KUKE
PFR Group

APPLICATION FORM FOR INDIVIDUAL INSURANCE
of 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 foreign direct Investments, approved by the Resolution of the Management Board of KUKE S.A. No. 63/IN/P/2025 of 1st August 2025, which shall apply to the Insurance Agreement concluded on the basis of this application.*
2) *If you claim that some of the information you have provided should be expanded upon, please prepare an annex to the application. Please do not enclose to this form any agreements, contracts, or guarantees, or any documents related to them; it should be provided only on KUKE's request.*
3) *The following should be enclosed to the application:*
   a) Financial statements for the last three years of the Applicant and the Subsidiary Company,
   b) Reports on the business activity of the Applicant and the Subsidiary Company,
   c) Business plan – in the case of new Investment,
   d) Current photographs of the Investment – in the case of existing Investment,
   e) Structure of entities controlled by the Applicant (capital group scheme),
4) *Upon concluding the Insurance Agreement, KUKE requires the following declarations to be submitted:*
   a) Investor's declaration on bribery,
   b) Investor's declaration on environment,
   c) Investor's declaration on congruency of the Investment with international law, law of the European Union, OECD regulations, and law of the Republic of Poland, including on congruency with decisions and regulations concerning restrictive measures and other sanctions related regulations.

A. Applicant[1]:

I. General information

Full Name and Address: ....

Legal form: ....

Correspondence Address: ....

Register No.: ....

REGON No.
(only for Polish companies): ....

Tax No.: ....

Person in charge: ....

Telephone: ....

E-mail: ....

Website: ....

II. Structure of transaction

☐ The Policyholder and the Insured shall be the Applicant

☐ The Policyholder shall be the Applicant, and the Insured shall be the Subsidiary Company

☐ The Policyholder and the Insured shall be the Subsidiary Company

☐ other */please describe the structure/* ....

III. Applicant's business activity on the market

Date of starting business activity: ....

Subject of business activity: ....

Number of employees: ....

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

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[1] The structure of the application assumes that the Applicant is an entrepreneur who is resident or has its registered office in the Republic of Poland and is carrying out the Investment, including through the Subsidiary Company with its registered office abroad.

IV. Ownership structure of the Applicant

1. Largest shareholders:

Shareholder	% of shares in capital	% Votes

2. Information concerning the Applicant's ultimate beneficial owner - UBO:

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:

....

3. Business entities in which the Applicant holds shares (NOTE: this section may be replaced by an appendix providing structure of the corporate group to which the Applicant belongs):

Name	Country	% of shares in capital	% Votes

V. Applicant's Investments

1. Investments already made:

1.1. in Poland

Type of Investment	Value

1.2 abroad

Type of Investment	Value

2. Investments planned for the next 3 years:

2.1 in Poland

Type of Investment	Value

2.2 abroad:

Type of Investment	Value

B. Subsidiary Company

I. General information

Full Name and Address: ....

Legal form: ....

Correspondence Address: ....

Register No.: ....

Tax No.: ....

Person in charge: ....

Telephone: ....

E-mail: ....

Website: ....

II. Subsidiary Company's business activity

Date of starting business activity: ....

Subject of business activity: ....

Number of employees: ....

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

III. Ownership structure of the Subsidiary Company

1. Largest shareholders:

Shareholder	% of shares in capital	% Votes

2. Information concerning the Subsidiary Company's ultimate beneficial owner - UBO:

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:

....

3. Provisions of the articles of association and partnership agreement of the Subsidiary Company relevant to control over it and to the adoption of resolutions and decisions, in particular provisions concerning majority stake in share capital, privileged voting and dividend rights, the majority required to amend the articles of association and partnership agreement, and representation of the company:

....

....

4. Influence of other entities on the management of the Subsidiary Company:

....

5. Business entities in which the Subsidiary Company holds shares (NOTE: this section may be replaced by the appendix providing structure of the corporate group to which the Subsidiary Company belongs):

Name	Country	% of shares in capital	% Votes

IV. Subsidiary Company's Investments

1. Investments already made:

Type of Investment	Value

2. Investments planned for the next 3 years:

Type of Investment	Value

C. Project Enterprise

I. General information

Full Name and Address: ....

Legal form: ....

Correspondence Address: ....

Register No.: ....

Tax No.: ....

Person in charge: ....

Telephone: ....

E-mail: ....

Website: ....

II. Project Enterprise's business activity

Date of starting business activity: ....

Object of business activity: ....

Number of employees: ....

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

III. Ownership structure of the Project Enterprise

1. Largest shareholders:

Shareholder	% of shares in capital	% Votes

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2. Information concerning the Project Enterprise's ultimate beneficial owner - UBO:

   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:

   ....

3. Provisions of the articles of association and partnership agreement of the Project Enterprise relevant to control over it and to the adoption of resolutions and decisions, in particular provisions concerning majority stake in share capital, privileged voting and dividend rights, the majority required to amend the articles of association and partnership agreement, and representation of the company:

   ....

   ....

4. Influence of other entities on the management of the Project Enterprise:

   ....

5. Business entities in which the Project Enterprise holds shares (NOTE: this section may be replaced by the appendix providing structure of the corporate group to which the Project Enterprise belongs):

Name	Country	% of shares in capital	% Votes

IV. Project Enterprise's Investments

1. Investments already made:

Type of Investment	Value

2. Investments planned for the next 3 years:

Type of Investment	Value

D. Data referring to the Investment

I. Country of Investment: ....

II. Subject of Investment: ....

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

    ....

2. Starting date of Investment:..............................
3. Subject of business activity under the Investment: ....
4. If the Applicant has capital shares in the Project Enterprise, please provide the percentage of the share: ....
5. Do these shares allow the Applicant to have a significant influence on managing the Project Enterprise? ....

    Yes ☐ No ☐
6. Target percentage capital share in the Project Enterprise:..............................
7. Planned value of the Investment over the entire period of Insurance Cover (in the currency of the Insurance): ....
8. Planned value of the Investment in the first Settlement Period (in the currency of the Insurance):..............................

III. Investment implementation schedule

1. Table of Expenditures on Investment:

Type of Expenditures:	Years (calculated from the starting date of the Investment)		
Total			

2. Planned total period of Expenditures on Investment/duration of the Investment: ....
3. Method and expected date of completion of Expenditures on Investment:..............................

IV. The Role of the Applicant/Subsidiary Company in the Investment

Exclusive participation of the Applicant/Subsidiary Company ☐

Joint participation of the Applicant/Subsidiary Company ☐

/with other shareholders, intermediary agents, local partners, etc. /please provide detailed information/:

....

V. Economic and legal aspects of the Investment

1. Is it mandatory in connection with the Investment to:

    1.1 obtain concessions, permits, or fulfil specific conditions defined in the legislation of the Country of Investment?

    ....

    1.2 fulfil specific conditions stipulated in the agreement concerning the Investment?

    ....

2. Have there been any disputes in the past between the Applicant, the Subsidiary Company, the Project Enterprise, and the Government of the Country of Investment?

....

3. Would the planned Investment influence the social situation of the Country of Investment, particularly by creating new social problems or exacerbation existing ones?

....

VI. Geographical conditions of the Investment

1. Location of the Investment: please provide the exact address and geographical coordinates of the Investment:

....

2. Is there any critical infrastructure of the Country of Investment located near the Investment?

....

3. Is the Investment located in area at risk of flooding, fire, etc.?

....

VII. Individual obligations of the Country of Investment towards the Applicant / Subsidiary Company/ Project Enterprise (if applicable)

1. Data referring to an institution representing the Country of Investment:

Full name: ....

Address: ....

Telephone: ....

Legal status:

- regional authority ☐
- municipal authority ☐
- public institution, if it performs state functions ☐
- other /please describe/ .... ☐

2. Regulations/agreements specifying the obligations towards the Applicant/Subsidiary Company/Project Enterprise:

The Agreement has been concluded Yes ☐ No ☐

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

The decision is in force Yes ☐ No ☐

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

Description of obligation of the Country of Investment: ....

VIII. Data referring to the Loan agreement (if applicable) – provided that its purpose and terms indicate that it actually leads to the Applicant/Subsidiary Company effectively influencing the Project Enterprise

1. Subject of the Loan agreement: ....

2. Loan agreement value: ....

including:

- Principal amount /capital: ....
- 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. Disbursement of the Loan – rules and documents on the basis on which the Loan will be disbursed:

....

4. Loan repayment Securities:

Type of Security:	Value:	Expiry date:	Entity establishing the Security (name, legal status, address, telephone, fax)

5. Terms and conditions for the Loan agreement to enter into force: ....

IX. Does the Investment comply with international law, law of the European Union, OECD regulations and the law of the Republic of Poland, including decisions and regulations concerning restrictive measures and other sanctions related regulations, if applicable to the Investment and in force in the Country of Investment?

Yes ☐ No ☐ Not applicable ☐

X. Has the Investment carried out with or at the benefit of a person, entity or body mentioned on the list of persons, entities and bodies subject to financial sanctions published by the European Union? – if applicable

Yes ☐ No ☐ Not applicable ☐

XI. Has the Investment been carried out 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 a foreign or domestic public official, prohibited under the laws of any country, or as a result of other illegal acts of similar character?

Yes ☐ No ☐

XII. Is the Applicant/Subsidiary Company or anyone acting on their behalf during the implementation of the Investment 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 ☐

XIII. Is the Applicant/Subsidiary Company or anyone acting on their behalf during the implementation of the Investment currently under charge in any court for violation of law against bribery or other illegal acts of a similar character?

Yes ☐ No ☐

XIV. Has the Applicant/Subsidiary Company or anyone acting on their behalf during the implementation of the Investment 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 publicly-available arbitral award to have engaged in bribery?

Yes ☐ No ☐

E. Requested Insurance:

I. Currency of Insurance: EUR ☐ PLN ☐ USD ☐ other ☐ /please describe/ ....

II. Sum Insured

1. Sum Insured in first Settlement Period: ...., including:
   a) Value of Expenditures planned to be made by the Applicant from the date of submitting the Insurance application until the end of the first Settlement Period: ....
   b) Value of Expenditures incurred prior to the date of submitting the Insurance application, requested for Insurance: ....
   c) Justification for providing Insurance Cover for Expenditure already incurred: ....
2. Total value of Expenditures incurred and planned to be incurred throughout the entire Investment period: ....

III. Requested scope of Insurance Cover

1. Full (all risks listed in points 2.1. to 2.6. inclusive) ☐
2. Partial (one or several risks listed in points 2.1. – 2.6.) ☐

2.1 **Expropriation** - means the takeover by the Government of the Country of Investment of ownership of part or all of the Investors' s assets without full indemnity to the Investor (event specified in § 7 clause 2 of the GTC) ☐

2.2 **Breach of Contract** - occurs when the Government of the Country of Investment terminates the contract without adequate indemnity for the Investments made (event specified in § 7 clause 3 of the GTC) ☐

2.3 **Country of Investment Embargo** - measures or decisions taken by the Government of the Country of Investment preventing the Investor or its Subsidiary Company from exporting or importing products, or services critical to the Investment, where the consequences of such measures or decisions prevent the proper implementation of the Investment and are not otherwise compensated by the Government of the Country of Investment (event specified in § 7 clause 4 of the GTC) ☐

2.4 **Currency Inconvertibility and Transfer Restriction** - consisting in the inability to lawfully convert Local Currency into a convertible currency or to transfer funds out of the Country of Investment, caused by measures or decisions of the Country of Investment, or of a country participating in making payments in connection with the implementation of the Investment, including the imposition of a moratorium on payments (event specified in § 7 clause 5 of the GTC) ☐

2.5 **Embargo** - measures or decisions taken by the government of the Republic of Poland, including measures and decisions taken by the European Union, concerning trade between a member state and third countries, preventing the Investor from exporting or importing products, or services critical to the Investment, where the effects of such measures or decisions prevent the proper implementation of the Investment and are not otherwise compensated by the government of the Republic of Poland (event specified in § 7 clause 6 of the GTC) ☐

2.6 **Force Majeure and War Risks** – events occur outside the territory of the Republic of Poland and include, in particular, the following events and their consequences: war, civil war, uprising, revolution, riots, prolonged mass strikes, earthquake, volcanic eruption, cyclone, typhoon, flood, tidal wave, catastrophic fire, nuclear accident, and acts of maritime piracy (event specified in § 7 clause 7 of the GTC) ☐

IV. Total requested period of Insurance Cover: ....

V. Requested percentage of Insurance Cover: ....

VI. Requested payment term of Insurance premium: 15 days ☐ 30 days ☐

VII. Additional information or indicated factors that could affect the political risk of the Investment: ....

VIII. Other political risk Insurance Agreements concerning the Investment covered by this application for Insurance: ....

We assume full responsibility for the information provided by us in the application and appendices, which constitutes the basis for the preparation of the Insurance Agreement.

Place & date

Applicant's signature

Appendices to the Application form for individual Insurance of foreign direct Investment:
Questionnaire on environmental and social impacts together with statement on consent to disclose information ☐

CONSENT TO SHARING INFORMATION COVERED BY INSURANCE SECRECY CONCERNING INDIVIDUAL STATE TREASURY-GUARANTEED INSURANCE 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 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) 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,
d) 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 foreign direct Investments agreement and agree to the sharing of the above information.

Place & date	*Applicant’s signature*

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.