

The content of the resolutions adopted by the Extraordinary General Meeting of Alior Bank S.A. dated on 23 January 2014.

Resolution no. 1
OF THE EXTRAORDINARY GENERAL MEETING OF
ALIOR BANK SPÓŁKA AKCYJNA, WITH ITS REGISTERED OFFICE IN
WARSAW
dated 23 January 2014

Regarding the election of the Chairperson

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 General Meeting hereby elects Mr. Andrzej Leganowicz as the Chairperson of the Meeting.

§ 2

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

Helene Zaleski stated that:

- In the conducted secret voting on the above-mentioned resolution 38.832.036 (thirty eight million eight hundred and thirty two thousand thirty six) valid votes were cast, representing 55,52 % (fifty five and fifty two hundredths of percent) shares of ALIOR BANK S.A share capital, rounded to two decimal places.
- total number of valid votes in the conducted secret voting on the above-mentioned resolution amounted to 38.832.036 (thirty eight million eight hundred and thirty two thousand thirty six), out of which 38.832.036 (thirty eight million eight hundred and thirty two thousand thirty six) votes were cast in favour of the resolution, none votes were “against” and none were “abstained”
- Therefore resolution was adopted

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:

§ 3

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.

§ 4

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

Chairperson of the Extraordinary General Meeting stated that:

- In the conducted secret voting on the above-mentioned resolution 38.832.036 (thirty eight million eight hundred and thirty two thousand thirty six) valid votes were cast, representing 55,52 % (fifty five and fifty two hundredths of percent) shares of ALIOR BANK S.A share capital, rounded to two decimal places.
- total number of valid votes in the conducted secret voting on the above-mentioned resolution amounted to 38.832.036 (thirty eight million eight hundred and thirty two thousand thirty six), out of which 38.832.036 (thirty eight million eight hundred and thirty two thousand thirty six) votes were cast in favour of the resolution, none votes were “against” and none were “abstained”
- - Therefore resolution was adopted

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:

§ 5

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

Chairperson of the Extraordinary General Meeting stated that:

- In the conducted secret voting on the above-mentioned resolution 38.832.037 (thirty eight million eight hundred and thirty two thousand thirty seven) valid votes were cast, representing 55,52 % (fifty five and fifty two hundredths of percent) shares of ALIOR BANK S.A share capital, rounded to two decimal places.
 - total number of valid votes in the conducted secret voting on the above-mentioned resolution amounted to 38.832.037 (thirty eight million eight hundred and thirty two thousand thirty seven), out of which 37.692.037 (Thirty seven million six hundred and ninety two thousand and thirty seven) votes were cast in favour of the resolution, none votes were “against” and 1.140.000 (one million one hundred and forty thousand) were “abstained”
- Therefore resolution was adopted

**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.

Chairperson of the Extraordinary General Meeting stated that:

- In the conducted secret voting on the above-mentioned resolution 38.832.037 (thirty eight million eight hundred and thirty two thousand thirty seven) valid votes were cast, representing 55,52 % (fifty five and fifty two hundredths of percent) shares of ALIOR BANK S.A share capital, rounded to two decimal places.
- total number of valid votes in the conducted secret voting on the above-mentioned resolution amounted to 38.832.037 (thirty eight million eight hundred and thirty two thousand thirty seven), out of which 37.663.020 (thirty seven million six hundred and sixty three thousand twenty) votes were cast in favour of the resolution, 17 (seventeen) votes were “against” and 1.169.000 (one million one hundred sixty nine thousand) were “abstained”
- Therefore resolution was adopted