



## Conclusion of an Agreement with T-Mobile Polska Spółka Akcyjna with its registered office in Warsaw

Current report number 49/2013 December 12th 2013

Legal basis: Article 56 par. 1 subpar.2 of the Polish Act of 20 July 2005 on Public Offerings – current and periodic information

Contents of the report: The Management Board of Alior Bank S.A. with its registered office in Warsaw (hereinafter referred to as the “Bank”) hereby informs of a conclusion of a Cooperation Agreement for the provision of financial intermediary services by T-Mobile dated on December 11<sup>th</sup> 2013 (hereinafter referred to as the „Agreement”). The Bank and T-Mobile shall be hereinafter referred to jointly as the Parties.

### **Preamble:**

This current report is published with reference to signing of the cooperation agreement with T-Mobile Polska Spółka Akcyjna concentrated on preparation of comprehensive bank products and services offering as well as providing a multichannel access to them under the T-Mobile Polska brand. The cooperation will be focused on:

- 1) acquiring substantial portion of T-Mobile Polska 16 million clients
- 2) ensuring top of the line internet and mobile technology as well transaction services for those clients and present Alior Sync current account holders
- 3) offering clients products and services encompassing unique features stemming from cooperation between bank and telecommunication company.

The cooperation will entail offering clients most of existing banking products through all available channels utilizing technological synergies and competitive advantages derived from operating model of the bank and telecommunication company. It will be one of the first such sizable and comprehensive cooperation project between the bank and telecommunication company in Europe.

T-Mobile acting as Bank’s intermediary will offer most of products in of its physical outlets. The offering will be supported by strong brand and marketing activities. The ability to provide the offer to one of the largest client groups in Poland will significantly boost client acquisition dynamics as well as Bank’s profitability.

In order to secure T-Mobile interest the agreement allows T-Mobile to select alternative bank to take over the organized part of the enterprise which will be purchased from Alior Bank S.A. To ensure this commitment is feasible to execute the agreement foresees adequate contractual penalties which are introduced to ensure Alior Bank’s cooperation in that respect. (Purchased Option described below).

The subject of the agreement is to authorize T-Mobile to act on behalf of the Bank as an intermediary in providing financial services such as: opening and changes of banking accounts, overdrafts/limits, deposits, loans, cards (credit, debit, pre-paid). These products are to be offered for individual clients (as defined in article 22<sup>1</sup> of the Civil Code), individual clients conducting business activities as well as companies and organizational units which do not constitute a legal

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Kapitał zakładowy: 635 829 650 PLN  
(opłacony w całości)

Zarząd w składzie:  
Wojciech Sobieraj – Prezes Zarządu  
Krzysztof Czuba – Wiceprezes Zarządu  
Michał Hucal – Wiceprezes Zarządu  
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entity active in micro and small business segment (as defined in an Act of 2 July 2004 on Freedom of Business Operation). This venture will operate as an Alior Bank branch.

### **Financial terms**

T-Mobile's fee for the provision of financial intermediary services shall comprise of the three following contents: 1) element payable one-off per each new customer who meets the criteria specified in the Agreement, 2) element settled on a monthly basis in the amount depending on the number of customers who meet the criteria specified in the Agreement, as well as 3) element equivalent to the gross 35% (say: thirty five percent) of the calculated profit of the Branch of the Bank before tax.

### **Purchase Option**

Until 30 June 2038, T-Mobile, as well as any entity indicated by T-Mobile ("Buyer") shall be entitled to an option to purchase an organised part of the Bank's enterprise comprising the Branch of the Bank ("OPE"), in line with and on terms specified in the Agreement, in particular on condition of obtaining a pertinent consent of the Polish Financial Supervision Authority. This option may be exercised based on the acceptance of the irrevocable offer to sell OPE presented by the Bank. The sale may be made at a price amounting to the product of the number of active customers (who meet the criteria specified in the Agreement) and price at a range between PLN 400-500 depending on obligations being met by the Bank as specified in the Agreement. In accordance with the Agreement, this price shall be indexed until 2022.

The Purchase Option may be exercised by T-Mobile after the lapse of 5 years following the effective date of the Agreement or earlier; in cases specified in the Agreement, related to the Bank's breach of obligations specified in the Agreement or cases of termination or expiry of the Agreement indicated therein, failure to meet the financial targets related to the Agreement or in the event of a T-Mobile's competitor or competitor's subsidiary gaining control over the Bank.

### **Agreed Penalties**

The Agreement provides for a number of agreed penalties (on terms specified in the Agreement), out of which the highest is 90.000.000 for non-performance or improper performance of obligations connected with the conclusion of: (i) Purchase Option or (ii) actions required from the Bank, for the Buyer to purchase OPE on terms and rules corresponding to those pursuant to which OPE would have been purchased by acceptance of the offer (if exercising the Purchase Option by acceptance of the Offer proves impossible or ineffective) as well as (iii) preventing exercising of the Transfer Option in its material part by the Bank (if purchase of OPE proves impossible). T-Mobile may claim damages transferring the amount of contractual penalty.

### **Termination of the Agreement**

The Agreement shall be effective as of signature date. This Agreement is concluded with the following termination clause:

- 1) failure by the Parties to agree on and sign the Appendix to the Agreement regarding

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- trademarks within 30 days following the conclusion of the Agreement;
- 2) failure to obtain the consent of the General Meeting of Shareholders and the Supervisory Board of the Bank to the sale of OPE on terms specified in the Agreement within 60 days following the effective date of the Agreement;
  - 3) failure to appoint a person recommended by T-Mobile as member of the Supervisory Board of the Bank within 60 days following the effective date of the Agreement.

The Agreement has been concluded for a definite period of 5 years following its effective date, with automatic option to renew it for the next period(s) of 5 years. Unless T-Mobile submits a declaration of not using the option specified in item above within 6 months before the expiry of the Agreement, the Agreement shall be renewed for another period.

This Agreement has been deemed material as the estimated total value of benefits resulting from the Agreement exceeds 10% of the Bank's equity.

#### Legal grounds:

Article 5.1.3 of the Regulation by the Minister of Finance of 19 February 2009 on current and interim information submitted by issuers of securities and terms of considering the information required by the regulation of a non-member state as equivalent (Journal of Laws Dz.U. no. 33, item 259 as amended).