



**AGREEMENT ON MANAGEMENT  
OF EMPLOYEE CAPITAL PLAN  
BY PPK inPZU SPECIALISED OPEN-END INVESTMENT FUND<sup>1</sup>**

entered into on **(to be completed by TFI PZU SA)** ..... by and between:

**PPK inPZU Specjalistyczny Fundusz Inwestycyjny Otwarty [PPK inPZU Specialised Open-End Investment Fund]**, entered in the register of investment funds kept by the District Court in Warsaw, 7<sup>th</sup> Civil and Commercial Division, under number RFi 1635,

hereinafter referred to as the "Fund"

managed and represented by:

**Towarzystwo Funduszy Inwestycyjnych PZU Spółka Akcyjna** with its registered office in Warsaw at the following address: al. Jana Pawła II 24, 00-133 Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register under number KRS 0000019102, Statistical Identification Number (REGON) 014981458, Tax Identification Number (NIP) 527-22-28-027, share capital of PLN 13,000,000 fully paid in, represented by:

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hereinafter referred to as "TFI PZU SA"

and

- \* name (business name)
- \* legal form
- \* Statistical Identification Number (REGON)
- \* register type / register (CEIDG/KRS/other register) number
- \* Identification of the employer / in the absence of NIP — series and number of the identity document or passport
- \* address of the registered office (country, town, post code, street, house number, unit/flat number)
- \* mailing address (city, post code, street, house number, unit/flat number)

represented by:

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- \* forename and surname
- \* function (entrepreneur/ partner/ management board member/ commercial proxy/ authorised representative/ statutory representative)
- \* mobile phone number
- \* electronic mail (e-mail) address

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<sup>1</sup> Translation only for information purposes. The Polish version is binding

hereinafter referred to as the "Employer".

#### **Article 1.**

1. The Fund, pursuant to this "Agreement on management of employee capital plan by PPK inPZU Specialised Open-End Investment Fund" (hereinafter referred to as the "Agreement"), shall manage the employee capital plan (hereinafter referred to as the "PPK") for Employees employed at the Employer.
2. The "Terms and conditions of employee capital plan management by PPK inPZU Specialised Open-End Investment Fund" (hereinafter referred to as the "Terms and Conditions"), forming Appendix No. 1 to the Agreement, constitute an integral part of the Agreement.

#### **Article 2.**

The Fund represents that:

- it is authorised to enter into and perform the Agreement,
- it obtained, and if necessary it will obtain, all consents and approvals required by the law and internal regulations of TFI PZU SA in connection with the matters concerning the Agreement and the performance hereof by the Fund,
- TFI PZU SA is regulated by the Polish Financial Supervision Authority,
- TFI PZU SA was registered in the PPK register,
- the Agreement does not contain conditions that are less favourable than the conditions presented by the Fund in the PPK website on the date the Agreement is concluded.

#### **Article 3.**

The Employer represents that:

- it is authorised to enter into and perform the Agreement,
- it obtained all approvals required by the law and internal regulations of the Employer to conclude and perform the Agreement,
- in accordance with the provisions of Article 7 clauses 3-5 of the Act, it selected the Fund as a financial institution with which the Agreement will be concluded,
- it employs a sufficient number of Employees which entitles it to conclude the Agreement in accordance with Article 134 of the Act,
- it has read the Terms and Conditions and acknowledges that their provisions are binding,
- it has read the "Terms and conditions of using the e-PPK website" and accepts their provisions,
- by making the first payment to PPK, he confirms the identity of the persons representing the Employer at the conclusion of the Agreement and the Agreement Administrator,
- it has not previously entered into a PPK management agreement with other financial institution / it has previously entered into a PPK management agreement with a financial institution other than the Fund and intends to terminate it in connection with the conclusion of the agreement with the Fund,
- [OPTIONAL, THE EMPLOYER MAY MARK OR NOT MARK] as part of the PPK servicing, it declares its readiness to provide the Fund with a declaration of will of the PPK Participant on the basis of an authorisation from the PPK Participant for the Employer,
- [OPTIONAL, THE EMPLOYER MAY MARK OR NOT MARK] it agrees to TFI PZU SA referring to the fact that it maintains the PPK for the Employer in marketing publications of TFI PZU SA and to the use of the Employer's logo in such context, provided that such use of the Employer's name and logo does not harm the reputation of the Employer and concerns only the information on the maintenance of the PPK by the Fund

for the benefit of the Employer. TFI PZU SA shall lose the above right upon termination of the Agreement. At a written request of the Employer, TFI PZU SA shall stop referring to the fact of maintaining the PPK or using the Employer's logo.

- [OPTIONAL, THE EMPLOYER MAY MARK OR NOT MARK] it belongs to a capital group as defined by the Accounting Act, in which obligations under the Act started to be applied at least in relation to one Employer,
- [OPTIONAL, ONLY FOR EMPLOYERS WHO ARE PHYSICAL PERSONS] it was informed that its personal data are processed by the Fund. The information on the processing of personal data can be found in the Terms and Conditions,
- [OPTIONAL, ONLY FOR EMPLOYERS WHO ARE PHYSICAL PERSONS] it agrees to the disclosure of its personal data by TFI PZU SA to entities from the PZU Group, i.e. PZU SA, PZU Życie SA, PTE PZU SA, TFI PZU SA, PZU Pomoc SA, PZU Zdrowie SA, PZU CO SA, Link4 TU SA, PEKAO SA and Alior Bank SA, for their own marketing purposes, including profiling aimed at determining preferences or needs in the area of insurance products and other financial products and for the purpose of presenting an appropriate offer,
- [OPTIONAL, ONLY FOR EMPLOYERS WHO ARE PHYSICAL PERSONS] it agrees to receive from PZU SA, PZU Życie SA, PTE PZU SA, TFI PZU SA, PZU Pomoc SA, PZU Zdrowie SA, PZU CO SA, Link4 TU SA, PEKAO SA and Alior Bank SA marketing information via electronic means of communication (e-mail, SMS/MMS),
- [OPTIONAL, ONLY FOR EMPLOYERS WHO ARE PHYSICAL PERSONS] it agrees to receive from PZU SA, PZU Życie SA, PTE PZU SA, TFI PZU SA, PZU Pomoc SA, PZU Zdrowie SA, PZU CO SA, Link4 TU SA, PEKAO SA and Alior Bank SA marketing information via voice calls (telephone conversation, IVR voice messages).

#### **Article 4.**

The amount of additional payments, financed by the Employer for individual groups of Employees (provided that the Employer has decided to finance such additional payments):

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The Employer may start at any time making an additional payment, change the amount of the additional payment or opt out of making it by amending the Agreement, on the principles set out in the Terms and Conditions.

#### **Article 5.**

1. The Agreement is concluded for an indefinite period.
2. The terms and procedure for terminating the Agreement are set out in the Terms and Conditions.

#### **Article 6.**

1. All terms that are not defined in the Agreement shall have the meanings assigned to them in the Terms and Conditions.
2. The Agreement shall be governed by the Polish law.
3. Any matters not provided for in this Agreement shall be governed by the provisions of the Terms and Conditions.
4. In the event of any discrepancies between this Agreement and the Terms and Conditions, the provisions of the Agreement shall prevail.

#### **Article 7.**

1. The Agreement was drawn up in an electronic form, allowing it to be recorded on a Durable Medium, with the possibility of generating a copy for each Party.

2. The Agreement shall be concluded on the day on which a declaration of will is made by both Parties, save that the Fund shall be the second Party to make the declaration of will, after the verification. The Agreement may not be concluded before the date the Employer becomes subject to the provisions of the Act in accordance with Article 134 of the Act.

[The Agreement was concluded in an electronic form]

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Employer

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Fund