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APPLICATION FORM FOR INDIVIDUAL INSURANCE
of an Instrument provided for financing foreign direct Investments

Attention:

1) *Unless otherwise defined in this application, capitalized terms used in this application (including appendices) shall have the meaning as defined in the General Terms and Conditions for State Treasury-guaranteed Insurance of Instruments provided for the financing of foreign direct Investments, approved by the Resolution of the Management Board of KUKE S.A. No. 315/IN/P/2024 of 31.12.2024 which shall apply to the Insurance Agreement concluded on the basis of this application.*
2) *You may enclose to this form financial statements of the Debtor (guarantor/surety/other Security Provider) for the last 3 years and the term sheet of the transaction. Please do not enclose to this form any Financing Agreement, Security documents and any other credit documentation, it should be provided only on KUKE's request.*
3) *While concluding the Insurance Agreement, KUKE requires the Applicant and the Debtor to submit a declaration on bribery.*

A. APPLICANT:

Full Name & Address: ....

Correspondence Address: ....

REGON No.: ....

(only for Polish companies)

Register No.: ....

Person in charge: ....

Telephone: ....

E-mail: ....

Website: ....

B. DATA REFERRING TO THE FINANCING AGREEMENT:

I. Debtor:

Full Name & Address: ....

Register No.: ....

E-mail: ....

Telephone: ....

Debtor's legal status: Public ☐ Private ☐

Debtor's rating: .... assigned by a credit rating agency: ....

1. Does the Lender hold shares in the capital of the Debtor and/or has a significant influence on managing it?

   Yes ☐ No ☐

   /If yes, please specify in the appendix /

2. Information concerning an ultimate beneficial owner – UBO of the Debtor / Security Providers / project sponsors, if exist:

   Full name and nationality of the person(s) being UBO:

   ....

   percentage of shares held directly or indirectly:

   ....

   Full name and nationality of the person(s) being UBO:

   ....

   percentage of shares held directly or indirectly:

   ....

II. Subject of the Financing Agreement (Description):

....

....

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……………………………………………………………………………………………

……………………………………………………………………………………………

III. Financing documentation:

Is the Financing Agreement concluded? Yes ☐ No ☐

If yes, please provide the number of the agreement: …………………… and date of its signature: ……………………

Conditions of entry into force of the Financing Agreement:

……………………………………………………………………………………………

……………………………………………………………………………………………

IV. Financing Agreement value:

Total: ……………………………

including:

1. Principal amount /capital: ……………………………

   including:
   - financing the Investment: ……………………………
   - financing KUKE's Insurance premium: ……………………………
   - interest capitalized during the disbursement period: ……………………………

2. Estimated interest on the principal amount: ……………………………

   including:
   - interest accrued during disbursement period: ……………………………

     at interest rate: …………………………… payable: ……………………………
   - interest accrued during repayment period: ……………………………

     at interest rate: …………………………… payable: ……………………………

3. Fees / please specify all fees, provide the amounts, methods of calculating, and payment dates /

   ……………………………………………………………………………………………

   ……………………………………………………………………………………………

V. Disbursement of the Instrument:

1. Principles and documentation for the disbursement of the Instrument:

   ……………………………………………………………………………………………

   ……………………………………………………………………………………………

   ……………………………………………………………………………………………

2. Disbursement period /in days/: ……………………

VI. Terms of payment of the Receivables:

- Repayment period of …………………… years, payable in …………………… */quantity and frequency – monthly, quarterly, semi-annually/* capital installments and in …………………… interest installments *(quantity and frequency).*
- Repayment of the first capital installment will be executed not later than …………………… months from the starting point of credit.

After stipulation of the final schedule of Receivables repayment but not later than before concluding the Insurance Agreement, specify final schedule prepared as follows:

Installment	*Principal amount /capital/*	*Interest*	*Total /principal + interest/*	*Payment date*
1				
2				
3				
…				
Total				

VII. Repayment Securities: */ if necessary, please describe in the appendix how the Security works /*

Type of Security	Value	Date of issuing *(ex. before disbursement of the Instrument/*	Date of validity	Entity issuing the Security */name, legal status, address, phone, e-mail/*
Total				

VIII. Does the Applicant hold shares in the capital of the guarantor/surety/other Security Provider and/or has a significant influence on managing it?

Yes ☐ No ☐

/ if yes, please give detailed information /

....

....

IX. Clauses in the Financing Agreement / to be filled in case term sheet of the transaction has not been attached to the application form /:

1. Termination of the Financing Agreement is possible in the following cases:

   ....

   ....

2. Dispute resolution clauses:

   ....

   ....

3. Other significant clauses */force majeure, pari passu, subordination of loans, dividend lock-up, disclosure requirements etc./*:

   ....

   ....

4. Law applicable to the Financing Agreement:

   ....

5. Court appointed to adjust the disputes between the parties of the Financing Agreement:

   ....

X. Does the Financing Agreement comply with international law, law of the European Union, OECD regulations, and law of the Republic of Poland, including with decisions and regulations concerning restrictive measures and other sanctions related regulations?

Yes ☐ No ☐ Not applicable ☐

XI. Has the Financing Agreement been (or will be) concluded with or at the benefit of person, entity, or body mentioned on the list of persons, entities and bodies subject to financial sanctions published by the European Union?

Yes ☐ No ☐ Not applicable ☐

XII. Has the Financing Agreement been (or will be) concluded as a result of deeds stipulated in article 229, article 230a, and article 296 of the Polish Penal Code, as a result of bribery of foreign and domestic public officials, prohibited under laws of any country, or as a result of other illegal acts of similar character?

Yes ☐ No ☐

XIII. Is the Applicant or anyone acting on his behalf during the process leading to the conclusion of the Financing Agreement listed on the publicly available debarment lists of the following international financial institutions: World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, and the Inter-American Development Bank?

Yes ☐ No ☐

XIV. Is the Applicant or anyone acting on his behalf during the process leading to the conclusion of the Financing Agreement currently under charge in any court for violation of laws against bribery or other illegal acts of similar character?

Yes ☐ No ☐

XV. Has the Applicant or anyone acting on his behalf during the process leading to the conclusion of the Financing Agreement been, within a five-year period preceding this declaration, convicted for violation of laws against bribery or other acts of similar character in any court, subject to equivalent measures, or found as part of a publicly-available arbitral award to have engaged in bribery?

Yes ☐ No ☐

C. DEBTOR (INVESTOR)

(In case the Debtor is a foreign Subsidiary Company of the Polish entrepreneur that provides a guarantee, secures the repayment of the Instrument in a different manner, or otherwise is engaged in the project, please describe the structure of the Investment, describe the connections between the Debtor and Polish entrepreneur, and provide a characteristic of the engagement of the Polish entrepreneur in the project. It is necessary to fill in point C1 separately for the Polish entrepreneur).

A. Full Name & Address: ....

Correspondence Address: ....

REGON No.: ....

(only for Polish companies)

Register No.: ....

Person in charge: ....

Telephone: ....

E-mail: ....

Website: ....

B. Investor/Debtor activity on the market:

Legal form: joint stock company ☐

limited liability company ☐

state-owned enterprise ☐

other ☐

/please describe?/ ....

Date of starting business activity: ....

Number of employees: ....

Fiscal year: from .... to ....

Largest shareholders:

Shareholder	% of shares in capital	% Votes

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Business entities in which the Investor/Debtor holds shares/stocks in Poland:

Name	% of shares in capital	% Votes

Business entities in which the Investor/Debtor holds shares/stocks abroad:

Name and country	% of shares in capital	% Votes

Investments already made in Poland:

Type of Investment	Value

Investments already made abroad:

Type of Investment	Value

Investments planned for the next 3 years in Poland:

Type of Investment	Value

Investments planned for the next 3 years abroad:

Type of Investment	Value

C1. POLISH ENTEPRENEUR

(In case the Debtor is a foreign Subsidiary Company of the Polish entrepreneur that provides a guarantee, secures the repayment of the Instrument in a different manner, or otherwise is engaged in the project, it is necessary to fill in point C1 with the details of Polish entrepreneur).

I. Full Name & Address: ....

Correspondence Address: ....

REGON No.: ....

(only for Polish companies)

Register No.: ....

Person in charge: ....

Telephone: ....

E-mail: ....

Website: ....

II. Investor/Debtor activity on the market:

Legal form:

- joint stock company ☐
- limited liability company ☐
- state-owned enterprise ☐
- other ☐

/please describe?/ ....

Date of starting business activity: ....

Number of employees: ....

Fiscal year: from .... to ....

Largest shareholders:

Shareholder	% of shares in capital	% Votes

Business entities in which the Polish entrepreneur holds shares/stocks in Poland:

Name	% of shares in capital	% Votes

Business entities in which the Polish entrepreneur holds shares/stocks abroad:

Name and country	% of shares in capital	% Votes

Investments already made in Poland:

Type of Investment	Value

Investments already made abroad:

Type of Investment	Value

Investments planned for the next 3 years in Poland:

Type of Investment	Value

Investments planned for the next 3 years abroad:

Type of Investment	Value

III. Description of the structure of the Investment, the connections between the Debtor and Polish entrepreneur and characteristic of the engagement of the Polish entrepreneur in the project.

....

....

....

....

D. DATA REGARDING THE INVESTMENT BEING THE SUBJECT OF THE FINANCING AGREEMENT

I. Country of Investment: ....

II. Subject of the Investment:

1. The Investment consists of:
   - operating a Project Enterprise abroad ☐
   - acquiring foreign Project Enterprise or its organised part ☐
   - providing capital contributions ☐
   - granting subordinated loans by shareholders ☐
   - carrying out a property development projects ☐
   - acquiring ownership and other rights to real estate and other fixed assets located in the Country of Investment in connection with the operations of a Project Enterprise abroad ☐
   - other ☐

   /please describe?/ ....
2. Subject of activity within the Investment: ....
3. If the Investor/Debtor has shares in the Project Enterprise, please provide the percentage of the share: ....
4. Do these shares allow the Investor/Debtor to have an effective influence on the Project Enterprise?

   Yes ☐ No ☐
5. Target percentage of capital share in the Project Enterprise: ....
6. Planned Investment value: ....
7. Investment Progress Level: */please describe, i.a. if and when the Investment agreement has been concluded/*

....

....

III. Full Name & Address of the Project Enterprise ....

Correspondence Address: ....

Tax Number: ....

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Register No.: ....

Person in charge: ....

Telephone: ....

E-mail: ....

Website: ....

IV. Individual obligations of the Country of Investment towards the Debtor/Project Enterprise:

1. Details of the institution representing the state:

   Full Name: ....

   Address: ....

   Telephone: ....

   Legal status:

   - regional authority ☐
   - municipal authority ☐
   - public institution, provided it performs state functions ☐
   - other ☐

   / please describe / ....

2. Regulations / agreements specifying the obligation towards the Debtor / Project Enterprise:

   The agreement has been concluded Yes ☐ No ☐

   If yes, please provide the number of the agreement and date of signing: ....

   The decision is in force Yes ☐ No ☐

   If so, please provide the decision number and date of issuing: ....

   Description of the state's obligation: ....

   Other: ☐

   / please describe / ....

E. REQUESTED INSURANCE (COMMERCIAL RISK):

I. Requested value of Insurance */in the currency of the Financing Agreement/*

Total: ....

including:

1. principal amount /capital/: ....

   including:

   - financing the Investment: ....
   - financing KUKE's insurance premium: ....
   - interest capitalized during the disbursement period*: ....

2. interest on principal amount*: ....
3. fees: ....
4. other */please specify/* ....

   **If case of floating interest rate, please provide estimate calculation of interest*

II. Requested percentage of Insurance Cover: ....

III. Required date of premium payment:

- In a lump sum within 15 days from the date of the invoice ☐
- In a lump sum on the date of first disbursement /not later than 60 days from the date of the invoice/ ☐

Justification:

....

....

Decision on concluding the Insurance Agreement will be taken basing on this application as well as documents and explanations provided in connection with it in written form and in e-mail. Any information on change and alterations of the data contained in this application should be provided to KUKE without delay.

Place & date	Applicant's signature

Appendices to the Application form for individual insurance:

1. *Questionnaire on environmental and social impacts together with the statement on consent to disclose information* ☐

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CONSENT TO SHARING INFORMATION COVERED BY INSURANCE SECRECY CONCERNING INDIVIDUAL STATE TREASURY-GUARANTEED INSURANCE OF AN INSTRUMENT PROVIDED FOR THE FINANCING OF FOREIGN DIRECT INVESTMENTS

Information covered by Insurance secrecy in accordance with the Act on Insurance and Reinsurance Activity of 11 September 2015 concerning State Treasury-guaranteed Insurance of an Instrument provided for financing of foreign direct Investments may be shared with:

a) the Insurance Guaranteed by the State Treasury Policy Committee (Komitet Polityki Ubezpieczeń Gwarantowanych przez Skarb Państwa) on the basis of the Act on Insurance Guaranteed by the State Treasury of 7 July 1994 (or the Act replacing the aforementioned Act, regulating the terms and conditions of carrying on business under the Polish Insurance system with state support),
b) bodies and employees of state administration, on the basis of laws, resolutions and other sources of mandatory legal regulations,
c) relevant bodies of the EU and OECD,
d) export credit agencies from other countries for the purpose of risk reinsurance and as part of the exchange of information and obligations under the OECD Arrangement, the OECD Recommendation, and KUKE’s participation in Berne Union,
e) entities from Polish Development Fund and the supervising entities of KUKE with regard to Insurance guaranteed by the State Treasury (i.e. the minister competent for economy),

in so far as such a transfer is necessary and limited to the actual need, in connection with KUKE's activities under the Act on Insurance Guaranteed by the State Treasury of 7 July 1994 (or the Act replacing the aforementioned Act) or in connection with legal provisions which oblige KUKE to provide certain information.

I declare that I have read the above information clause relating to the provision of information covered by Insurance secrecy concerning each individual State Treasury-guaranteed Insurance of an Instrument provided for financing of foreign direct Investments agreement and agree to the sharing of the above information.

Place & date *Applicant’s signature*

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INFORMATION ON THE PROCESSING OF PERSONAL DATA

The Controller and Controller Contact Details

The Controller of personal data is KUKE S.A. with its registered office in Warsaw, 50 Krucza St., 00-025 Warsaw, hereinafter referred to as the "Controller". Contact with the Controller is possible via email: odo@kuke.com.pl or in writing to the address of the registered office provided above.

Aim and Grounds for Data Processing

Your personal data can be processed for the following purposes:

- Necessary to execute the Agreement concluded with you or to take the actions requested by you before the conclusion of the Agreement (legal grounds: Article 6.1(b) of the GDPR), in particular to:
  - Prepare an offer, carry out insurance risk assessment, calculate the cost of the Agreement, and handle and execute the Agreement;
  - Settle a claim (provided that such has been submitted), including handling a submitted claim, issuing an appropriate decision in the scope of the disbursement of compensation or other benefits – subject to the Agreement and the provisions of the law;
- Fulfil the legal obligations of the Controller resulting from the applicable and binding provisions on the insurance and reinsurance company (legal grounds: Article 6.(c) of the GDPR), particularly to fulfil the obligations concerning carrying out activities, that is: crime prevention and detection, establishing technical insurance provisions for solvency and accounting purposes, including statistical purposes, and determining the percentage utilisation rate laid down in the Budget Law, the limit that total liabilities under export credit insurance guaranteed by the State Treasury cannot exceed, and accounting, subject to the rules on accounting;
- Process applications and complaints, pursue recourse claims resulting from legitimate interests executed by the Controller, including risk reinsurance, take actions related to the prevention of insurance crimes, take possible actions relating to counteracting the disbursement of undue benefits or compensation, carry out customer satisfaction surveys, possibly enforce claims or possibly defend against claims related to the concluded Agreement, information provided to the clients on the insurance products and other financial products offered by KUKE S.A. through the direct marketing of products and services (legal grounds: Article 6.1(f) of the GDPR);
- Direct marketing of own products and services of the Controller, in the event of an Agreement not being concluded or after its termination and in order to convey to KUKE Finance S.A. with its registered office in Warsaw, for the purpose of the direct marketing of the products and services of this company, pursuant to the consents for the processing of personal data for such purposes (legal grounds: Article 6.1(a) of the GDPR).

Should you be an employee or representative of a client/undertaking that is a party to the agreement, the Controller can process your data in order to conclude and execute the Agreement with the company that you represent/which you work for/which you cooperate with, including for the purpose of ongoing contact and confirmation of the instructions and orders made via a dedicated customer website and for the purpose of creating and handling the accounts of the user on a dedicated customer website (legal grounds: Article 6.1(f) of the GDPR).

Storage Period for Data

The data stored in connection with the execution of the Agreement can be processed by us up to the execution of the rights and obligations resulting therefrom, including the claims limitation period, as well as recourse claims. The data processed to fulfil the legal obligations to which the Controller is subject may be processed within the terms laid down in the provisions imposing such obligation(s). The data processed subject to the legitimate interests of the Controller may be processed until the legitimate interests of the Controller constituting the grounds for such processing have been fulfilled or until you raise an objection against such processing, with the exception of the situation when the Controller shall demonstrate the existence of valid legitimate grounds for the processing that take precedence over your interests, rights, and freedoms, or the grounds to establish, exercise, and defend claims.

Rights of the Data Subject

- The right to access personal data and the right to rectify, erase or limit their processing;
- The right to raise an objection to the address of the Controller, particularly against the processing of personal data for direct marketing purposes, including profiling in the scope in which the grounds for the processing of personal data are a premise for the legitimate interests of the Controller;
- The right to withdraw such consent in the scope in which the grounds for the processing of personal data constitutes consent;
- The right to transfer personal data, that is, to receive your personal data from the Controller in a structured, commonly used format in machine readable form (in so far as this shall apply), including also to possibly transfer such data to another data controller;
- The right to lodge a complaint to the supervisory authority (Polish Personal Data Protection Office) handling data protection affairs.

Data Transfers

Your personal data can be transferred to:

- The providers of IT systems and IT services, undertakings providing legal, debt collection, analytical or insurance outsourcing services to the Controller;
- Reinsurers;
- Authorities authorised to receive your data subject to the provisions of the law;
- KUKE Finance S.A. with its registered office in Warsaw.

The Transfer of Data Outside the European Economic Area

Your personal data may, in justified cases, taking into account the requirements laid down in the provisions of the law, be transferred to recipients located in states outside the European Economic Area.

Information on the Requirement to Provide Personal Data

The provision of personal data is voluntary but necessary for the Agreement to be concluded and executed; however, the provision of personal data for marketing purposes is voluntary.