



**AGREEMENT ON MAINTENANCE
OF EMPLOYEE CAPITAL PLAN
BY PPK inPZU SPECIALISED OPEN-END INVESTMENT FUND¹**

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, 7th 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, 12th Commercial Division of the National Court Register under number KRS 000019102, 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

Employees who are PPK Participants, listed in Appendix No. 1 to the Agreement,

represented by:

- * 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 / shareholder / president of the management board / vice-president of the management board / member of the management board / commercial proxy / attorney-in-fact / statutory representative)

¹ Translation only for information purposes. The Polish version is binding

* mobile phone number

* electronic mail (e-mail) address

hereinafter referred to as the "Employer".

Article 1.

1. The Fund, pursuant to this "Agreement on maintenance of employee capital plan by PPK inPZU Specialised Open-End Investment Fund" (hereinafter referred to as the "Agreement"), shall maintain the employee capital plan (hereinafter referred to as the "PPK") for Employees employed at the Employer, who are PPK Participants, as well as other persons who are PPK Participants who are no longer Employees of the Employer.
2. The "Terms and conditions of maintenance of employee capital plan by PPK inPZU Specialised Open-End Investment Fund" (hereinafter referred to as the "Terms and Conditions"), forming Appendix No. 2 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.

Article 3.

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 4.

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 5.

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 the Fund, the Employer and each PPK Participant being a Party hereto.
2. The Agreement shall be concluded on the day on which a declaration of will is made by the Fund and the Employer acting for and on behalf of Employees who are PPK Participants, however not earlier than on the date the Fund is provided with the List of Employees who are PPK Participants, constituting Appendix No. 2

to the Agreement, save that the Fund shall be the second Party to make the declaration of will, after the verification.

[The Agreement was concluded in an electronic form]

Employer for and on behalf of Employees

Fund

The Employer, acting on its own behalf represents that:

- it concluded the PPK Management Agreement with the Fund,
- it has the right to conclude the Agreement for and on behalf of PPK Participants,
- it made available the content of the Terms and Conditions in the usual manner applicable at the Employer, informed the Employees about the possibility of reading the Terms and Conditions via the Management Company website, and also informed the Employees of the possibility of providing the Employees with the Terms and Conditions in a printed version by TFI PZU SA.

Employer on its own behalf