 46) balance collection - collection of balances of the Participants from a given clearing session;

- 47) payment orders - credit and debit documents drawn up in the form proper for the Elixir system: electronic or paper documents, presented for clearing by the Participant or by KIR on behalf of the Participant – settlement orders within the meaning of Article 1 point 12 letter a of the Act on Settlement Finality;
- 48) debit payment orders - payment orders in which monetary funds are transferred in the direction opposite to the orders themselves;
- 49) credit payment orders - payment orders in which monetary funds are transferred in the same direction as the orders themselves.

## **CHAPTER II.**

### **PARTICIPATION IN THE ELIXIR SYSTEM**

#### **§ 3.**

1. The Participant's units are included in the clearing process in the Elixir system from the date set by KIR, after concluding the participation agreement, paying the fee for joining the Elixir system, meeting the criteria for accessing the Elixir system, and completing the Elixir compatibility test with a positive result.
2. KIR informs the Participant about the date of inclusion of its units and its indirectly participating units in the clearing process in the Elixir system.

#### **§ 4.**

The Participant is obliged to:

- 1) make available to KIR, for review, the technical devices and their software that condition the proper performance of clearing procedures in the Elixir system;
- 2) observe the correct entering of Polish characters in the process of creating data sent to the Elixir system;
- 3) submit itself to tests at the dates and within the scope specified by KIR;
- 4) accept messages and complete payment orders received via the Elixir system;
- 5) not copy and use the Elixir-OK subsystem and base collections for purposes other than cooperation with KIR and NBP;
- 6) use the devices and software in a way consistent with manuals for these devices and the current software version;
- 7) update data about the Participants' units and indirectly participating units in its systems on the basis of base collections provided by KIR;
- 8) not decompile software and databases made available by KIR in order to learn the algorithms of their operation.

#### **§ 5.**

1. The Participant shall inform KIR about its intention to include in the clearing process in the Elixir system a Participant's unit or an indirectly participating unit handled by it at least one month before the planned date of inclusion.
2. In the case of intention to include an indirectly participating unit being an organisational unit of an indirect Participant, the information referred to in section 1 shall also include basic data about the contractual relation between the Participant and indirect Participant with regard to intermediation in transferring the messages.
3. Before starting the mandatory tests, KIR shall provide the Participant with the list of KIR-recommended cryptographic devices and present its offer of software compatible with the Elixir system.
4. The information referred to in sections 1 and 2 and its updates are sent by the Participant in the forms whose models are presented in "Technical Specification No. 1."

#### **§ 6.**

1. Every directly participating unit may handle directly participating units provided that it follows the principle that a given clearing number of the indirectly participating unit indicated in the base collections is assigned to the clearing number of only one directly participating unit.
2. KIR conducts clearing for indirectly participating units only by the agency of directly participating units.



3. Average monthly value of payment orders of indirectly participating units being organisational units of indirect Participant that are transferred to the Elixir system by the agency of directly participating units of a given Participant cannot exceed 30% of the value of own payment orders of directly participating units and indirectly participating units of such Participant.
4. (Once a month, after the end of the calendar month) KIR shall conduct periodical verification of average monthly value of payment orders of indirectly participating units being organisational units of indirect Participant that are transferred to the Elixir system by the agency of directly participating units of a given Participant, and the value of own payment orders of directly participating units and indirectly participating units of such Participant.
5. If it is found that the provisions of section 3 are not observed, KIR shall send a reminder to the Participant with the description of the irregularities found. At the same time KIR shall inform the National Bank of Poland about the exceeding of limit referred to in section 3 by the Participant, stating the data on the average monthly value of payment orders of indirectly participating units being organisational units of indirect Participant that are transferred to the Elixir system by the agency of directly participating units of a given Participant, and the value of own payment orders of directly participating units and indirectly participating units of such Participant.

#### **§ 7.**

Based on the information and data referred to in § 5 section 4 provided to KIR, the base collections are updated in accordance with the following rules:

- 1) deadlines for updating the base collections are set by KIR;
- 2) the Participant reports changes of data of the Participant's units and indirectly participating units of indirect Participant handled by the Participant to KIR at least one month in advance of such changes;
- 3) the proposed date of updating data should be consistent with the change schedule set forth by KIR;
- 4) the date of updating data given by the Participant that is not consistent with the change schedule set forth by KIR shall be moved accordingly; KIR shall inform the interested Participant about the date being moved;
- 5) the current base collections are stored at KIR and made available to every directly participating unit via the KIR gate.

#### **§ 8.**

1. KIR shall include a directly participating unit submitted by the Participant in the mode set forth in § 5 in its implementation plan by setting the dates for making software and/or training available (if such need is reported by the Participant), conducting tests and including the directly participating unit in the clearing process in the Elixir system, and shall inform the interested Participant about this fact.
2. After completing the Elixir-compatibility test with a positive result, KIR shall enter the submitted directly participating unit to the base collections with the indication of the date from which a given unit shall participate in the exchange of messages. The criteria for the tests of directly participating units are set forth in "Technical Specification No. 10."
3. In the case of negative result of the test, KIR shall refuse to admit the directly participating unit to participation in the clearing process in the Elixir system until the Participant removes obstacles in admission and retakes the Elixir-compatibility test with a positive result.

### **CHAPTER III.**

#### **CONDITIONS FOR ADMITTING AN ANCILLARY SYSTEM FOR CLEARING IN THE ELIXIR SYSTEM**

#### **§ 9.**

1. An entity running an ancillary system must have the permit of the President of NBP to run a payment system, and particularly the permit to conduct clearing of such system in the Elixir system as part of the permit for specific rules of operation of the system.
2. If the ancillary system is not run by KIR, the interbank clearing shall be conducted on the basis of the agreement concluded by KIR and the entity running such system.

#### **§ 10.**

The entity running an ancillary system shall be obliged to:

- 1) agree with KIR on the mode of ICT connection of the ancillary system with the Elixir system;
- 2) submit itself to tests at the dates and within the scope specified by KIR;

- 3) purchase and install cryptographic devices to secure communication with the Elixir system;
- 4) obtain a certificate from KIR after first providing the list of persons authorised to obtain a certificate and the list of persons authorised to suspend and cancel the certificates.

## **CHAPTER IV.**

### **SUBJECT OF CLEARING**

#### **§ 11.**

The following payment orders are the subject of clearing in the Elixir system:

- 1) credit payment orders:
  - a) transfer orders,
  - b) transfer orders concerning the clearing of ancillary systems,
  - c) cash deposits,
  - d) other credit payment orders, e.g. accounting vouchers;
- 2) debit payment orders:
  - a) clearance cheques,
  - b) cash cheques,
  - c) direct debit.

#### **§ 12.**

1. Payment orders may be exchanged between:
  - 1) units of various Participants;
  - 2) units of the same Participant or within the same unit of a given Participant.
2. Apart from the exchange of payment orders referred to in section 1, in the Elixir system the directly participating units may exchange between themselves information messages of any content.
3. The directly participating units may send to the Elixir system or receive from the Elixir system control and steering information set forth in "Technical Specification No. 2."
4. The rules for creation and structures (formats) of individual messages in the Elixir system are set forth in "Technical Specification No. 2"; the messages that do not meet the requirements specified therein are rejected.
5. The messages exchanged in the Elixir system are merged into blocks, and the blocks into message collections.

## **CHAPTER V.**

### **RULES FOR TRANSFERRING MESSAGES TO THE ELIXIR SYSTEM**

#### **§ 13.**

The messages sent by the Participants are registered constantly for a given clearing flow in accordance with the schedule set forth in "Technical Specification No. 8."

#### **§ 14.**

1. Subject to section 2, the payment orders may be delivered in the form of:
  - 1) messages registered in message collection delivered with the use of the KIR gate. The formats of messages and message collections are set forth in: "Technical Specification No. 2" and "Technical Specification No. 3";
  - 2) electronic images of paper payment orders registered in the message collection (Emir). The format of the message collections is set forth in "Technical Specification No. 14."
2. The transfer orders concerning clearing of ancillary systems may be delivered only in the form of dedicated electronic messages saved in the data collection delivered with the use of the KIR gate. The format of dedicated electronic messages and data collection is set forth in "Technical Specification No. 13." The transfer orders

concerning the clearing of ancillary systems are submitted for clearing in the Elixir system on behalf of the Participant by KIR on the basis of data provided by the entity running the ancillary system.

**§ 15.**

1. The messages may be delivered to the Elixir system only by directly participating units.
2. Electronic images referred to in § 14 section 1 point 2 are delivered by the Participant to the KIR's unit. On their basis the KIR's unit prepares the messages, signs them in accordance with § 40, and sends them for clearing on behalf of the directly participating unit.

**§ 16.**

1. The message collections should be marked and registered in a way agreed for the given directly participating unit between KIR and the Participant.
2. In the case of failure to meet the requirements set forth in section 1, the message collections sent shall not be processed but shall be returned to the unit that sent them with the completed information about the type of error.

**§ 17.**

An IT data carrier shall be considered as delivered to KIR upon signing the report on its delivery by authorised employees of the Participant's unit and KIR's unit. The model report on the delivery of IT data carrier is set forth in "Technical Specification No. 4."

**§ 18.**

1. If the message collections are sent via teletransmission, the technical conditions of teletransmission shall be agreed by the Participant and the network operator. The message collection shall be considered as delivered to KIR after registration in the KIR's computer designated according to the communication address given to the directly participating unit.
2. The message collections shall be made available to the directly participating unit by teletransmission with the use of the KIR gate. The mode of running the exchange of message collections between KIR and the Participant is set forth in "Technical Specification No. 16."
3. The directly participating units receive message collections created by the Elixir system in a given clearing flow after the settlement.
4. If the Participant uses the SFTP protocol to deliver and receive message collections, the Participant shall be liable for establishing communication with KIR. If communication is broken, the directly participating unit should reestablish it.

**§ 19.**

1. The premises of the directly participating unit where the computer used for the transmission of message collections to and from the Elixir system is working must be fitted with operational phone connected to the generally accessible network to be used to agree on the mode of operation of the Participant and KIR in emergency situations.
2. A directly participating unit shall be obliged to have a main and back-up ICT connection in accordance with "Technical Specification No. 10."
3. In the case of failure of both ICT connections the directly participating unit may send and receive message collections via Ognivo.
4. KIR reserves the right to run periodical tests of ICT connections and emergency sending and receiving of message collections via Ognivo. The schedule and scope of tests are set forth by KIR.
5. The effects of failure to meet the obligations referred to in sections 1 and 2 are borne exclusively by the Participant whose unit has failed to meet these obligations.

**CHAPTER VI.**

**CLEARING AND SETTLEMENT**

**§ 20.**

1. KIR runs clearing in the Elixir system from Monday to Friday, excluding public holidays as set forth in statutory regulations.

2. KIR does not clearing in the Elixir system also on days on which NBP does not handle current accounts of the Participants.

#### **§ 21.**

1. Upon the consent of NBP, KIR may introduce changes in the calendar of clearing days arising from the rules set forth in § 20.
2. KIR shall be obliged to inform the Participants about changes in the calendar of clearing days, being a departure from the rule set forth in § 20 section 1, not later than two months before the clearing day to which such change applies.

#### **§ 22.**

1. KIR registers the liabilities and receivables of the Participants that arise from the exchange of payment orders.
2. The payment orders entered to the Elixir system and submitted by a directly participating unit for clearing in the Elixir system in a given clearing flow cannot be withdrawn by such unit or the Participant from clearing after closing access to such flow, and become irrevocable.
3. The payment orders submitted for clearing in the Elixir system on behalf of the Participant by KIR on the basis of data provided by the entity running an ancillary system to be included in a given clearing flow cannot be withdrawn from clearing by such entity running an ancillary system, the Participant or KIR on behalf of the Participant after being entered to the Elixir system, and become irrevocable.
4. The payment order delivered before the closure of access to a given clearing flow is entered to the Elixir system upon the end of verification of the message collection in which it has been sent and the end of verification of a given payment order.

#### **§ 23.**

The message collections and payment orders delivered to KIR are verified in the Elixir system by checking their compliance with the requirements set forth in "Technical Specification No. 2," "Technical Specification No. 3," "Technical Specification No. 13" and "Technical Specification No. 14." The message collections and payment orders are verified by the end of the processing stage of a given clearing flow in accordance with "Technical Specification No. 8."

#### **§ 24.**

1. The clearing ends with the determination of balances for all Participants; clearing also takes into account transfer orders which refer to the clearings of ancillary systems.
2. KIR transfers the Participants' balance collection to NBP to perform settlement.
3. The result collections from the Elixir system are transferred to NBP (result collections from interbank clearings) and made available to the participants (result collections from interbank clearings, interbranch clearings and intrabranh clearings) before the start of the settlement sessions.
4. Names and structures (formats) of the result collections for the Participant are set forth in "Technical Specification No. 5."
5. The schedule of clearing flows for interbank clearings, interbranch clearings and intrabranh clearings is set forth in "Technical Specification No. 8" and "Technical Specification No. 13."
6. The result collections from interbank clearings, interbranch clearings and intrabranh clearings are made available by KIR:
  - 1) till 10<sup>30</sup> AM in the first clearing flow;
  - 2) till 2<sup>30</sup> PM in the second clearing flow;
  - 3) till 5<sup>00</sup> PM in the third clearing flow.
7. There is no third clearing flow on the 24 December and on the last clearing day of the year.
8. In the situation described in § 27 section 5, the detailed schedule of the clearing flow is set forth in "Technical Specification No. 8" and "Technical Specification No. 13."
9. In the case of circumstances caused by force majeure or emergency situation that might affect clearing in the Elixir system and settlement, KIR, in cooperation with NBP, may change the schedule of clearing flows set forth in "Technical Specification No. 8" and "Technical Specification No. 13" and the date of making the result collections referred to in section 6 available as part of a given clearing day, with the preservation of three clearing flows.

## **§ 25.**

1. The settlement sessions at NBP for the interbank clearing take place five days a week, Monday to Friday, with the exclusion of public holidays, three times a day:
  - 1) morning session - from 10<sup>30</sup> AM to 11<sup>00</sup> AM;
  - 2) afternoon session - from 2<sup>30</sup> PM to 3<sup>00</sup> PM;
  - 3) evening session - from 5<sup>00</sup> PM to 5<sup>30</sup> PM.
2. There is no evening settlement session on 24 December and on the last clearing day of the year.
3. In the situation described in § 27 section 5, the detailed schedule of the clearing flow is set forth in "Technical Specification No. 8" and "Technical Specification No. 13."
4. Every settlement session covers all payment orders cleared in a given clearing flow.

## **§ 26.**

1. If the Participants have sufficient funds in their current accounts to cover their net liabilities, NBP performs the settlement.
2. Subject to sections 3 and 4 and subject to § 24 section 9, NBP informs KIR about the completion of settlement at the latest:
  - 1) till 11<sup>00</sup> AM in the morning settlement session;
  - 2) till 3<sup>00</sup> PM in the afternoon settlement session;
  - 3) till 5<sup>30</sup> PM in the evening settlement session.
3. If the Participants have insufficient funds in their current accounts to cover their net liabilities, NBP blocks funds available in these accounts and sets limits for the completion of payment orders of individual Participants. In such situation, the detailed schedule of the clearing flow is set forth in "Technical Specification No. 8" and "Technical Specification No. 13."
4. The rules for setting limits referred to in section 3 are set forth in the bank account agreements between individual Participants and NBP.
5. The NBP's limit for the completion of payment orders is equal to the value of all orders presented by NBP in a given settlement session.
6. In the situation described in § 27 section 5, the detailed schedule of the clearing flow is set forth in "Technical Specification No. 8" and "Technical Specification No. 13."
7. KIR promptly informs the Participants and the Chairperson of the Polish Financial Supervision Authority about every case in which the Participant does not have sufficient funds in their current account to cover their net liabilities with regard to clearings in the Elixir system as part of a given settlement session.
8. The information referred to in section 7 includes the date and number of the settlement session and, additionally for the Chairperson of the Polish Financial Supervision Authority, the name of the Participant or Participants who did not have sufficient funds in their current accounts in NBP to cover their net liabilities with regard to clearings in the Elixir system as part of a given settlement session.

## **§ 27.**

1. After receiving information from NBP about the limits referred to in § 26 section 3, KIR starts the procedure to adjust the value of payment orders to the set limits. In order to complete the settlement within these limits, KIR identifies payment orders that are non-executable.
2. Subject to section 3, as part of the procedure referred to in section 1, any payment orders may be identified as non-executable, regardless of the fact which Participant submitted them and when, and regardless of the type of message and code of the payment order.
3. Priority payment orders may be identified as non-executable only when the identification of other payment orders as non-executable does not ensure the completion of settlement within the set limits.
4. The types and codes of messages, including the types and codes of payment orders treated as priority orders, are set forth in "Technical Specification No. 2."
5. If KIR identifies at least one transfer order regarding the clearing of the ancillary system as non-executable, such ancillary system shall not be subject to clearing in a given clearing flow of the Elixir system.
6. If, as a result of no clearing for the ancillary system referred to in section 5 in a given clearing flow of the Elixir system, the funds are still insufficient for the settlement, the procedure of adjusting the value of payment orders

to the set limits is started once again after receiving information from NBP about the limits referred to in § 26 section 3, and consequently the settlement takes place within the set limits.

7. Payment orders identified as non-executable are returned to the directly participating (presenting) unit with a relevant error code.
8. After receiving information about the limits referred to in § 26 section 3, not later than within 30 minutes, KIR once again transfers the result collections and balance collections to NBP and result collections to the Participants.
9. Based on the transferred result collections and balance collections, NBP completes the settlement and informs KIR about this fact.

#### **§ 28.**

1. The result collections and balances calculated on the basis of payment orders left after the completion of procedure referred to in § 26 and 27 are final.
2. The payment orders become final upon the completion of settlement.

#### **§ 29.**

1. After receiving information from NBP about the completion of settlement referred to in § 26 section 2 or § 27 section 9, KIR transfers it to the Participants.
2. The Participant may receive from KIR collections to control the clearings conducted by the units of such Participant. The collections to control the clearings are sent between KIR and the Participant in the format set forth in "Technical Specification No. 7."

#### **§ 30.**

1. Every clearing flow includes the clearings of:
  - 1) credit payment orders;
  - 2) debit payment orders accepted in every clearing flow by the bank running the payer's account, subject to § 32;
  - 3) debit payment orders that do not require acceptance.
2. The results of clearings of credit and debit payment orders are presented separately and merged only to compensate and create the balance collection referred to in § 24 section 2.

#### **§ 31.**

1. After the end of the clearing flow and the settlement, the directly participating unit receives reports on the clearings conducted by it in this clearing flow, including interbank clearings, interbranch clearings and intrabranh clearings, in the format set forth in "Technical Specification No. 2."
2. The directly participating unit is obliged to verify the compliance of the sent and received payment orders with reports referred to in section 1.

#### **§ 32.**

1. Debit payment orders that require confirmation (message 21n), with document code 01, 02, 03, 05 set forth in "Technical Specification No. 2," may be submitted for clearing only in the first clearing flow.
2. The refusal to execute the payment order referred to in section 1 may take place in the third clearing flow of the same day at the latest. In accordance with the schedule of the Elixir system processing, the debit payment orders sent to this system for the first clearing flow shall be cleared in the third clearing flow on the same day, subject to section 3 and § 27 sections 2 and 3, unless their execution has been refused earlier.
3. On 24 December and on the last clearing day of the year, the debit payment orders referred to in section 1 shall be cleared in the second clearing flow, subject to § 27 sections 2 and 3, unless their execution has been refused earlier.
4. If the payment orders listed in section 1 are sent to other clearing flows, they shall be returned with a relevant error code.
5. The transfer orders concerning the clearings of ancillary systems may be sent for clearing only to clearing flows set forth in "Technical Specification No. 13."

#### **§ 33.**

The scope of permitted types of messages in interbranch and intrabranh clearings is identical as the one declared by the Participant for interbank clearings, within the scope set forth in "Technical Specification No. 2."

## CHAPTER VII.

### SUSPENSION OF ACTIVITIES, BANKRUPTCY AND EXCLUSION OF THE PARTICIPANT FROM CLEARINGS

#### § 34.

1. As soon as KIR receives the information that the Polish Financial Supervision Authority, Bank Guarantee Fund or another competent supervisory authority has decided to suspend the activities of the Participant, KIR shall suspend the Participant in clearings in the Elixir system.
2. Starting from the next clearing flow, in the period of the Participant's suspension in clearings in the Elixir system, KIR shall reject payment orders submitted by this Participant from clearings, with the exception of tax payments, that is type-11n payment orders with document code 71, and interbranch and intrabranh payment orders. Credit payment orders sent to this Participant by other Participants shall be cleared, and debit payment orders shall be rejected from the clearings.

#### § 35.

1. After receiving information from NBP about the Participant being declared bankrupt, in a given clearing flow KIR executes and includes in the balance collection only payment orders of this Participant and payment orders sent for clearing in the Elixir system on behalf of this Participant by KIR on the basis of data provided by an entity running an ancillary system for a given clearing flow that:
  - 1) have been entered to the Elixir system in a given clearing flow before NBP has received notice about the Participant being declared bankrupt, as indicated in the information sent to KIR by NBP; or
  - 2) have become irrevocable before KIR receives the information from NBP.
2. Starting from the next clearing flow, KIR shall exclude the Participant from participation in the clearings in the Elixir system and shall not include payment orders related to them in the balance collection. The messages concerning this Participant shall be returned with a relevant error code. If the data provided by the entity running an ancillary system for a given clearing flow take this Participant into account, KIR shall not enter payment orders for the clearing of the ancillary system to the Elixir system.
3. New base collections are issued for the Participants on the date of receiving information referred to in section 1, with consideration given to the changes arising from the Participant being declared bankrupt.
4. If the current account of the Participant kept with NBP has not been closed, the Participant may be re-included in the clearings in the Elixir system in line with the principles set forth in section 5.
5. The official receiver shall inform KIR about the intention to re-include the Participant in the clearings in the Elixir system at least 3 working days before the envisaged date of re-inclusion, with the indication of the Participant's units that are to be re-included in the clearings.
6. The information referred to in section 5 is sent by the Participant in the forms whose models are presented in "Technical Specification No. 1."
7. New base collections are issued for the Participants promptly after receiving information referred to in section 5, with consideration given to the changes arising from the Participant being re-included in the clearings in the Elixir system.
8. Pursuant to the information provided by the official receiver, KIR verifies who is authorised to sign message collections on behalf of the Participant in bankruptcy.

#### § 36.

1. KIR starts to monitor the clearings of the Participant in accordance with section 5 promptly after receiving from the Bank Guarantee Fund or another relevant authority the information about the initiation of compulsory restructuring of the Participant, if it does not lead to the closure of its current account kept by NBP and used for the purposes of settlement.
2. Pursuant to the information provided by the Bank Guarantee Fund or another relevant authority, KIR verifies who is authorised to sign message collections on behalf of the Participant undergoing restructuring.
3. KIR starts to monitor the clearings of the Participant in accordance with section 5 point 2 promptly after receiving the information from NBP about the Participant's suspension by NBP in the system which handles the current account of the Participant kept with NBP and used for the purposes of settlement. The monitoring period is agreed with NBP.
4. If needed, KIR issues new base collections to be received, with consideration given to changes that arise from the initiation of compulsory restructuring of the Participant or the suspension of the Participant by NBP in the

system which handles the current account kept with NBP and used for the purposes of settlement, as submitted accordingly by the Bank Guarantee Fund, another relevant authority or NBP.

5. Monitoring of the Participant involves:
  - 1) on the day when KIR receives the information about compulsory restructuring, informing the other Participants about the status of a given Participant's participation in the Elixir system determined by the Bank Guarantee Fund or another relevant authority;
  - 2) transferring to NBP and, in the case of initiation of compulsory restructuring, to the Bank Guarantee Fund the information about the amount of current liabilities of the Participant in every clearing flow one hour before the closure of entry to a given clearing flow;
  - 3) providing information about the current state of clearings in the Elixir system for the Participant for whom compulsory restructuring has been initiated within the scope agreed upon with the Bank Guarantee Fund or another relevant authority.

#### **§ 37.**

1. Pursuant to the information about the closure of the current account of the Participant kept with NBP and used for the purposes of settlement, as provided by NBP, KIR shall exclude the Participant from clearings in the Elixir system.
2. On the date of closure of the current account of the Participant in NBP, starting from the first clearing flow, the Participant shall not participate in the exchange of messages, clearing in the Elixir system and settlement.
3. New base collections are issued for the Participants on the date of receiving information referred to in section 1, with consideration given to the changes arising from the Participant being excluded from clearings in the Elixir system.
4. If the Participant is excluded from clearings in the Elixir system, all messages concerning this Participant shall be returned to the Participant who sent them with a relevant error code.

#### **§ 38.**

1. On the date of termination of the participation agreement, KIR shall exclude the Participant from clearings in the Elixir system.
2. On the clearing day following the date of termination of the participation agreement, starting from the first clearing flow, the Participant shall not participate in the exchange of messages, clearings in the Elixir system and settlement.
3. In the case of termination of the participation agreement by KIR without notice, new base collections are issued for the Participants on the date of termination of the participation agreement, with consideration given to the changes arising from the termination of the participation agreement.
4. In the case of termination of the participation agreement by the Participant or KIR, the base collections, with consideration of the changes arising from the termination of the participation agreement, shall be issued for the Participants for receipt in accordance with the principles described in § 7.
5. If the Participant is excluded from clearings in the Elixir system, all messages concerning this Participant shall be returned to the Participant who sent them with a relevant error code.

#### **§ 39.**

1. If KIR finds out that the Participant's unit fails to comply with the Regulations or Technical Specifications, KIR shall send a reminder to such unit and a copy for the attention of the Participant and the National Bank of Poland.
2. The reminder shall include the description of irregularities found and set the deadline for their removal if it is possible to remove them with consideration given to their nature.
3. If the Participant's unit does not remove the irregularities included in the reminder interfering with the operation of the Elixir system and affecting all Participants within the set deadline, KIR may exclude such unit from participation in the clearings in the Elixir system.
4. On the clearing day following the date of exclusion of the Participant's unit, starting from the first clearing flow, such unit shall not participate in the exchange of messages, clearings in the Elixir system and settlement.
5. New base collections are issued for the Participants on the date of exclusion of the Participant's unit, with consideration given to the changes arising from the exclusion of the Participant's unit.
6. If the Participant's unit is excluded from clearings in the Elixir system, all messages concerning such Participant's unit shall be returned to the Participant who sent them with a relevant error code.



7. The Participant's unit shall be re-included in the clearings in the Elixir system when the Participant meets the requirements set forth for the newly included Participant's unit.

## **CHAPTER VIII.**

### **ENCRYPTION OF COLLECTIONS AND DIGITAL SIGNATURE**

#### **§ 40.**

1. The Elixir system makes use of digital signature and encryption of collections.
2. Encryption applies to result collections.
3. A digital signature is placed by the sender of messages by signing the entire message collection.
4. If a digital signature is negatively verified in the message collection, all messages from such collection shall be rejected and the payment orders from such collection shall not be cleared, and information about this fact is provided to the directly participating unit or, in the case of the Emir-L service, to the relevant KIR's unit.
5. The principles of certificate management are set forth in the KIR's Code of Certification Procedure for trusted non-qualified certificates and the KIR's Certification Policy for trusted non-qualified certificates on the basis of which the certificate has been issued.

## **CHAPTER IX.**

### **MAKING THE ELIXIR-OK SUBSYSTEM AVAILABLE**

#### **§ 41.**

1. KIR makes the Elixir-OK subsystem available to the Participants.
2. The directly participating unit is obliged to use the Elixir-OK subsystem for the execution (preparation or sending) of payment orders, unless it uses for this purpose another application that has successfully completed Elixir compatibility tests. The Participants using another application are obliged to undergo periodical tests. The schedule and scope of tests are set forth by KIR.
3. The Participant is obliged to use the Elixir-OK subsystem in accordance with the manual provided by KIR.
4. KIR provides the Participants with new versions of the Elixir-OK subsystem. The Participant is obliged to use the latest version of the Elixir-OK subsystem.

## **CHAPTER X.**

### **DATA ARCHIVING AND REPORTING**

#### **§ 42.**

KIR retains the data from the Elixir system in its archives for a period of 5 (five) years, starting from the end of the calendar year in which the clearing was completed. The archive data include copies of message blocks sent for clearing by the Participant (incoming messages) and copies of message blocks leaving the Elixir system to the Participant (outgoing messages).

#### **§ 43.**

1. Upon the request of the directly participating unit, KIR provides:
  - 1) copies of blocks of messages processed by the Elixir system, including copies of messages being parts of message blocks and meeting the conditions set forth in "Technical Specification No. 9," in the period referred to in § 42. The functions for searches in copies available in the Elixir system are set forth in "Technical Specification No. 9";
  - 2) copies of blocks of messages for the last four clearing days.
2. The copies referred to in section 1 point 1 are sent in the mode agreed for communication with the Participant's unit requesting the copy or in another mode agreed with the Participant's unit.
3. The requests shall not be considered if:

- 1) they are sent by an unauthorized person;
- 2) they refer to data for which the archiving period has elapsed;
- 3) they do not include information that allows for the identification of the message.

**§ 44.**

1. Upon the request of NBP, Participants and authorised supervision authorities, KIR shall provide the source data about the exchange of messages in the Elixir system.
2. KIR prepares the reporting on the exchange of messages between the Participants in monthly periods, with consideration given to the needs of the Participants.

**CHAPTER XI.**

**PRINCIPLES OF PERSONAL DATA PROCESSING**

**§ 45.**

1. The Participant entrusts KIR with the processing of personal data within the meaning of Article 28 of GDPR.
2. The Participant represents that it is a personal data controller within the meaning of Article 4 section 7 of GDPR with regard to personal data entrusted to KIR for processing.
3. KIR shall process the entrusted personal data included in the messages in order to:
  - 1) execute interbank, interbranch and intrabranh clearings to meet the obligations set forth in the participation agreement;
  - 2) ensure security;
  - 3) conduct statistical analysis;
  - 4) enhance the operation of the payment systemwith the observance of regulations on personal data protection, banking secret protection and professional secret protection for savings and credit unions.
4. The scope of entrusted data shall particularly cover, but not be limited to, personal data included in the messages. The scope of data entrusted for processing includes:
  - 1) number of the bank account or account of a savings and credit union member;
  - 2) name – including:
    - a) first name and last name,
    - b) address,
    - c) series and number of identity document, PESEL (personal identification number), NIP (tax identification number),
    - e) other data provided by the Participant's clients.
5. The scope of operations performed on the data entrusted by the Participant includes: entering, presenting, sending, storing, archiving and deleting data.
6. KIR processes the entrusted personal data only upon the documented order of the Participant, where the Participant is not authorised to issue orders in a mode or of a character different than those provided for in the participation agreement.
7. KIR shall cooperate with the Participant in meeting the Participant's obligation to:
  - 1) respond to the request of the data subject within the scope of execution of their rights, with the use of appropriate technical and organisational measures, and with consideration given to the nature of processed data;
  - 2) report any breach of data protection and notify the data subjects about the personal data breach;
  - 3) assess the effects on data protection;
  - 4) conduct consultations with the supervision authority.
8. KIR keeps the register of all categories of processing actions for the entrusted personal data referred to in Article

**§ 46.**

1. KIR is obliged to cooperate with the Participant within the scope of responding to the requests of data subject referred to in Chapter III of GDPR, in the mode set forth in sections 2 and 3.
2. KIR is obliged to promptly provide the Participant with information about the requests of data subjects, not later than on the fifth working day after their receipt by KIR, where KIR is not authorised or obliged to accept any requests, petitions or queries from data subject or to respond to such requests, petitions or queries.
3. KIR shall be closely cooperating and supporting the Participant in relation to the submitted claim or request from the data subject within the scope of personal data processing in accordance with the participation agreement.

**§ 47.**

1. KIR shall provide the Participant with all information necessary to prove that the obligations referred to in this Chapter are met and to enable it to conduct control within this scope, upon prior notification about the control at least seven working days before its commencement or immediately in the case of data breach occurrence. The control may be conducted by persons indicated by name by the Participant, on working days, in places of data processing. KIR shall cooperate on verification and repair actions.
2. The information about the planned control shall be provided to KIR at least seven working days before its commencement, with the simultaneous indication of persons authorised by the Participant to conduct the control.
3. KIR shall promptly inform the Participant about:
  - 1) the intention, course and results of control of compliance of entrusted personal data processing with personal data protection laws conducted by a relevant supervision authority;
  - 2) decisions and orders issued for KIR by a relevant supervision authority with regard to the processing of entrusted personal data;
  - 3) complaints with regard to the KIR's observance of personal data protection laws on the processing of entrusted personal data.

**§ 48.**

1. The Participant entrusts KIR with the processing of personal data exclusively for the period necessary to execute the participation agreement, subject to § 42.
2. KIR erases the processed personal data from its ICT systems upon the lapse of a period of time referred to in § 42.

**§ 49.**

1. Considering the current state of technical knowledge, cost of implementation and nature, scope, context and purposes of processing, and the risk of infringement of rights or freedoms of natural persons with various degrees of likelihood and importance, KIR implements adequate technical and organisational measures to ensure the level of security corresponding to the risk, as referred to in Article 32 of GDPR. The Participant and KIR shall cooperate within the scope of implementing security measures for the personal data processing and storage operation.
2. KIR ensures that the processing of personal data shall be performed only by persons with relevant authorisation granted by KIR who are obliged to keep the confidentiality of personal data, banking secret and security measures employed at KIR.
3. KIR shall acquaint the persons referred to in section 2 with the legal provisions referred to in § 45 section 3.
4. After becoming acquainted with the provisions referred to in § 45 section 3, the persons referred to in section 2 shall make a written statement that they have read the provisions on personal data protection and are obliged to observe them, also that they are obliged to keep the confidentiality of personal data, banking secret, professional secret of savings and credit unions and security measures employed at KIR.
5. KIR maintains records of persons authorised to process personal data.

**§ 50.**

1. KIR shall report to the Participant every breach of personal data entrusted to KIR by the Participant promptly but not later than within 36 hours of its occurrence. The report must include at least the information specified in Article 33 section 3 of GDPR, that is:
  - 1) describe the nature of personal data breach, including, as far as possible, indicate categories and approximate number of data subjects, as well as categories and approximate number of personal data records affected by the breach;

- 2) indicate the first name, last name and contact details of Data Protection Officer at KIR;
  - 3) describe possible consequences of personal data breach;
  - 4) describe the measures employed or proposed by KIR to deal with personal data breach, including, as the case may be, measures aimed at the minimisation of its possible negative results.
2. KIR shall be obliged to update the information provided in the report and to promptly inform the Participant about this.
  3. The information referred to in sections 1 and 2 should be sent to the email address of the person responsible for contacts with KIR indicated in the Application Form of the BB Participant whose model is set forth in Technical Specification No. 1.

#### **§ 51.**

1. Pursuant to Article 106d section 1 point 3 of the Act on the Banking Law, the Participant makes personal data available to KIR:
  - 1) for KIR to employ financial security measures and conduct and document the results of ongoing analysis of executed transactions referred to in Article 43 section 3 of the AML Act, pursuant to the agreement referred to in Article 48 section 1 of the AML Act and concluded with a bank or a savings and credit union;
  - 2) for KIR to perform actions for banks or savings and credit unions necessary for banks or savings and credit unions to employ financial security measures and conduct and document the results of ongoing analysis of executed transactions referred to in Article 43 section 3 of the AML Act.
2. KIR shall exercise due diligence while processing personal data that are made available and shall process them in a ccordance with the provisions of GDPR and other commonly applicable provisions of the law that protect the rights of the data subjects.
3. KIR shall employ security measures meeting the requirements of GDPR, and shall particularly secure personal data by implementing relevant technical and organisational means that ensure appropriate level of security corresponding to the risk related to personal data processing referred to in Article 32 of GDPR.
4. KIR shall only grant authorisation to process personal data to all persons who process the data that are made available.

#### **§ 52.**

1. In the case of KIR acting jointly with the institution established pursuant to Article 105 section 4 of the Act on the Banking Law actions referred to in § 51 section 1, KIR may – pursuant to Article 106d section 1 point 3 of the Act on the Banking Law – provide this institution with data processed in the Elixir system, specifically personal data, within the scope of joint performance of the necessary actions to the extent necessary to jointly carry out these activities and for the purpose of doing so.
2. The provision to the institution referred to in Section 1 data processed in the Elixir system, specifically personal data, shall take place providing that:
  - 1) has been ensured that processing by this institution provided data shall take place with the observance of requirements referred to in § 51 section 2-4;
  - 2) has been ensured that entities unauthorized to access to banking secrecy shall not have access to data provided to this institution.

#### **§ 53.**

KIR may transfer the entrusted personal data to a third country or international organisation for the purposes referred to in § 51 section 1. If data are transferred to a third country or international organisation, KIR shall ensure the appropriate security measures for the transfer of data and effective legal protection measures, and particularly transfer of data on the basis of decision of the European Commission ascertaining the appropriate level of protection and standard contractual clauses adopted by the European Commission.