

Appendix No. 1 to the Terms and Conditions of the Sandbox Program at Biuro Informacji Kredytowej S.A.

List of documents that need to be submitted with the Application

Item	Type of document
1.	Statute, articles of association, certificate of incorporation
2. 1 1. 2 0 2 1	Power of attorney to represent the Applicant

Appendix No. 2 to the Terms and Conditions of the Sandbox Program at Biuro Informacji Kredytowej S.A.

Form of the Applicant

Item	Contact information
1.	Full name of the Applicant
2.	NIP [Tax Identification Number]
3.	KRS [National Court Register] number
4.	Address of registered office
5.	Contact telephone number
6.	E-mail address
7.	Persons authorized to represent the Applicant
Information on the Solution	
8.	<p>Please specify what makes the Solution innovative (max. 5,000 characters with spaces)</p> <p><i>Please describe how the solution offered stands out from other existing solutions (in your description, you should include the fact that the idea presented does not use or copy standard solutions – in terms of product, service, operating model, etc.)</i></p>
9.	<p>Please describe how the business potential of the implementation of the Solution is assessed (max. 5,000 characters with spaces)</p> <p><i>Please describe whether the Solution is an answer to an actual problem on the market. Please specify how the Solution could impact the activity of the Sandbox Organizer.</i></p>
10.	<p>Please describe the development stage the Solution is currently at (max. 2,000 characters with spaces)</p> <p><i>(e.g. implementation in a production environment, market opinion, market verification),</i></p>
11.	<p>Please describe the experience of the Applicant and their key employees (max. 5,000 characters with spaces)</p>

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ul. Modzelewskiego 77 A, 02-679 Warszawa

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	<i>(with regard to substantive aspects of the activity conducted in the field of developing and maintaining innovative technological solutions)</i>	
12.	Validation of the Solution up to date (max. 2,000 characters with spaces) <i>(in your description, please include the activities conducted so far and their results)</i>	
13.	Business model of the Solution	
a)	Competitiveness of the Solution (max. 2,000 characters with spaces)	
b)	Recipients of the Solution (max. 2,000 characters with spaces) <i>Please describe the target group of the Solution taking their needs into consideration</i>	
c)	Key resources needed to offer the Solution (max. 2,000 characters with spaces) <i>Please indicate particular tangible and intangible resources, e.g. capital, human, technological, and IT resources</i>	
d)	Key partners (max. 2,000 characters with spaces) <i>Please specify entities or types of entities and their activity required to implement the Solution, including suppliers and cooperators.</i>	
e)	Key activities (max. 2,000 characters with spaces) <i>Please describe activities that are necessary to implement the Solution.</i>	
f)	Distribution channels (max. 2,000 characters with spaces)	
Tests		
14.	Solution testing period applied for <i>(max. 3 months)</i>	
15.	Scope of the Test of the Solution applied for (max. 2,000 characters with spaces)	

16.	Preliminary plans for the Test (max. 2,000 characters with spaces) <i>(please indicate objectives and parameters as well as criteria for finishing tests positively)</i>	
Declarations		
The Applicant has not/has participated in another program at another entity conducting a test environment.		
The Applicant is not in arrears with payments for the benefit of public and private entities, and therefore they are not in arrears with the payment of taxes to the revenue office (US), not in arrears with the payment of health and social insurance contributions to the Polish Social Insurance Institution (ZUS), and is not in the National Debt Register.		
Members of the Management Board of the Applicant have never been convicted with the legally binding court decision for crimes specified in the provisions of Chapters XXXIII-XXXVII of the Polish Penal Code.		
The data provided above is true and correct.		
I hereby declare that I agree for Biuro Informacji Kredytowej S.A. (which is a personal data controller) to process my personal data provided in this form for the purpose of assessing the application form, inform me of the results of the recruitment procedure, and for the purpose of me possibly participating in the BIK HUB Program.		
I hereby confirm that I have got acquainted with the Terms and Conditions and I accept their content.		

Appendix No. 3 to the Terms and Conditions of the Sandbox Program at Biuro Informacji Kredytowej S.A.

Information clause concerning personal data processing of the Applying Entities

1. In order to organize recruitment for the Sandbox Program, the Sandbox Organizer shall process personal data of the Applicant and/or their representatives and employees.
2. The Sandbox Organizer can be contacted by e-mail at: bikhub@bik.pl or by traditional mail at: ul. Zygmunta Modzelewskiego 77a 02-679 Warsaw (with a note reading: Sandbox Program, Biuro Informacji Kredytowej S.A.).
3. The Data Protection Officer of the Sandbox Organizer can be contacted by e-mail at: iod@bik.pl or by traditional mail at: ul. Zygmunta Modzelewskiego 77a 02-679 Warsaw (with a note reading: Data Protection Officer, Biuro Informacji Kredytowej S.A.).
4. Personal data shall be processed on the basis of the consent of data subjects – expressed directly or by the agency of the Applicant – and on the basis of the legitimate interest of the Sandbox Organizer. Data shall be processed in order to conduct the recruitment for the Sandbox Program by the Sandbox Organizer and handle any possible appeals or claims of the Applicant. Providing personal data shall be voluntary, but necessary for the achievement of a specific objective.
5. The Sandbox Organizer shall process the following personal data:
 - a. first name,
 - b. last name,
 - c. institution,
 - d. role performed,
 - e. e-mail address,
 - f. phone number,
 - g. information related to the conviction for crimes specified in the provisions of Chapters XXXIII-XXXVII of the Polish Penal Code.
6. Personal data shall not be transferred to other entities, including recipients in third countries or international organizations, except for public authorities, for which the legal basis for transferring data shall be applicable provisions of law.
7. Personal data processing may be entrusted to entities which are used by the Sandbox Organizer to conduct recruitment, in particular:

a. _____

8. Personal data shall be stored for a period necessary to conduct recruitment of a given Applicant for the Sandbox Program, for the duration of the Sandbox Program and to handle any possible appeals or claims of the Applicant, subject to archiving provisions stipulating the retention period for documentation for the Sandbox Organizer.

9. Personal data shall not be used for automated individual decision-making, including profiling.

10. A data subject shall have a right to:

a. access personal data, obtain confirmation whether personal data is processed, and obtain information related to personal data processing,

b. withdraw their consent to personal data processing at any time, whereas the withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal nor shall it affect the lawfulness of the right to use such data on other legal basis,

c. object to personal data processing on the basis of justified interests of the Sandbox Organizer,

d. rectify personal data if such data is incomplete or inaccurate,

e. delete all or some personal data if all legal bases for processing such data are not applicable anymore (e.g. as a result of withdrawing a consent or objecting) or if personal data has been processed unlawfully,

f. restrict personal data processing for the period necessary to determine the legitimacy of deleting or rectifying such data or for the period necessary for the establishment, exercise, or defense of legal claims,

g. obtain a copy of personal data concerning them and request that such data be transferred to another entity in a commonly used, machine-readable format.

11. Should the data subject deem that personal data processing violates provisions of law, they shall have the right to file a complaint with the supervisory authority – the President of the Personal Data Protection Office.

12. Personal data shall not be processed and transferred outside the territory of the European Economic Area.

Appendix No. 4 to the Terms and Conditions of the Sandbox Program at Biuro Informacji Kredytowej S.A.

Information clause concerning personal data processing of the Testing Entities

1. In order to organize recruitment for the Sandbox Program, the Sandbox Organizer shall process personal data of the Tester, Clients of Testing Entities and/or their representatives and employees.
2. The Sandbox Organizer can be contacted by e-mail at: bikhub@bik.pl or by traditional mail at: ul. Zygmunta Modzelewskiego 77a 02-679 Warsaw (with a note reading: Sandbox Program, Biuro Informacji Kredytowej S.A.).
3. The Data Protection Officer of the Sandbox Organizer can be contacted by e-mail at: iod@bik.pl or by traditional mail at: ul. Zygmunta Modzelewskiego 77a 02-679 Warsaw (with a note reading: Data Protection Officer, Biuro Informacji Kredytowej S.A.).
4. Personal data shall be processed on the basis of the agreement for participation in the Sandbox Program and on the basis of the legitimate interest of the Sandbox Organizer. Data shall be processed in order to conduct the recruitment for the Sandbox Program by the Sandbox Organizer and handle any possible appeals or claims of the Applicant. Furthermore, personal data may be processed in order to optimize the Sandbox Program, the Sandbox, or internal processes of the Sandbox Organizer. Providing personal data shall be voluntary, but necessary for the achievement of a specific objective.
5. Personal data shall be processed on the basis of an agreement for participation in the Sandbox Program.
6. The Sandbox Organizer shall process the following personal data:
 - a. first name,
 - b. last name,
 - c. institution,
 - d. role performed,
 - e. e-mail address,
 - f. phone number,
 - g. other data obtained as part of the Test.

7. Personal data shall not be transferred to other entities, including recipients in third countries or international organizations, except for public authorities, for which the legal basis for transferring data shall be applicable provisions of law.

8. Personal data processing may be entrusted to entities which are used by the Sandbox Organizer to conduct recruitment, in particular:

a. ____

9. Personal data shall be stored for a period necessary to conduct the Test of a given Tester for the Sandbox Program, for the duration of the Sandbox Program and to handle any possible appeals or claims of the Tester, subject to archiving provisions stipulating the retention period for documentation for the Sandbox Organizer.

10. Personal data shall not be used for automated individual decision-making, including profiling.

11. A data subject shall have a right to:

a. access personal data, obtain confirmation whether personal data is processed, and obtain information related to personal data processing,

b. object to personal data processing on the basis of justified interests of the Sandbox Organizer,

c. rectify personal data if such data is incomplete or inaccurate,

d. delete all or some personal data if all legal bases for processing such data are not applicable anymore (e.g. as a result of objecting) or if personal data has been processed unlawfully,

e. restrict personal data processing for the period necessary to determine the legitimacy of deleting or rectifying such data or for the period necessary for the establishment, exercise, or defense of legal claims,

f. obtain a copy of personal data concerning them and request that such data be transferred to another entity in a commonly used, machine-readable format.

12. Should the data subject deem that personal data processing violates provisions of law, they shall have the right to file a complaint with the supervisory authority – the President of the Personal Data Protection Office.

13. Personal data shall not be processed and transferred outside the territory of the European Economic Area.

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**Appendix No. 5 to the Terms and Conditions of the Sandbox Program at Biuro Informacji
Kredytowej S.A.**

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Declaration of confidentiality

hereinafter referred to as the “Declaration” made on the date of the Applicant filing the Application, and submitted to

Biuro Informacji Kredytowej Spółka Akcyjna with its registered office in Warsaw at ul. Zygmunta Modzelewskiego 77 A, registered in the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under number 0000110015, with share capital of PLN 15,550,000, fully paid-up, holding NIP [Tax Identification Number] 9511778633, represented by:

Agnieszka Szopa-Maziukiewicz – IT Managing Director

hereinafter referred to as “**BIK**”

by

.....

represented by:

1.
2.

hereinafter referred to as the “**Receiving Party**”

collectively referred to as the “**Parties**”.

Due to the type and scope of cooperation between the Parties, BIK shall deem it necessary to keep any and all information that the Receiving Party acquires, obtains, or receives in relation to the participation in the BIK Sandbox confidential.

1. **For the purposes of this declaration, the Parties introduce the following definitions:**

(a) **“Purpose”** – shall mean any and all talks, negotiations, activities between the Parties concerning or related to the participation of the Receiving Party in the BIK Sandbox.

(b) **“Confidential Information”** – shall mean any and all information or data relating to the BIK activities, in particular, technological information, IT system solutions, disclosed to the Receiving Party to achieve the Purpose, provided either in writing or orally or by any other means by BIK or by a third party operating as a contractor acting on behalf of BIK, or to a third party operating as a contractor acting on behalf of the Receiving Party, or otherwise obtained by the Receiving Party from BIK, both before and after the date of conclusion of this Declaration, however, excluding the information or data:

- i. which is publicly available in any manner whatsoever without violating this Declaration by the Receiving Party; or
- ii. with regard to which the Receiving Party can prove that: (a) it was in the possession of the Receiving Party or known to the Receiving Party as a result of using it or recording in files or computers, or other carriers prior to receiving it from BIK, and was not previously obtained by the Receiving Party from BIK subject to its confidential character, or (b) was obtained by the Receiving Party in accordance with the law at any time independently of the information that was disclosed by BIK; or
- iii. which the Receiving Party has obtained or received from a source other than BIK without violating by the Receiving Party or by that source any obligation to maintain confidentiality or non-use with regard to BIK; or
- iv. which will be provided to a third party by BIK without restrictions as to its disclosure or use; or
- v. which will be disclosed by the Receiving Party: (a) upon prior consent of BIK or (b) without such consent, after five years from the date of achievement of the Purpose.

2. **Storage of Confidential Information**

The Receiving Party shall keep the Confidential Information secret and shall take the same precautionary and security measures with respect to it as those taken by the Receiving Party with respect to its own Confidential Information, and with respect to which the Receiving Party ensures that they provide appropriate protection against unauthorized disclosure, copying or use. Subject to the provisions of Article 3(c), the Receiving Party shall ensure that disclosure of Confidential Information will be limited to those employees or members of the authorities of the Receiving Party who may need this information in order to achieve the Purpose. Any copies or reproductions shall not be made, unless to the extent reasonably necessary to achieve the Purpose, and all copies made is the property of BIK. Any and all Confidential Information and copies thereof shall be returned to BIK within thirty days of receiving a written request from BIK.

3. **Limitations and guarantee**

- (a) The Receiving Party shall: (i) not disclose Confidential Information, either in whole or in part, to

any third party (subject to the provisions of point (c) below), (ii) use this Confidential Information solely to achieve the Purpose, and (iii) not use this Confidential Information or any part thereof commercially without the prior written consent of BIK. Without limiting the foregoing, the Receiving Party shall be authorized to disclose any Confidential Information of BIK in accordance with mandatory provisions of law, provided that it notifies BIK thereof at least two business days prior to such disclosure.

- (b) The Disclosing Party is aware that BIK does not guarantee that Confidential Information will be applicable or appropriate to achieve the Purpose or any other goal within the scope other than the one stipulated by separate provisions.
- (c) Nothing in this Declaration shall apply to information that a Party is required to make available to the public under the law applicable to public companies.

4. **Limitation**

The Receiving Party is aware that:

- (a) Any and all rights to Confidential Information shall be reserved by BIK and no rights or obligations apart from those set forth of this Declaration shall be granted or derived from the provisions of this Declaration. In particular, no license shall be granted under this Declaration, either directly or indirectly, in connection with an invention, discovery, patent, copyright or other industrial property right owned, developed, received, or licensed, now or in the future, to any Party.
- (b) Nothing in this Declaration shall impose an obligation on the Receiving Party or BIK to enter into any economic relationships, nor shall it prevent, prejudice or limit any of the Parties with regard to the continuation of its business elsewhere unless this would constitute a breach of the terms and conditions of this Declaration.

5. **Contractual penalty**

- (a) This Declaration shall be effective starting from the date when the Receiving Party filed the Application.
- (b) In the event of non-performance or improper performance of the provisions of this Declaration, the Receiving Party shall pay BIK a contractual penalty of PLN 50,000.00 (say: fifty thousand Polish zlotys) within 14 days of issuing the request for payment. This, however, shall not exclude the possibility of claiming damages exceeding the amount of the contractual penalty under applicable provisions of law.

6. **Return and destruction of Confidential Information**

In the event of termination of cooperation, the Receiving Party, upon the written request of BIK, depending on the order of BIK, shall be obligated to return or destroy, in a manner agreed upon with BIK, either the mediums of Confidential Information made available to them, documents containing Confidential Information, and copies thereof. The return or destruction of Confidential Information shall be confirmed by a written declaration made by the Receiving Party or a

destruction certificate. The Receiving Party shall have the right to retain copies of Confidential Information in the cases where:

this is required by the generally applicable laws, or entities providing financial, economic, tax, or legal advisory services for the benefit of the Receiving Party are entitled to retain Confidential Information or its elaborations to the extent resulting from the advisory services provided to the Receiving Party, or copies of Confidential Information have been saved as a backup in the IT system of the Receiving Party and cannot be deleted or have been subject to saving due to the security procedures used or they are necessary for making settlements between the Parties,

however, copies of Confidential Information saved on the basis of the above-mentioned provisions shall remain confidential and shall be protected, in accordance with the terms of this Declaration.

7. Governing Law and Jurisdiction

Provisions of Polish law shall apply to this Declaration. The Parties agree to make their best efforts to resolve any and all disputes arising from this Declaration jointly, through discussions between them and/or their representatives. If, despite their best efforts, the Parties fail to resolve the dispute within 90 days of notifying one of the Parties of the dispute by the other Party, then the Parties shall submit the dispute for resolution to the court having jurisdiction over the registered office of BIK.

Receiving Party:

Appendix No. 6 to the Terms and Conditions of the Sandbox Program at Biuro Informacji Kredytowej S.A.

Test assessment sheet

Full name of the Tester	
Date of submitting data for integration	
Integration end date	
Test start date	
1. Test objective	
Objective(s) of the Test	
2. Testing approach	
Test plan and key indicators (scope of the Test)	
Test period	
Description of the Solution	
Final duration of tests (if they are extended, please specify the reason for it)	
3. Test results	
<p>Most important facts</p> <p><i>Please specify the most important positive and negative results of this Test</i></p> <p>.</p> <p>.</p>	

4. Summary		
Key indicator determined for tests	Achieved?	Description of how it was achieved
Opinions of Clients of Testers or BIK		
<p><i>Please describe the consequences of using the Solution for clients during the Test. If any damage occurred, please describe the scope of such damage and how it was removed.</i></p>		
Risks, errors, and problems		Eliminating actions taken
Test schedule		
Periodic report		
Final report		
5. Assessment of cooperation with the Tester		

Final report on the Test

Summary

Please provide a brief description of the tests conducted and their result.

[.....]

1. Background

What was the rationale for conducting tests? What was the objective of the test?

[.....]

2. Description of the solution

Please characterize the Solution tested. What differentiates the Solution from solutions existing on the market?

[.....]

3. Methodology

3. Test participants

Please describe the group of test participants, including the number of participants and how they were acquired.

[.....]

3.2 Testing process

Please describe briefly how the tests were conducted, including a description of the Solution, and indicate the environment which was used for testing.

[.....]

4. Test results

Please describe the most important events which occurred during the tests, both positive and negative ones. Were the results statistically significant? How do the test results relate to the initial hypothesis? Was anything conducted differently than it had been agreed before the test? Were the services made available outside? What was the feedback from final recipients? Please indicate the reason for the change.

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[.....]

5. Conclusions

Please indicate whether the results of the tests conducted are in line with their assumptions. Please also specify how the conclusions were drawn from the tests conducted and what actions were taken by the Tester after the tests had been conducted. Was the assumed model of planned activity changed as a result of the test results? Does the Tester have any remarks or suggestions related to the form of the final service: its content, technology, or business?

[.....]