

**RESOLUTION NO. 1  
OF THE EXTRAORDINARY GENERAL MEETING OF  
ALIOR BANK SPÓLKA AKCYJNA, WITH ITS REGISTERED OFFICE IN WARSAW  
DATED 23 JANUARY 2014**

Regarding the election of the Chairperson of the Extraordinary General Meeting.

The extraordinary general meeting of Alior Bank S.A., with its registered office in Warsaw (the “**Bank**”), acting pursuant to Article 409§ 1 of the Act dated 15 September 2000, the Commercial Companies Code (the “**CCC**”), and § 16 section 1 of the Bank’s statute resolves as follows:

**§ 1**

The Extraordinary General Meeting hereby elects \_\_\_\_\_ as the Chairperson of the Meeting.

**§ 2**

This resolution shall come into force on the moment of its adoption.

**JUSTIFICATION**

The proposed resolution No. 1 refers to an item that needs to be adopted by the General Meeting of Shareholders.

**RESOLUTION NO. 2  
OF THE EXTRAORDINARY GENERAL MEETING OF  
ALIOR BANK SPÓŁKA AKCYJNA, WITH ITS REGISTERED OFFICE IN WARSAW  
DATED 23 JANUARY 2014**

regarding the adoption of the Agenda

The Extraordinary General Meeting of Alior Bank S.A., with its registered office in Warsaw (the “**Bank**”) hereby resolves to adopt the following agenda:

**§ 1**

1. Opening of the Extraordinary General Meeting of Shareholders.
2. Election of the Chairperson of the Extraordinary General Meeting of Shareholders.
3. Execution of the attendance list, acknowledgement that the Extraordinary General Meeting of Shareholders has been convened appropriately and is capable of adopting binding resolutions.
4. Adoption of the agenda of the Extraordinary General Meeting.
5. Adoption of the resolution regarding the sale of an organised part of enterprise.
6. Adoption of the resolution amending the composition of the Supervisory Board of the Bank.
7. Closing of the Extraordinary General Meeting of Shareholders.

**§ 2**

This resolution shall come into force on the moment of its adoption.

**JUSTIFICATION**

The proposed resolution No. 2 refers to an item that needs to be adopted by the General Meeting of Shareholders.

**RESOLUTION NO. 3  
OF THE EXTRAORDINARY GENERAL MEETING OF  
ALIOR BANK SPÓŁKA AKCYJNA, WITH ITS REGISTERED OFFICE IN WARSAW  
DATED 23 JANUARY 2014**

sale of an organised part of enterprise

The Extraordinary General Meeting of Alior Bank S.A. with its registered office in Warsaw (hereinafter referred to as the “**Bank**”), acting pursuant to article 393.3 of the Commercial Companies Code (hereinafter referred to as “**CCC**”) and article 17.2.3 of the Bank's Articles of Association, hereby resolves as follows:

**§ 1**

**1** Definitions:

**Active Customer** shall mean

- a) any Customer who meets all of these terms: (i) is a customer of T-Mobile, pays subscription fees or is in fact using the services provided by T-Mobile which are paid for by a T-Mobile Customer and (ii) is a party to an agreement (from which they have not withdrawn under the consumer credit regulations they are entitled to as a consumer or regulations on the protection of some consumer rights and liability for damage inflicted by a hazardous product, or the payment services act) which pertains to any Product of the Bank as at the Date of Fixing the Advance Amount (defined as the end of each calendar month); for the avoidance of doubt, Active Customers shall include, in particular: any and all persons (natural and legal persons and non-incorporated organisational units) using the phone number for which subscription fees are paid within the T-Mobile network for the purpose of the T-Mobile Banking services, and any and all persons (natural and legal persons and non-incorporated organisational units) using the T-Mobile Banking service under a joint account (in line with article 51 of the Banking Law) shared with a T-Mobile Customer;
- b) any other Customer who, in the calendar month in which the Date of Fixing the Advance Amount falls within: (i) made, using the T-Mobile Banking services, transactions resulting in total changes of balance of all checking, current, savings and credit card accounts handled under the T-Mobile Banking services (including in particular: payments to the account regardless of the sender, transfers, debit card payments or ATM withdrawals) which total at least PLN 50 (for avoidance of doubt and for the purpose of this provision, it is confirmed that the absolute values of each increase and decrease in the balance will be summed up) or (ii) whose total balance of all checking and savings accounts, current and fixed term deposits accounts handled under T-Mobile Banking at any time during the period specified above amounted to at least PLN 1,000 or (iii) whose debt with T-Mobile Banking amounted to at least PLN 1,000 at any moment during the period specified above.

For the purpose of this item, the funds accumulated on the account or debt expressed in a currency other than the Polish zloty shall be translated in line with the rules applied to the valuation of assets and liabilities of the Bank expressed in foreign currencies, i.e. at the last average exchange rate announced by the National Bank of Poland before the remuneration payable to T-Mobile is determined.

**T-Mobile Banking** shall mean the entire pool of the Products of the Bank and functionalities used by the Bank and T-Mobile to carry out the cooperation under the Agreement.

**Products of the Bank** shall mean banking transactions offered by the Bank as defined in article 5 of the Banking Law, in particular bank accounts (savings, checking, current and fixed term deposit accounts, including accounts in foreign currencies), overdraft limit, deposits, credits and loans and payment cards (debit, credit and prepaid cards), with parameters agreed by the Parties, which will be offered to the Customers, T-Mobile Customers, Bank Customers and third parties, under T-Mobile Banking, unambiguously identified with product type in the IT system of the Bank and marketing visualisation

**Customer** shall mean any Consumer, sole proprietor (natural person), legal person or a non-incorporated organisational unit, who uses the Products of the Bank under an agreement concluded with the Bank. On the day of the commercial launch of the T-Mobile Banking, the Bank Customers holding the Alior Sync checking account as at that day, shall become Customers.

**Bank Customer** shall mean any Bank customer who is not simultaneously a Customer.

**T-Mobile Customer** shall mean any person who uses any telecommunication services provided by T-Mobile, in particular under the agreement for the provision of telecommunication services concluded with T-Mobile by this or another person.

**Branch of the Bank** shall mean a separate unit in the Bank's organisational structure established to cooperate with T-Mobile so that it can comprehensively carry out the transactions related to the all products and functionalities, wherein the Bank and T-Mobile shall cooperate under the Agreement.

**Offer** shall mean an irrevocable offer to sell the OPE, appended hereto.

**Buyer** shall mean T-Mobile or any other entity designated by T-Mobile.

**T-Mobile** shall mean T-Mobile Polska Spółka Akcyjna with its registered office in Warsaw.

**Agreement** shall mean the Cooperation Agreement for the provision of financial intermediary services by T-Mobile, dated 11 December 2013.

**OPE** shall mean an organised part of the Bank's enterprise separated from its organisational structure established to cooperate with T-Mobile so that it can comprehensively carry out the transactions related to the all products and functionalities, wherein the Bank and T-Mobile shall cooperate under the Agreement.

2      The OPE may be sold.

- 3** The sale shall be made to the Buyer, pursuant to the Offer and at the price specified in Appendix 1 to the Offer and amounting to PLN 400 per an Active Customer, and if the Bank has not breached any obligations specified in the Agreement PLN 500 per Active Customer, and this price shall be indexed should the OPE be transferred to the Buyer in 2022 or later, in manner specified in Appendix 1 to the Offer.

**§2**

This Resolution shall become effective upon its adoption

**RATIONALE**

Resolution no. 3 pertains to a matter which must be examined by the General Meeting.

## Appendix 13

to the Cooperation Agreement regarding the provision of financial intermediary services by T-Mobile,  
dated 11 December 2013.  
**Irrevocable offer to sell the OPE**

Warsaw, date: 11 December 2013

**From: Alior Bank S.A.**

Ul. Łopuszańska 38D

02-232 Warsaw

**To: T-Mobile Polska S.A.**

ul. Marynarska 12

02-674 Warsaw

### **IRREVOCABLE OFFER TO SELL**

#### **AN ORGANISED PART OF A BANKING ENTERPRISE (OPE)**

#### **§ 1. Definitions**

Any capitalised terms used herein and not defined separately shall have the meaning specified in the Cooperation Agreement concluded on **11 December 2013** by and between T-Mobile Polska S.A. and Alior Bank S.A. (hereinafter referred to as “**the Agreement**”)

#### **§ 2. Irrevocable offer to sell OPE**

1. IN the implementation of the Agreement on awarding the Purchase Option, Alior Bank S.A. (hereinafter referred to as the “**Bank**”), represented by Wojciech Sobieraj acting as Management Board Member and Michał Hucal acting as Management Board Member, hereby makes T-Mobile Polska S.A. (hereinafter referred to as “**T-Mobile**”) and any other entity indicated by T-Mobile Polska S.A. (T-Mobile and other entity indicated by T-Mobile shall be hereinafter referred to as the “**Buyer**”) an irrevocable offer to sell the OPE, i.e. an offer to sell a Branch of the Bank as an organised part of a banking enterprise, described in detailed and defined in the Agreement as OPE (this organised part of a banking enterprise shall be established in line with the provisions of the Agreement), for the OPE Price (calculated in line with Appendix 14 to the Agreement (*OPE Price Algorithm*) appended hereto as Appendix 1), on terms specified in article 4 hereof (hereinafter referred to as the “**Offer**”).

2. The Parties hereby confirm that the Offer to sell OPE covers everything that OPE will comprise as an organised part of a banking enterprise as at the date of transferring the OPE to the Buyer.

### **§ 3. Offer Period**

The Bank shall be bound by this (irrevocable) Offer, which may be accepted by the Buyer, in line with the Agreement, over the period from submitting this Offer until 30 June 2038.

### **§ 4. Terms of accepting the Offer by the Buyer**

1. This Offer is conditional and whether it is accepted by the Buyer depends solely on meeting the following terms (indicated in the Agreement in item 19.3):
  - a) the pertinent consent of the Polish Financial Supervision Authority is obtained (if required),
  - b) the consent of the Office of Competition and Consumer Protection is obtained (if required),
  - c) the Buyer meets the relevant legal requirements, in particular set out by the Banking Law,
  - d) the consent of the General Meeting of Shareholders of the Bank is obtained, as specified in item 19.4 of the Agreement,
  - e) the consent of the Supervisory Board of the Bank is obtained.

### **§ 5. Acceptance of the Offer**

1. The Bank hereby represents that the Offer may be accepted by the Buyer in manner specified in item 19.5 of the Agreement, i.e. solely by presenting to the Bank a declaration of accepting the Offer, in writing and with signatures certified by a notary, delivered to the Bank in person, by courier or by registered mail upon confirmation of receipt.
2. The Bank hereby declares that the Buyer shall be entitled to exercise the Purchase Option a number of times by accepting the Offer, should such Buyer not conclude the agreement to sell OPE for any reason. The provisions pertaining to the Buyer shall apply to other entities indicated by T-Mobile accordingly.

### **§ 6. Conclusion of the Agreement to sell OPE and transfer the OPE to the Buyer**

1. The Agreement to sell (purchase) OPE on terms specified herein shall be deemed concluded should the Buyer present the Bank with a declaration of accepting the Offer, as specified in article 5.1 hereof.
2. The OPE shall be transferred onto the Buyer within the time limit set by the Buyer in the declaration specified in article 5.1 hereof, not earlier than after the lapse of 6 (six) months following the date of presenting the Bank with the declaration specified in item 19.9 of the Agreement and not until the Buyer presents the Bank with a declaration of readiness to serve Customers, which must be submitted within at least 3 (three) years after the Bank has received

the Declaration specified in item 19.9 of the Agreement.

### **§ 7. Payment of the OPE Price**

Under the Agreement, the Buyer shall pay the OPE Price within 60 (sixty) days following the date of transferring OPE onto the Buyer.

### **§ 8. Provisions of the Agreement to sell OPE**

1. As a result of accepting the Offer by the Buyer, the Agreement to sell OPE shall be concluded, with provisions specified in article 8 below.
2. The Parties may extend the fundamental provisions of the Agreement to sell OPE through mutual arrangements, and any and all amendments shall be made in writing with signatures certified by a notary.

#### *“Agreement to sell OPE*

##### *§ 1 Warrants and representations of the Bank, definitions*

1. *The Bank hereby represents and warrants that it holds any and all rights, in particular the unlimited ownership right, to OPE (in line with the definition included in the Agreement), i.e. to an organised part of a banking enterprise established by the Bank in accordance with the Agreement, for the purpose of selling a Branch of the Bank to the Buyer.*
2. *Any capitalised definitions used herein and not defined separately shall have the meaning specified in the Cooperation Agreement concluded on 11 December 2013 by and between T-Mobile Polska S.A. and Alior Bank S.A. (hereinafter referred to as “the Agreement”)*

##### *§ 2 Sale of OPE*

1. *The Bank hereby sells OPE to the Buyer for the OPE Price (calculated in line with Appendix 14 hereto (OPE Price Algorithm)) on the date specified by the Buyer in their declaration, as defined in article 5.1 of the Offer of the Bank dated on 11 December 2013.*
2. *The Parties hereby confirm that the Agreement to sell OPE covers everything that OPE comprises as an organised part of a banking enterprise as at the date of transferring the OPE to the Buyer.*

##### *§ 3 Payment of the OPE Price*

*The OPE Price shall be paid to the Bank by the Buyer within 60 days after the transfer of OPE to the Buyer.*

##### *§ 4 Governing law and competent court*

1. *This Agreement to sell OPE shall be governed by the provisions of the Polish law.*
2. *Any and all disputes arising hereunder or related hereto shall be resolved by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw, in accordance with the Rules of said Court valid as at the date of the claim. The arbitration proceedings shall be handled in Warsaw.”*

### **§ 9. Governing law and competent court**



1. This Offer shall be governed by the provisions of the Polish law.
2. Any and all disputes arising hereunder or related hereto shall be resolved by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw, in accordance with the Rules of said Court valid as at the date of the claim. The arbitration proceedings shall be handled in Warsaw.

For an on behalf of Alior Bank S.A.:

\_\_\_\_\_  
Name and surname: WOJCIECH SOBIERAJ

Position: CEO

\_\_\_\_\_  
Name and surname: MICHAŁ HUCAŁ

Position: DEPUTY CEO

## Appendix 1 to the Offer

### Appendix 14 to the Cooperation Agreement made on 11 December 2013 OPE Price Algorithm

1. Any capitalised definitions used herein and not defined separately shall have the meaning specified in the Agreement.
2. The OPE Price shall be calculated as a product of: (i) the number of Active Customers as at the date of transferring OPE to the Buyer and (ii) the price parameter for a single Active Customer, specified in item 5 below (hereinafter referred to as the "**Parameter**").
3. The meeting of terms which determine whether a Customer is deemed Active shall be verified as at the date of transferring OPE to the Buyer (this date shall replace the date of determining the remuneration amount specified in the definition of an Active Customer in item 1.1 of the Agreement for the purpose of calculating the OPE Price).

4. OPE Price formula:

OPE Price = number of Active Customers \* Parameter.

5. Parameter value:
  - a) for a reduced OPE Price as specified in item 19.17 (i) of the Agreement, the parameter shall be PLN 400 (four hundred zlotys) and if OPE is transferred to the Buyer in 2022 or later, the above amount shall be in addition multiplied by the inflation adjustment ratio specified in item 6 below (hereinafter referred to as the "**Ratio**");
  - b) for a standard OPE Price as specified in item 19.17 (ii) of the Agreement, the parameter shall be PLN 500 (five hundred zlotys) and if OPE is transferred to the Buyer in 2022 or later, the above amount shall be in addition multiplied by the Ratio.
6. The Ratio is the product of the following quotients: (i) factors constituting the annual price indices of consumer goods and services (hereinafter referred to as the "**CPI Inflation Rates**") published by the Central Statistical Office (as at the day of signing the Agreement, at the Central Statistical Office's website, [www.stat.gov.pl](http://www.stat.gov.pl) under Topics - Prices. Trade - Price indices of consumer goods and services (commonly referred to as inflation) expressed as the price index for the previous year 100) for all calendar years before the calendar year in which OPE is transferred to the Buyer starting from 2021 and (ii) the number 100 (for the avoidance of doubt, the factor specified in item (i) above for each calendar year shall be divided by 100). Should OPE be transferred to the Buyer in 2022, the CPI Inflation Rate for 2021 divided by 100 shall be used in the formula.

7. The ratio is calculated in line with the following formula:

$$\text{RATIO} = (\text{CPI INFLATION RATE 2021})/100 * (\text{CPI INFLATION RATE 2022})/100 * \dots * (\text{CPI INFLATION RATE FOR THE YEAR PRIOR TO THE YEAR OPE WAS TRANSFERRED})/100.$$

**RESOLUTION NO. 4  
OF THE EXTRAORDINARY GENERAL MEETING OF  
ALIOR BANK SPÓLKA AKCYJNA, WITH ITS REGISTERED OFFICE IN WARSAW  
DATED 23 JANUARY 2014**

amending the composition of the Supervisory Board of the Bank.

§ 1

Pursuant to article 385 § 1 of the Code of Commercial Companies and § 18 item 1 of the Bank's Articles of Association, the Extraordinary General Meeting of the Bank's Shareholders hereby appoints Mr. Sławomir Dudzik as a member of the Supervisory Board of the Bank.

§ 2

The Resolution shall enter into force on the date of its adoption.