

THE TERMS AND CONDITIONS OF THE BONDS

This document (the “**Terms and Conditions**”), including also the Supplement (as defined below), sets out the terms and conditions of issue of the bearer bonds (the “**Bonds**”) issued by P4 sp. z o.o. with its registered seat in Warsaw at ulica ~~Paśmowa 7~~ [Wynalazek 1](#), 02-677 Warsaw, entered into the Register of Business Entities of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under number KRS 0000217207, NIP 9512120077, with the share capital of PLN 48,856,500.00 paid up in full (the “**Issuer**”).

The Bond issue is made pursuant to Resolution of the Issuer’s Management Board No. 2019/242 dated 11 November 2019, Resolution of the Issuer’s Shareholders Meeting No. 2019/88 dated 14 November 2019, and Resolution of the Board of Directors of Play Communications S.A. dated 12 November 2019 under which the Issuer may issue bonds in series under the issue program up to the aggregate nominal value of 2,000,000,000 (in words: two billion) zlotys (the “**Program**”) and the resolutions specified in the Supplement (as defined below).

These Terms and Conditions together with the Supplement form the uniform terms and conditions of the Bond issue.

1. DEFINITIONS

1.1 Definitions

“**Accounting Act**” means the Accounting Act of September 29, 1994 (Dz. U. of 2019, item 351, as amended).

“**Act on Bonds**” means the Act on Bonds of January 15, 2015 (Dz. U. of ~~2018~~ [2020](#), item ~~483~~ [1208](#), as amended).

“**Additional Interest Margin**” has the meaning attributed to this term in Subsection 3.6(f) of these Terms and Conditions.

“**Adjusted EBITDA**” means, for any Audit Period, EBITDA adjusted as follows:

- (a) increased by the costs and reduced by the income arising from one-time events;
- (b) increased by the costs and reduced by the income arising from the valuation of cash-settled or equity-settled incentive and retention programs;
- (c) [decreased by the depreciation of right of use;](#)
- (d) [decreased by the interest cost related to leasing;](#)

“**Adjusted Total Nominal Value of the Bonds**” means the total nominal value of a given Bond series, excluding the Bonds held by the entities which are members of the Issuer’s capital group in the meaning of Article 3, Sections 1, item 44 of the Accounting Act and the cancelled Bonds.

“**Affiliated Person**” means, in relation to a given person, an affiliated entity in the meaning of the IFRS (International Financial Reporting Standard 24).

“**Amount Due**” means an amount expressed in zlotys equal, depending on the circumstances, to the Amount of Interest, the Principal Amount Due or the Premium, payable on the Payment Date of the Amount Due which the Issuer is required to pay to the Bondholder pursuant to these Terms and Conditions.

“**Amount of Interest**” has the meaning given to it in Section 2.3 of these Terms and Conditions.

“**Audit Date**” means the following dates: June 30 and December 31 of each year prior to the Redemption Date or the Early Redemption Date of the last outstanding Bond.

“**Audit Period**” means, for each Audit Date, the period of Financial Half Year ended on such Audit Date.

“**Bankruptcy Law Act**” means the Bankruptcy Law Act of February 28, 2003 (Dz. U. of ~~2019~~2020, item ~~498~~1228, as amended).

“**Base Rate**” has the meaning attributed to this term in Subsection 3.6(b) of these Terms and Conditions.

“**Benchmark Regulation**” means Regulation (EU) 2016/1011 of the European Parliament and of the Council of June 8, 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No. 596/2014.

“**Bondholder**” means a person entitled to the rights attached to the Bonds (for the avoidance of doubt, of a given series), i.e., the holder of the Securities Account in which the Bonds have been registered or a person indicated to the entity keeping the Consolidated Account by the holder of such account as a person entitled under the Bonds registered in such account.

“**Bondholders Meeting**” means a meeting of Bondholders convened and conducted in accordance with the rules set out in SCHEDULE:2 to these Terms and Conditions.

“**Bonds Account**” means the Consolidated Account or the Securities Account.

“**Business Day**” means any day, except for: (i) Saturdays, Sundays and other statutory holidays on which the banks in Poland and the NDS carry out their operations making it possible to perform any actions connected with the transfer of the Bonds and settlement of payments made under the Bonds and (ii) any days which are not taken into account when calculating the time limits specified in the NDS Regulations concerning the settlement of transactions made in organized trading and post-transaction settlements related to such transactions.

“**Calculation Agent**” means Powszechna Kasa Oszczędności Bank Polski S.A. with its registered office in Warsaw at ul. Puławska 15, 02-515 Warsaw.

“**Certificate of Deposit**” means a certificate of deposit in the meaning of Article 9 at seq. of the Trading Act, specifying, without limitation, the number of Bonds of a given Bondholder and its validity date.

“**Change of Control**” means a situation where ~~the Shareholder~~ [Iliad S.A., with its registered office in Paris, 16, de la Ville-L’Evêque, 75008, France, registered with the Paris Company and Trade Register under number 342 376 332,](#) will cease to hold, directly or indirectly, ~~shareholdings~~ [shares](#) representing at least 50% plus one share in the Issuer’s share capital, ~~excluding the Permitted Transformation.~~

“**Compliance Statement**” has the meaning given to it in Section ~~9.29.2~~ the form of which is attached as SCHEDULE:3 to these Terms and Conditions.

“**Consolidated Account**” means a consolidated account in the meaning of Article 8a of the Trading Act.

“**Depository System Participant**” means the NDS, an investment firm or bank having the status of a depository system participant in the meaning of the NDS Rules and Regulations and authorized to keep securities accounts or consolidated accounts, in accordance with the relevant laws and Regulations.

“**Designated Office**” has the meaning given to it in Section 15.1 (*Designated Office*) of these Terms and Conditions.

“**Detailed Rules**” means the Detailed Rules of Operation of the NDS, i.e., Schedule No. 1 to Resolution No. ~~4128655/4417~~ of the NDS Management Board dated ~~December 15, 2014~~ [September 28 2017](#), as amended, or any other document to supersede them.

“**Disclaimer**” means:

- (a) restrictions arising from any provisions on bankruptcy, restructuring and other provisions of law relating to the rights of all creditors;
- (b) limitation for claims; and
- (c) similar rules, rights and remedies available under Polish law.

“**Disposal**” means any sale, exchange, donation, or any other disposal with the effect of the transfer of ownership.

“**Documentary Agent**” means Powszechna Kasa Oszczędności Bank Polski S.A. with its registered office in Warsaw at ul. Puławska 15, 02-515 Warsaw.

“**Early Redemption**” means the redemption of Bonds prior to the Redemption Date carried out in accordance with Section 7 (*Early Redemption of Bonds*) of these Terms and Conditions.

“**Early Redemption Basis**” means any of the events listed in Subsection 7.1.1 of these Terms and Conditions.

“**Early Redemption Date**” means a day on which the Early Redemption is made.

“**EBITDA**” means, for each Audit Period, the consolidated operating profit or loss of the Group (taking into account the results of discontinued operations) increased by the value of depreciation of property, plant and equipment, amortization of intangibles and depreciation of right-of-use assets. In particular, EBITDA shall not include:

- (a) any interest, commissions, fees, discounts, premiums or burdens on debt instruments (including fees and premiums connected with an early repayment of debt or redemption of debt instruments), and impact of foreign exchange differences connected with investment or financial activity;
- (b) realized and unrealized profits and losses on transactions on derivative instruments entered into to hedge against foreign exchange and interest rate changes;
- (c) any commissions, fees, discounts and other payments payable by and to the Group under any transaction on derivative instruments entered into to hedge against the impact of any foreign exchange or interest rate changes;
- (d) income tax;

always without double counting and to the extent to which any addition, deduction or taking into account, respectively, is made for the purpose of determining Group’s result on its operations before tax and amortization.

“**Equity Interests**” means stock, shares, other equity interests, shareholder’s rights or participation titles (also as a beneficiary) in a company or any other entity (with or without legal personality) established (formed) in accordance with the law of any state.

“**Event of Default**” means any of the events listed in Subsection 7.2.1 of these Terms and Conditions.

“**Existing Financial Debt Documents**” means:

- (a) documents of the Financial Debt of any Group member existing on the Issue Date, including the Senior Facilities Agreement dated March 7, 2017 (as amended) entered into by, among others, the Issuer, and the related agreements and documents;
- (b) agreements related to derivative transactions hedging the interest rate and foreign exchange risks, entered into in connection with the agreements and instruments mentioned above; and
- (c) in the case of a Permitted Acquisition resulting in a new entity becoming a Group member, the documents of the Financial Debt of such entity and its subsidiaries existing on the date of Permitted Acquisition.

“**Financial Advisor**” means any member of the following capital groups: Deloitte, EY, KPMG, PwC and any other entity providing services in the area of company (enterprise) evaluations, with an appropriate renown on the Polish or international markets.

“**Financial Burdens**” means, for a given Audit Period, the consolidated value of calculated interest, commissions, fees, discounts, premiums and burdens, and any other costs connected with the obtaining and servicing of the Financial Debt, recorded in the Group costs in a given Audit Period:

~~(a) taking into account only interest parts of payments under leasing agreements;~~

(a) ~~(b)~~ excluding realized and unrealized profits and losses on transactions on derivative instruments entered into to hedge against foreign exchange and interest rate changes;

(b) ~~(c)~~ excluding interest, commissions, fees, discounts, premiums and burdens arising from the voluntary early repayment of the Financial Debt;

“**Financial Debt**” means the Group’s debt (as presented in the Financial Statements) under:

(a) any loan or facility (or other credit facility) agreements entered into with the bank or any other financial institution;

(b) negative balance in the account constituting debt to a bank or any other financial institution;

(c) bonds, bill of exchange (other than a bill of exchange issued to hedge the commercial obligations incurred in the ordinary course of business) or any other debt securities;

~~(d) leasing;~~

(e) ~~(e)~~ sold or discounted receivables (excluding any receivables disposed without the right of recourse which meet the conditions of being excluded from the seller’s accounting books in accordance with the IFRS);

(f) ~~(f)~~ due commitment to pay any amounts under recourse or indemnity with respect to any guarantee, surety, assumption of liability or documentary letter of credit or any other similar instrument issued by a bank or financial institution with respect to the liabilities of any entity which would meet the conditions for being deemed the Financial Debt, pursuant to other Subsections of this definition;

(g) ~~(g)~~ amounts obtained from issues of redeemable stocks or shares (excluding any stocks or shares for which their redemption right is held by their issues) prior to the Redemption Date or for any other reason deemed as borrowed funds in accordance with the IFRS;

(h) ~~(h)~~ amounts of obligations under agreements requiring to sell or sale agreements with a deferred payment of the price, provided that (i) one of the basic goals of entering into such agreement is to obtain the funding for or finance the acquisition or production of an asset or service which is the subject of a given agreement; or (ii) the agreement refers to a delivery or provision of services, and the payment is due later than 180 days after such delivery or provision of a service and is recorded in the accounting books (financial reporting) of the entity acquiring assets as borrowings, with (1) any amounts unpaid or retained by the entity acquiring assets or services to secure claims for

warranty, damage, losses, etc. against the entity providing assets or services and (2) commitments towards the Office of Electronic Communications for frequency reservations in any technology not being deemed as the Financial Debt;

- (i) ~~(i)~~ any other action (including any fixed term purchase or sale agreement) which produces the economic effect of a credit/loan or for any other reason deemed to be the incurred borrowings in accordance with the IFRS;
- (j) ~~(j)~~ due commitment to pay arising from a guarantee or surety referring to any commitment described in the above Subsections;

however, in each case excluding:

- (i) the debt under derivative transactions;
- (ii) the debt whose terms and conditions do not provide for any cash payment of interest prior to the repayment (due) date of the principal amount of such debt and whose final repayment (due) date is on the day occurring not earlier than six months after the Redemption Date;
- (iii) the debt (in particular, whose debtor is the [Shareholder Issuer](#) or his Affiliated Persons or any entities controlled by them) incurred to prevent or repair any Event of Default referred to in Subsection 7.1.1(g) of these Terms and Conditions.

“**Financial Half Year**” means every half-year period of the Financial Year.

“**Financial Statements**” means the Group’s consolidated financial statements drawn up in accordance with the International Financial Reporting Standards applicable to the reporting period.

“**Financial Year**” means the Issuer’s accounting year, as defined in its Articles of Association.

“**GDPR**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/56/EC.

“**Group**” means the [Shareholder Issuer](#) and the entities ~~covered by consolidation~~ [consolidated](#) with the [Shareholder Issuer](#) under the full method in accordance with the IFRS.

“**IFRS**” means the International Financial Reporting Standards based on the Regulation 1606/2002 of the European Parliament and of the Council of July 19, 2002 on the application of international accounting standards, or any other standards adopted by the European Union to supersede them.

“**Interest Cover Ratio**” for a given Audit Period means the quotient of Adjusted EBITDA and the Net Financial Burdens.

“**Interest Margin**” has the meaning attributed to this term in Subsection 3.6(b) of these Terms and Conditions.

“**Interest Payment Day**” has the meaning given to it in Section 3.1 (*Payment of the Amount of Interest*) of these Terms and Conditions.

“**Interest Period**” has the meaning given to it in Section 3.2 (*Interest Periods*) of these Terms and Conditions.

“**Interest Rate**” means the interest rate determined in accordance with the provisions of Section 3.6 (*Determination of Interest Rate*) of these Terms and Conditions which will provide the basis for the calculation of the Amounts of Interest.

“**Interest Record Date**” means the third Business Day prior to the beginning of each Interest Period in which a given Interest Rate is to be applicable, or any other day permitted by the relevant Regulations as an interest record date closest to the date specified above, to be notified to the Bondholders by the Issuer.

“**Issue Date**” means the date specified in the Supplement.

“**Issuer’s Right to Early Redemption**” has the meaning given to it in Subsection 7.3(a).

“**Leverage Ratio**” for a given Audit Period means the quotient of the Net Financial Debt and Adjusted EBITDA.

“**Loan**” means any loan, credit facility, issue of bonds or any other debt securities.

“**MAR Regulation**” means the Regulation (EU) No. 596/2014 of the European Parliament and of the Council of April 16, 2014 on market abuse (market abuse regulation), and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC.

“**Material Subsidiary Company**” means a Group company whose:

- (a) sum of assets, calculated after excluding the rights of a given Group member towards another Group member and the value of shareholdings held in Group members (intra-group assets), at the end of the last Financial Year for which the Financial Statements were provided in accordance with Section 9.1, exceeds 5% of the Group’s consolidated assets at the end of the same Financial Year (excluding the goodwill); or
- (b) Adjusted EBITDA, calculated after excluding the transactions of a given Group member with another Group member at the end of the last Financial Year for which the Financial Statement were provided in accordance with Section 9.1, exceeds 5% of the Group’s Adjusted EBITDA for the Audit Period.

“**NDS**” means the National Depository for Securities, Poland (*Krajowy Depozyt Papierów Wartościowych S.A.*), authorized to keep the depository for securities.

“**NDS Rules and Regulations**” means the rules and regulations of the NDS applicable at the time, adopted by the NDS Supervisory Board, pursuant to Article 50 of the Trading Act or to any other legal basis to supersede the above legal basis applicable at that time.

“**Net Financial Burdens**” means, for a given Audit Period, the Financial Burdens less the value of any interest received by or due to the Group under the debt instruments and financial assets taken up by the Group.

“**Net Financial Debt**” means the amount of the consolidated Financial Debt of the Group less the value of consolidated cash and short-term financial instruments equivalent to free cash (in the meaning of the IFRS).

“**Notice of Cessation of Early Redemption Basis**” means a document signed by persons authorized to represent the Issuer, where the Issuer informs the Bondholders about the cessation of Early Redemption Basis, the form of which is attached as SCHEDULE:7 to these Terms and Conditions.

“**Notice of Cessation of Event of Default**” means a document signed by persons authorized to represent the Issuer, where the Issuer informs the Bondholders about the cessation of Event of Default, the form of which is attached as SCHEDULE:6 to these Terms and Conditions.

“**Notice of Early Redemption Basis**” means a document signed by persons authorized to represent the Issuer, where the Issuer informs the Bondholders about the occurrence of an Early Redemption Basis, the form of which is attached as SCHEDULE:5 to these Terms and Conditions.

“**Notice of Event of Default**” means a document signed by persons authorized to represent the Issuer, where the Issuer informs the Bondholders about the occurrence of an Event of Default, the form of which is attached as SCHEDULE:4 to these Terms and Conditions.

“**Offering Act**” means the Act on Public Offering and Conditions of Introduction of Financial Instruments to the System of Organized Trading, and Public Companies of July 29, 2005 (Dz. U. of ~~2018~~2020, item ~~512~~623, as amended.).

“**Payment Date of the Amount Due**” means each day on which the specific Amount Due becomes payable in accordance with these Terms and Conditions.

“**Permitted Acquisition**” means:

- (a) the acquisition of, or subscription for, any number of Equity Interests in any company or other entity existing at the time of such acquisition, or acquisition of an enterprise or an organized part of the enterprise, provided that such entity, after the acquisition of, or subscription for, its Equity Interests, or an entity which has acquired the enterprise or an organized part of the enterprise, conducts business activity in principle predominantly the same, similar, complementary, supportive, related to, or auxiliary to the activity carried out at present or in the future by any Group member or other entities operating in the sector in which any Group member carries out at present, or will carry out in the future, business activity;
- (b) the acquisition of, or subscription for, any number of Equity Interests, the acquisition of the enterprise or an organized part of the enterprise other than permitted under the above Subsection, provided that the aggregate funds spent on the payment of the price for such Equity Interests, the enterprise or an organized part of the enterprise by the Redemption Date or the Early Redemption Date do not exceed

250 (in words: two hundred and fifty) million zlotys or the equivalent of such amount in another currency or currencies (excluding VAT);
or

- (c) the acquisition of, or subscription for, any number of the Equity Interests being or reflecting short-term financial instruments constituting the equivalent of funds.

“**Permitted Dividend Payment**” means the ~~Shareholder’s~~Issuer’s payment of dividend, interim dividend, price for the treasury shares acquired by the ~~Shareholder~~Issuer or return of additional payments made by the ~~Shareholder~~Issuer, provided that:

- (a) the Leverage Ratio at the end of the last Financial Half Year for which the Financial Statements were provided in accordance with Section 9.1, preceding the Financial Half Year in which the resolution of the ~~Shareholder’s~~Issuer’s relevant governing body regarding the payment of dividend, interim dividend, acquisition of treasury shares or return of additional payments is adopted, calculated pro-forma, i.e., taking into account such payment, is not higher than 3.75:1; or
- (b) such payment is made by the ~~Shareholder~~Issuer in connection with the Permitted Acquisition or any Disposal other than the Prohibited Disposal.

“**Permitted Financial Debt**” means:

- (a) any Financial Debt incurred when the Leverage Ratio at the end of the last Financial Half Year for which the Financial Statements were provided in accordance with Section 9.1, ~~–~~ calculated pro-forma, i.e., taking into account such Financial Debt and the use of the funds obtained as a result of incurring such Financial Debt, is not higher than 4.5:1;
- (b) the Financial Debt under the bonds issued under the Program;
- (c) the Financial Debt incurred under the Existing Financial Debt Documents;
- (d) the Financial Debt incurred under the Refinancing Debt Documents the amount of which will correspond to the sum of the principal amount, interest, fees, margins, commissions and costs payable under the documents of the refinanced Financial Debt (including, without limitation, the Existing Financial Debt Documents) and the costs (including commissions and fees) of obtaining financing under the Refinancing Debt Documents, as well as the remaining Financial Debt incurred under the Refinancing Debt Documents in the form of a working or revolving facility, overdraft facilities, guarantees, letters of credit or any other Financial Debt provided under a working or revolving facility;
- (e) a Financial Debt incurred in the ordinary course of business, including under factoring, forfeiting, discounting receivables, collection agreement, trade credit, due recourse of a bank or another financial institution which has granted a guarantee or surety (including for a loan or credit facility for the purchase of goods and services offered as part of the ordinary business of the Group) or similar agreements;

[English Language Translation]

- (f) the Financial Debt under any due recourse or indemnity with respect to any guarantee, surety, assumption of liability or documentary letter of credit or any other similar instrument issued by a bank or financial institution with respect to the liabilities of a Group member, incurred in its ordinary course of business or in the documentation of the Permitted Acquisition or disposal other than the Prohibited Disposal, or in connection with the Permitted Acquisition (in particular, in connection with the establishment of security required in connection with an exchange or tender offer announced in connection with the Permitted Acquisition) or any disposal other than the Prohibited Disposal,
- (g) the Financial Debt the creditor of which is an entity related to the entity incurring such Financial Debt (in the meaning of the IFRS) which is not a Group member, incurred for any purpose, provided that, in accordance with the terms and conditions of such Financial Debt, the final repayment (maturity) date is later than the Redemption Date;
- (h) the Financial Debt under leasing and any other agreement which should be treated in this way in accordance with the relevant accounting standards;
- (i) the Financial Debt incurred under a cash pooling transaction;
- (j) the Financial Debt incurred to make, or in connection with the making of, the Permitted Acquisition or disposal other than the Prohibited Disposal;
- (k) the Financial Debt under the Permitted Guarantee;
- (l) the Financial Debt under the Permitted Loan;
- (m) the Financial Debt incurred to make, or in connection with the making of, the Permitted Dividend Payment;
- (n) the Financial Debt under any foreign exchange transactions or derivative transactions entered into to hedge against the fluctuations of interest rates or foreign exchange rates or prices (in particular, in connection with the Existing Financial Debt Documents of the Refinancing Debt Documents); or
- (o) any Financial Debt other than the Financial Debt permitted under any of the previous Subsections the aggregate amount of which does not exceed at any time the higher of 250 (in words: two hundred and fifty) million zlotys or the equivalent of that amount in any other currency or currencies, excluding VAT), or 5% of the last reported Adjusted EBITDA;
- (p) with the Issuer being entitled to freely select and change the basis for recognizing a specific action as the Permitted Financial Debt.

“**Permitted Guarantee**” means any guarantee, surety, accession to debt, aval, endorsement for collection, and indemnity (including any guarantee, surety, accession to debt, aval, endorsement for collection, and indemnity granted or made with respect to any obligation of any Group member):

[English Language Translation]

- (a) granted or made when the Leverage Ratio at the end of the last Financial Half Year for which the Financial Statements were provided in accordance with Section 9.1 is not higher than 4.25:1;
- (b) granted or made in the ordinary course of business (including in connection with the agreements entered into with contracting parties (including agents and clients) in the ordinary course of business);
- (c) granted or made in connection with tender or auction procedures in which Group members are participating;
- (d) granted or made for any Group member as a beneficiary;
- (e) granted or made in connection with any joint venture investments or with respect to the obligations of any entities created under joint venture investments;
- (f) granted or made under cash pooling transactions;
- (g) granted or made to make, or in connection with the making of, a Permitted Acquisition or disposal other than the Prohibited Disposal (including, e.g., for acquirers of receivables in the case when the sale or any other disposal of a receivable is a Disposal other than the Prohibited Disposal), in order to grant, or in connection with the granting of, a Permitted Loan, or to incur, or in connection with the incurring of, the Permitted Financial Debt;
- (h) granted or made under the system of mutual netting of liabilities and receivables, set-off arrangements or any other actions with a similar effect;
- (i) granted or made in the Existing Financial Debt Documents or in connection with any debt arising from the Existing Financial Debt Documents;
- (j) granted to establish security required in connection with an exchange or tender offer announced in connection with the Permitted Acquisition;
- (k) whose granting or making is required by the relevant provisions of law in connection with any permitted actions made pursuant to these Terms and Conditions;
- (l) subject to letter (m), granted by the Permitted Acquisition date by an entity whose Equity Interests were acquired (directly or indirectly) as part of the Permitted Acquisition provided that such guarantees expire within three (3) months following the acquisition date, unless such guarantees comply with the terms and conditions of the Permitted Guarantees provided for in the remaining letters of this definition;
- (m) granted by the Permitted Acquisition date by an entity whose Equity Interests were acquired (directly or indirectly) as part of the Permitted Acquisition, if the Leverage Ratio at the end of the last Financial Half Year (for which the Financial Statements were provided

in accordance with Section 9.1) preceding the Financial Half Year in which the Permitted Acquisition was made, calculated as if the price for the acquired Equity Interests was paid at the end of such last Financial Half Year, is lower than 4.5:1; or

- (n) any guarantee, surety, accession to debt, aval, endorsement for collection, and indemnity other than permitted under any of previous Subsections, provided that they refer to the aggregate amount of liabilities not exceeding at any time the higher of 100 million (in words: one hundred million) zlotys or the equivalent of that amount in any other currency or currencies (excluding VAT) or 3% of the last reported Adjusted EBITDA.

“Permitted Loan” means:

- (a) any Loan granted when the Leverage Ratio at the end of the last Financial Half Year for which the Financial Statements were provided in accordance with Section 9.1, calculated pro-forma, i.e., taking into account the granting of such Loan, is not higher than 4.0:1;
- (b) any Loan granted to a contracting party of any Group member (including any agent or client) in the ordinary course of business;
- (c) any Loan constituting the Financial Debt to which the definition of the Permitted Financial Debt refers;
- (d) any Loan granted to another Group member;
- (e) any Loan granted as part of a joint venture transaction or to an entity created by a joint venture transaction;
- (f) any Loan under a cash pooling transaction;
- (g) any Loan granted to make, or in connection with the making of, the Permitted Acquisition or disposal other than the Prohibited Disposal, or in connection with the granting of the Permitted Guarantee;
- (h) any Loan granted to an employee, associate or person performing a role in the governing bodies of a Group member in connection with stock options or subscription variants;
- (i) any Loan granted to an employee, associate or person performing a role in the governing bodies of a Group member from a social fund established by such Group member in accordance with the Act on the Company Social Benefit Fund of March 4, 1994 or any other legal act to supersede that Act, provided that such fund is financed by a given Group member only to the extent required by law;
- (j) subject to letter (k), any Loan granted by the Permitted Acquisition date by an entity whose Equity Interests were acquired (directly or indirectly) as part of the Permitted Acquisition provided that such Loan is repaid within three (3) months following the acquisition date, unless such Loan complies with the terms and conditions of the Permitted Loan provided for in the remaining letters of this definition;
- (k) any Loan Granted by the Permitted Acquisition date by an entity whose Equity Interests were acquired (directly or indirectly) as part of the Permitted Acquisition, if the Leverage Ratio at the end of the last Financial Half Year (for which the Financial Statements were

provided in accordance with Section 9.1) preceding the Financial Half Year in which the Permitted Acquisition was made, calculated as if the price for the acquired Equity Interests was paid at the end of such last Financial Half Year, is lower than 4.25:1; or

- (l) any Loans other than the Loans permitted under any of the previous Subsections, provided that their aggregate outstanding principal amount does not exceed at any time the higher of 100 million zlotys (in words: one hundred million zlotys) or the equivalent of that amount in any other currency or currencies (excluding VAT) or 3% of the last reported Adjusted EBITDA.

~~“Permitted Transformation” means the transformation of the Issuer into a joint stock company and the Issuer’s merger, as the acquiring company, with the Shareholder as a result of which all Issuer’s shares will be listed on a regulated market operated by the WSE;~~

“Premium” means the amount payable by the Issuer to the Bondholders in the case of an Early Redemption of Bonds by the Issuer in a manner specified in Section 7.3 (*The Issuer’s Right to Early Redemption*), as specified in the Supplement.

“Principal Amount Due” has the meaning given to it in Section 2.3 of these Terms and Conditions.

“Prohibited Disposal” means:

- (a) a disposal of the Issuer’s entire enterprise for a non-Group member, made directly or indirectly, in one or several actions;
- (b) a disposal of 50% plus one share in the Issuer for or to a non-Group member, made directly or indirectly, in one or several actions;

“Record Date for Bonds” means the sixth Business Day prior to a given Payment Date of the Amount Due, or any other day permitted by the relevant Regulations as a day on which the holding of Bonds is determined to identify the entities and persons entitled to receive performances under the Bonds on the Payment Date of the Amount Due, closest to the date specified above, to be notified to the Bondholders by the Issuer.

“Redemption Date” has the meaning given to it in Section 6.1 of these Terms and Conditions.

“Refinancing Debt Documents” means all agreements, understandings, statements and actions, pursuant to which, or in connection with which, the Issuer or any other Group member will incur or may incur the Financial Debt, e.g., for the purpose of repayment of the Permitted Financial Debt of any Group member, in full or in part.

“Regulations” means the WSE MTF Rules and Regulations, NDS Rules and Regulations, NDS Detailed Rules or any other regulations and resolutions applicable to the organization and operation of the WSE MTF and NDS.

“Restructuring Law Act” means the Restructuring Law Act of May 15, 2015 (Dz. U. of [20192020](#), item [243814](#), as amended).

“Rules and Regulations of the Bondholders Meeting” means the rules and regulations of the Bondholders Meeting attached as SCHEDULE:2 to these Terms and Conditions.

“**Securities Account**” means a securities account in the meaning of Article 4, Section 1 of the Trading Act.

~~“**Shareholder**” means Play Communications S.A., a joint stock company organized under the laws of Luxembourg (société anonyme) with its registered seat in in the Grand Duchy of Luxembourg at rue du Fort Bourbon 4/6, L-1249 Luxembourg, registered in the Luxembourg Trade and Companies Register under number B183803.~~

“**Supplement**” means the supplement attached as SCHEDULE:1 to these Terms and Conditions.

“**Technical Agent**” means Santander Bank Polska S.A. with its registered office in Warsaw at al. Jana Pawła II 17, 00-854 Warsaw.

“**Trading Act**” means the Act on Trading in Financial Instruments of July 29, 2005 (Dz. U. of ~~2018~~2020, item. ~~228689~~, as amended).

“**Turnaround Period**” has the meaning attributed to this term in Subsection 7.1.2(d) of these Terms and Conditions.

“**Website**” means the Issuer’s website at the following address: www.play.pl/p4.

“**WSE**” means the Warsaw Stock Exchange (*Gielda Papierów Wartościowych w Warszawie S.A.*).

“**WSE MTF**” means a multilateral trading facility organized by the WSE (*ASO GPW*).

“**WSE MTF Rules and Regulations**” means the rules and regulations of the multilateral trading facility organized by the WSE in the wording adopted by Resolution No. 147/2007 of the WSE Management Board on March 1, 2007, as amended, or any other document to supersede them.

1.2 Interpretation rules

In these Terms and Conditions:

- (a) unless otherwise stated, any reference to a Section, Subsection, or Schedule is a reference to a section, subsection, or schedule of these Terms and Conditions;
- (b) any references to:
 - (i) these Terms and Conditions or any other document include references to these Terms and Conditions or any other document, as amended; and
 - (ii) provision of law, act or regulation, include references to such provision of law, act or regulation, as amended, and the provisions of law, act or regulation to supersede them;
- (c) the terms “includes” or “including” or “in particular” or “without limitation” shall be interpreted as the terms which do not form a closed list;

- (d) headings and subheadings used at the beginning of certain provisions of these Terms and Conditions are provided for convenience of use only and do not influence the interpretation of these Terms and Conditions;
- (e) schedules to these Terms and Conditions are their integral parts;
- (f) the Supplement is an integral part of the Terms and Conditions, creating a uniform document of the terms and conditions of issue of the Bonds, and the definition “Bonds” shall refer to the bonds of a specific series, as specified in the Supplement;

2. DESCRIPTION OF THE BONDS

- 2.1 Each Bond issued in accordance with these Terms and Conditions (including the Supplement) is a bearer security issued in a series and having no form of document.
- 2.2 The Bonds will be registered in the depository of securities kept by the NDS.
- 2.3 In the content of each Bond the Issuer states that the Issuer is a debtor to the Bondholder and undertakes towards the Bondholder to perform monetary performance consisting of the payment of the amount corresponding to the nominal value of the Bond specified in Section 2.6 (the “**Principal Amount Due**”), in a manner and within the time limits set out in Section 6 (*Redemption of Bonds*) or Section 7 (*Early Redemption of Bonds*) of these Terms and Conditions and the amount of interest (the “**Amount of Interest**”) in a manner and within the time limits set out in Section 3 (*Interest*) of these Terms and Conditions.
- 2.4 The rights under the Bonds arise in accordance with the Act on Bonds, the Trading Act and other relevant Regulations, if applicable to the Bonds.
- 2.5 The legal basis for the Bond issue and their offering procedure are specified in the Supplement. The subscription for the Bonds or acceptance of the proposal to acquire the Bonds may be made electronically.
- 2.6 The nominal value of one Bond is ~~500,000~~1,000 (in words: ~~five hundred~~one thousand) zlotys.
- 2.7 The maximum number of Bonds offered for acquisition under these Terms and Conditions is specified in the Supplement.
- 2.8 The Bonds issued in accordance with these Terms and Conditions are unsecured bonds.
- 2.9 The Bonds are issued on the Issue Date. The place of Bond issue is Warsaw.
- 2.10 The purpose of the Bond issue is not specified, unless such purpose is specified in the Supplement.

3. INTEREST

3.1 Payment of the Amount of Interest

The Bonds bear interest from the first day of the First Interest Period i.e. the day of registering the Bonds on the register of persons entitled to the Bonds maintained by the Issue Agent (inclusive) to the Redemption Date or - in the case of an Early Redemption - the Early Redemption Date (exclusive of that day in both cases). On each interest payment day specified in Section 3.3 (*Interest Payment Day*) of these Terms and Conditions (the “**Interest Payment Day**”) each person or each entity which is a Bondholder on the Record Date for Bonds will be authorized to receive the Amount of Interest calculated pursuant to this Section 3 (*Interest*). The Amounts of Interest will be payable in arrears. The payment of the Amount of Interest will be made through the NDS on the basis and in accordance with the relevant Regulations.

3.2 Interest Periods

The interest period means the period from the first day of the First Interest Period i.e. the day of registering the Bonds on the register of persons entitled to the Bonds maintained by the Issue Agent (inclusive) to the First Interest Payment Day (exclusive of that day) and each subsequent period lasting from the previous Interest Payment Day (inclusive) to the following Interest Payment Day (exclusive of that day) (the “**Interest Period**”), with the last Interest Period ending on the day preceding the Redemption Date or the Early Redemption Date.

3.3 Interest Payment Days

Interest Payment Days will occur in accordance with the schedule specified in the Supplement, with the reservation that the last Interest Payment Day will occur on the Redemption Date or the Early Redemption Date.

3.4 Calculation of interest

- (a) The Amount of Interest is calculated for each Interest Period separately.
- (b) If the Amount of Interest is calculated in accordance with these Terms and Conditions for a period shorter than the Interest Period originally specified in the Supplement, it will be calculated on the basis of the actual number of days in the period from the first day of the First Interest Period (inclusive) to the last day of the First Interest Period (exclusive of that day) or from the previous Interest Payment Day (inclusive) to the day on which the Bonds are redeemed (exclusive of that day).
- (c) In the case of delay (except for the case referred to in Subsection 7.2.1(a)) in the payment of the Principal Amount Due or the Amount of Interest, in full or in part, the Bondholder will be entitled to interest calculated from the day on which the delay occurred (inclusive) to the day of payment (exclusive of that day) in the amount equal to the Interest Rate for the last Interest Period plus the Additional Interest Margin (but without adding the Additional Interest Margin twice, if another Event of Default has occurred prior to the end of the last Interest Period).

- (d) In no case the amount of any interest under the Bonds may be capitalized or interest calculated on such amount of interest.

3.5 Calculation of the Amount of Interest

The interest per one Bond will be calculated according to the following formula:

$$K = SP * N * L / 365$$

where:

- K means the Amount of Interest for a given Interest Period on one Bond;
- SP means the fixed Interest Rate for a given Interest Period;
- N means the nominal value of one Bond;
- L means the number of days in that Interest Period;

after the rounding of the result of such calculation to the nearest grosz (with half a grosz and more to be rounded up).

3.6 Determination of Interest Rate

- (a) If, in accordance with the Supplement, the Bonds bear a fixed interest rate, the Interest Rate for each Interest Period will be the rate specified in the Supplement.
- (b) If, in accordance with the Supplement, the Bonds bear a variable interest rate, the Interest Rate for each Interest Period will be the Base Rate specified in the Supplement (the “**Base Rate**”) plus the interest margin specified in the Supplement (the “**Interest Margin**”).
- (c) The Interest Rate will be determined in accordance with the rules described in this Section and the Supplement by the Calculation Agent on the Interest Record Date.
- (d) If the Thomson Reuters News Service, or its successor, fails to provide the Base Rate, in accordance with the Supplement, at or around 11:00 hrs of the Central European Time on the Interest Record Date (or at any other time at which the fixing is made on a given day in accordance with the regulations on the fixing of WIBOR), the Base Rate will be equal to the Base Rate published directly by GPW Benchmark S.A. with its registered seat in Warsaw or any other entity which is the administrator for that reference rate (in the meaning of the [Benchmark Regulation](#) ~~(EU) 2016/1011 of the European Parliament and of the Council of~~

~~June 8, 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No. 596/2014).~~

- (e) If the Interest Rate cannot be determined in accordance with the above provisions by 15:00 hrs on the Interest Record Date, the Interest Rate will be determined on the basis of the last available Base Rate equal to WIBOR (Warsaw Interbank Offered Rate) provided in accordance with the rules specified in the Supplement, or, if it not possible - in accordance with letter (d) above, or, if, on the Interest Record Date the last available Base Rate is older than six months, the Base Rate will be fixed by the Technical Agent in consultation with the Calculation Agent and the Issuer based on each official successor of the Base Rate for deposits in the PLN in the interbank market of the length specified in the Supplement.
- (f) In the case of occurrence of an Event of Default, for the period from the fifth Business Day after the day on which such Event of Default occurred (inclusive) to the fifth Business Day from the day on which such Event of Default ceases to exist, or to the earlier of: the Redemption Date or the Early Redemption Date (exclusive of that day), the Interest Rate will be increased by an additional interest margin specified in the Supplement (the “**Additional Interest Margin**”).
- (g) In the case of occurrence of Early Redemption Basis, in the period from the fifth Business Day after the day on which such Early Redemption Basis occurred (inclusive) to the fifth Business Day from the day on which such Early Redemption Basis ceases to exist, or to the earlier of: the Redemption Date or the Early Redemption Date (exclusive of that day), the Interest Rate will be the Base Rate in the Supplement increased by the Additional Interest Margin specified in the Supplement.
- (h) The information on the Interest Rate will be provided in accordance with the relevant Regulations.
- (i) As of the date of these Terms and Conditions, GPW Benchmark S.A. is ~~taking actions aimed at obtaining a permit~~ included in the register of administrators under Art. 36 of the Benchmark Regulation and has obtained a permit from the Polish Financial Supervision Authority to act as a reference rate administrator ~~in accordance with the requirements of the Regulation of the European Parliament and of the Council (EU) 2016/1011 of June 8, 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No. 596/2014)~~ under the Benchmark Regulation.

3.7 Exclusion of statutory interest

Provisions on statutory interest will not be applicable to any amounts due under the Bonds or related to them.

4. PAYMENT OF MONETARY PERFORMANCES UNDER THE BONDS

- 4.1 Taking into account Section 4.6 of these Terms and Conditions and the rules for conducting the Early Redemption of Bonds in accordance with Sections 7.1 – 7.2.3, the Amount Due is payable without any additional instructions and statements of the Bondholder.

- 4.2 If the day on which the Amount Due is to be paid is not a Business Day, the payment will be made on the nearest Business Day after that day, without the right to demand default interest or any other additional payments. For the avoidance of doubt, if the payment is not made on the nearest Business Day referred to in the previous sentence, the interest will be calculated in accordance with the remaining provisions of these Terms and Conditions, including, without limitation, Subsections 3.4(c) or 3.6(f) and 7.2.1(a), from the non-Business Day on which the payment of the Amount Due was to be made.
- 4.3 Any payments under the Bonds will be made taking into account the provisions of law applicable on the day of payment.
- 4.4 Payments under the Bonds will be made through the NDS and Depository System Participants, pursuant to and in accordance with the relevant Regulations, to the entities whose rights under the Bonds are registered in the Bonds Accounts on the Record Date for Bonds. The Calculation Agent will calculate the Amount Due payable under the Bonds on the nearest Payment Date of the Amount Due and provide the NDS with the information on the Amount Due, the nearest Record Date for Bonds, the Payment Date of the Amount Due and the Amount Due payable on the nearest Payment Date of the Amount Due, in accordance with § ~~117a~~134 of the Detailed Rules or any other relevant Regulations to supersede them.
- 4.5 The place for fulfillment of the performance under the Bonds will be the registered seat of the entity keeping the Securities Account or the Consolidated Account through which the performance is fulfilled.
- 4.6 The information on the number of the bank account and any other information and the documents required by the Depository System Participant keeping the Bonds Account shall be provided by the Bondholder or holder of the Consolidated Account in the form and within the time limits specified in the regulations of such Depository System Participant. For the avoidance of doubt, the non-payment of the Amount Due to the Bondholder caused by the failure of the Bondholder or the holder of the Consolidated Account to provide the information referred to in this Section 4.6 or a Depository System Participant's failure to provide the Bondholder with the Amount Due in spite of the Issuer's correct fulfilment of its performance is not an Event of Default, a basis for the Early Redemption, or delay or default on the part of the Issuer and will not provide a basis for the Issuer's liability towards such Bondholder or holder of the Consolidated Account or for calculating Interest based on the Additional Interest Margin.
- 4.7 The receivables under the Bonds, on the request of the Bondholder or the holder of a Consolidated Account, may be credited to the purchase price of bonds of a new issue.

5. TAXES

- 5.1 Any payments under the Bonds will be made taking into account deductions or collections for taxes, fees, or other public law liabilities, if they arise from the applicable provisions of law, in accordance with the relevant Regulations.
- 5.2 If any payment under the Bonds is related to the obligation to collect and pay any tax, fee, or other public law liabilities, the Issuer will not be required to pay the Bondholders any amounts to make up for the collected taxes, fees or other public law liabilities, or make any other payments.

6. REDEMPTION OF BONDS

- 6.1 The Bonds of a given series will be redeemed by the Issuer on the day specified in the Supplement regarding the Bonds of that series (the “**Redemption Date**”) or on the Early Redemption Date.
- 6.2 The Issuer will pay, on the Redemption Date or the Early Redemption Date, for each Bond, the Amount Due, including the Principal Amount Due, the Amount of Interest for the last Interest Period, and - in the case of redemption of Bonds pursuant to Section 7.3 - the Premium. Any payments under the Bonds and related to their redemption will be made through the NDS, pursuant to and in accordance with the relevant Regulations.
- 6.3 Upon the redemption of the Bonds, pursuant to the provisions of these Terms and Conditions, the Bonds will be cancelled in accordance with the Act on Bonds and the applicable Regulations.
- 6.4 Subject to the provisions of Section 7.2.3 of these Terms and Conditions, the Bondholder shall not be entitled to demand redemption of Bonds prior to the Redemption Date.

7. EARLY REDEMPTION OF BONDS

7.1 The Early Redemption of Bonds at the consent of the Bondholders Meeting

- 7.1.1 The occurrence of each of the following events will constitute an Early Redemption Basis, pursuant to Subsection 7.1.2:

(a) Prohibited Acquisition

The Issuer or any other Group member subscribes for or acquires any number of Equity Interests of any non-Group member, or acquires the enterprise or organized part of the enterprise from a non-Group member, otherwise than under the Permitted Acquisition.

(b) Prohibited Guarantee

The Issuer or any other Group member grants a guarantee or surety other than the Permitted Guarantee, or accedes to debt or provides an indemnity otherwise than under the Permitted Guarantee.

(c) Prohibited Loan

The Issuer or any other Group member grants (becomes a creditor under) a Loan other than the Permitted Loan.

(d) Prohibited Disposal

A Prohibited Disposal occurs.

(e) Prohibited Dividend Payment

The ~~Shareholder~~ Issuer pays dividend or interim dividend, price for the treasury shares acquired by the ~~Shareholder~~ Issuer or returns additional payments to its shareholder, other than the Permitted Dividend Payment.

(f) Prohibited Financial Debt

The Issuer or a Group member incurs a Financial Debt other than the Permitted Financial Debt.

(g) Breach of Financial Ratio

On the Audit Date:

- (i) the Interest Cover Ratio is lower than 1.5: 1; or
- (ii) The Leverage Ratio is higher than 4.5:1.

There will be no Early Redemption Basis for the Early Redemption, referred to in this Subsection, if, in the Turnaround Period set out in Subsection 7.1.2(d), the Issuer delivers a Compliance Statement confirming the occurrence, after the Audit Date, of an event or events which, if they occurred no later than on the Audit Date, would have such an impact on the calculation of the Interest Cover Ratio or the Leverage Ratio that none of the above-mentioned ratios would exceed the above-mentioned values. In such a case, the Compliance Statement should indicate the details of such event or events, their impact on the calculation of the Interest Cover Ratio or the Leverage Ratio, and the recalculation of both ratios taking into account such event or events.

(h) Breach of disclosure obligations

The Issuer is in material breach of any obligations arising under Section 9 (*Disclosure Obligations*).

(i) Cross-default

Any Financial Debt of the Material Subsidiary Company other than Financial Debt arising from Bonds issued under the Program towards a bank, credit institution or financial institution in the total amount exceeding 200 (in words: two hundred) million zlotys is not repaid when due (taking into account the relevant remedy period if such period is provided for in the documentation of such Financial Debt).

(j) Creditor's petition for bankruptcy

A creditor of the Issuer or the Material Subsidiary Company will file a petition for bankruptcy of the Issuer or the Material Subsidiary Company with a court unless the Issuer (or the Material Subsidiary Company) reasonably proves that such petition is

unfounded, submitted in bad faith or if such petition is rejected, dismissed or the relevant proceedings are discontinued within 90 days of the filing of the petition.

(k) Financial Debt Restructuring or Arrangement

The Issuer or a Material Subsidiary Company will take formal steps to initiate restructuring proceedings regulated by the Restructuring Law Act or any other regulation replacing it due to irreparable difficulties in the repayment of the Financial Debt.

(l) Misrepresentations

Any of the representations made by the Issuer in these Terms and Conditions will turn out to be materially untrue in whole or in part when made and the making of such a representation shall cause the Bondholder a real material financial loss.

(m) Failure to perform final judicial and administrative decisions

The Issuer will not execute a final court or administrative decision as a result of which the Issuer is obliged to pay an amount higher than 100 (in words: one hundred) million zlotys. Judicial or administrative decisions will be considered final after all appellate measures and procedures have been exhausted before Polish or international judicial or administrative bodies, or after the expiry of time limits for commencing any appeal, cassation or review proceedings.

(n) Failure to introduce the Bonds to trading on WSE MTF

The Bonds will not be introduced to trading on the WSE MTF within 120 Business Days from the Issue Date.

(o) Change of Control

There will be a Change of Control.

7.1.2 Should any of the Early Redemption Basis specified in Subsection 7.1.1 occur, the following rules shall apply:

- (a) The Issuer will notify Bondholders that an Early Redemption Basis has occurred immediately upon becoming aware of such occurrence, in the form of a Notice of Early Redemption Basis; within five Business Days of the receipt of the Notice of Early Redemption Basis, the Bondholders shall have the right to declare their intention to participate in the Bondholders Meeting.
- (b) Notwithstanding the above obligation of the Issuer, each Bondholder, upon becoming aware of the occurrence of the Early Redemption Basis, of which the Issuer has failed to notify all Bondholders by way of a Notice of Early Redemption Basis, may demand that the Issuer determine the period referred to in Subsection (c) below during which the remaining Bondholders may declare their intention to participate in the Bondholders Meeting; the submission by the Bondholder of a request for the Issuer to

determine the period referred to in Subsection (c) below shall be tantamount to the declaration by the Bondholder of its intention to participate in the Bondholders Meeting;

- (c) If any Bondholder (i) declares its intention to participate in the Bondholders Meeting pursuant to Subsection (a) above, or (ii) makes the request referred to in Subsection (b) above, the Issuer shall notify all Bondholders of such fact within five Business Days (by posting relevant information on the Website), at the same time setting a period of no less than five and no more than ten Business Days, during which the remaining Bondholders shall be entitled to declare their intention to participate in the Bondholders Meeting; The request referred to in Subsection (b) above as well as the declaration of intention to participate in the Bondholders Meeting shall be submitted to the Issuer and the Technical Agent in writing to the address of the Designated Office or by e-mail to the Issuer's address: obligacje@play.pl, and the Technical Agent's address: obligacje@santander.pl;
- (d) With respect to each Early Redemption Basis except for the Early Redemption Bases set out in Subsections 7.1.1(e) and 7.1.1(k) a turnaround period will apply (the "**Turnaround Period**") counting from (i) the delivery by the Issuer of the Notice of Early Redemption Basis referred to in Subsection (a) above, or (ii) the delivery by a Bondholder of the request referred to in Subsection (b) above, where: (1) with respect to Early Redemption Basis referred to in Subsection 7.1.1(j) the Turnaround Period will be 90 days and (2) with respect to any other Early Redemption Basis (except for Early Redemption Bases referred to in Subsections 7.1.1(e) and 7.1.1(k) above) the Turnaround Period will be 60 days;
- (e) If as a result of a Notice of Early Redemption Basis, or a notice to Bondholders referred to in Subsection (c) above, Bondholders holding Bonds whose aggregate nominal value corresponds to at least 5% of the Adjusted Total Nominal Value of the Bonds declare their intention to participate in the Bondholders Meeting: (i) if the Early Redemption Basis specified in Subsections 7.1.1(e) and 7.1.1(k) above has occurred, the Issuer will be obliged to convene a Bondholders Meeting within 5 Business Days of the last day on which the Bondholders may declare their intention to participate in the Bondholders Meeting pursuant to Subsection (a) or (c) above, and (ii) if the Early Redemption Basis has occurred and does not cease before the end of the Turnaround Period, the Issuer will be obliged to convene a Bondholders Meeting within 5 Business Days of the later of: (1) the last day on which the Bondholders may declare their intention to participate in the Bondholders Meeting pursuant to Subsection (a) or (c) above, or (2) the end of the Turnaround Period; the date, time and place of the Bondholders Meeting will be determined in the notice convening the Bondholders Meeting in conformity with the Rules and Regulations of the Bondholders Meeting;
- (f) If (i) during the Turnaround Period, or (ii) after the Turnaround Period but before the date of the Bondholders Meeting scheduled by the Issuer, or (iii) with respect to Early Redemption Bases specified in Subsections 7.1.1(e) and 7.1.1(k) above - before the date of the Bondholders Meeting scheduled by the Issuer, the relevant Early Redemption Basis ceases to exist (whether or not it is caused by the Issuer or another Group member, or otherwise),

Bondholders will not have any rights under the Early Redemption Basis, in particular the right to demand the Early Redemption of Bonds, except for the Additional Interest Margin calculated for the period during which the Early Redemption Basis continued;

- (g) If the Early Redemption Basis ceases to exist, both during and after the Turnaround Period (but before the date of the Bondholders Meeting referred to in Subsection (e) above), the Issuer shall notify the Bondholders that the Early Redemption Basis has ceased immediately upon becoming aware thereof by way of a Notice of Cessation of Early Redemption Basis;
- (h) If during the period specified in Subsection (f) above the Early Redemption Basis does not cease, the Bondholders Meeting of Bondholders holding Bonds of a given Series may adopt a resolution granting the Bondholders the right to demand an Early Redemption as a result of the occurrence of the Early Redemption Basis specified in Subsection 7.1.1; Such resolution shall require a majority of 2/3 of the votes attributable to the entire Adjusted Total Nominal Value of the Bonds of that Series. If such resolution is adopted, each Bondholder will have the right to demand the Early Redemption of Bonds of that series held by that Bondholder; for the avoidance of doubt, if the Early Redemption Basis ceases to exist after the adoption by the Bondholders Meeting of a resolution consenting to the exercise by the Bondholders of their right to demand an Early Redemption referred to in this Subsection (h), the Bondholders' right to demand the Early Redemption will not expire.

7.2 Early Redemption of Bonds at the Bondholder's request

7.2.1 Each of the following events will constitute an Event of Default:

(a) No payment

The Issuer will be in default of any payments on account of the Bonds when due unless such non-payment is not at fault, including for technical or administrative reasons, and such payment is made within 3 Business Days of the due date.

(b) Insolvency

Any of the following events will occur: (i) the Issuer or a Material Subsidiary Company recognises its insolvency in writing; or (ii) the Issuer or a Material Subsidiary Company files a petition for bankruptcy; or (iii) a resolution is adopted to dissolve or open the liquidation of the Issuer; or (iv) a receiver or administrator is appointed for the assets of the Issuer or a Material Subsidiary Company, or the management board of the Issuer or a Material Subsidiary Company files a petition for the appointment of a receiver or administrator.

(c) Discontinuation of Business Activity

The Group will cease to conduct its core business in whole or in part.

~~(d) Withdrawal of the Shareholder's shares from trading on the regulated market~~

~~All of the Shareholder's shares will be de-listed from trading on the regulated market operated by the WSE, except for de-listing from trading resulting from the Permitted Transformation.~~

~~(e) Change of Control~~

~~There will be a Change of Control.~~

(d) ~~(f)~~ **Failure to convene the Bondholders Meeting**

The Issuer will not convene the Bondholders Meeting in accordance with Subsection 7.1.2(e) in the case of occurrence of an Early Redemption Basis in spite of a correct request made by the Bondholders or will deliberately prevent the Bondholders Meeting from being convened or held.

7.2.2 Should the Event of Default specified in Subsection 7.2.1 occur, the following rules will apply:

- (a) The Issuer shall notify the Bondholders of the occurrence of an Event of Default immediately upon becoming aware of such occurrence, by way of a Notice of Event of Default;
- (b) Starting from the day following the date on which such an Event of Default has occurred, each Bondholder will have the right to demand the Early Redemption of Bonds held by that Bondholder;
- (c) If the Event of Default ceases, the Issuer shall notify the Bondholders that the Event of Default has ceased immediately upon becoming aware thereof, by way of a Notice of Cessation of Event of Default.

7.2.3 In circumstances referred to in Subsections 7.1.1 and 7.2.1 of these Terms and Conditions, the following additional rules will apply:

- (a) A request for Early Redemption should be made by submitting an appropriate statement to the Depository System Participant, indicating, among other things, the number of Bonds to be redeemed, in the form and on dates specified in the regulations of that Depository System Participant; the Bondholders will be notified of a change in the manner of submitting the request for Early Redemption of Bonds resulting from a change in applicable laws or regulations;
- (b) The Early Redemption referred to in Subsection (a) above will be carried out in accordance with § ~~48~~135 of the Detailed Rules or any other relevant superseding Regulations;
- (c) The Early Redemption Date will be the ~~6th~~30th Business Day after the date of submission by the Bondholder of the statement referred to above.

7.3 Issuer's Right to Early Redemption

- (a) The Issuer may at any time carry out the Early Redemption of Bonds (“**Issuer's Right to Early Redemption**”). The Issuer will notify the Bondholders of its intention to exercise the Issuer's Right to Early Redemption no later than 10 Business Days before the Early Redemption Date in accordance with Section 14 (*Notifications*) of these Terms and Conditions.

- (b) The Issuer's Right to Early Redemption may be exercised at any time prior to the Redemption Date, in respect of all or part of the issued and outstanding (non-redeemed) Bonds, however, the Early Redemption may not apply to Bonds in a given Series constituting less than 10% of the total nominal value of the Bonds in that Series, or to all outstanding Bonds (in that Series) in the event that their total nominal value is lower than the amount indicated above.
- (c) In the event of an Early Redemption of part of the Bonds as a result of the Issuer exercising the Issuer's Right to Early Redemption, subject to voluntary submissions of Bonds for redemption (if such submissions are expected), the Bonds will be redeemed from the Bondholders pro rata to the balance of the Bonds recorded in their Bonds Accounts. The number of Bonds redeemed from individual Bondholders will be determined in accordance with the relevant Regulations, in particular § ~~123~~[139](#) of the Detailed Rules or any other relevant superseding Regulations.
- (d) Early Redemption resulting from the exercise by the Issuer of the Issuer's Right to Early Redemption will take place based on at their nominal value together with accrued interest and plus the Premium, if applicable.

8. ISSUER'S REPRESENTATIONS AND WARRANTIES

8.1 The Issuer represents that:

- (a) The Issuer is a limited liability company duly established and operating under the laws of Poland;
- (b) Subject to the Disclaimer, the Issuer holds or will hold the necessary rights and approvals of its governing bodies to issue, and perform obligations under, the Bonds;
- (c) Subject to the Disclaimer, the Issuer's obligations resulting from the Bonds will be legal, binding and enforceable;
- (d) The Issuer's obligations under the Bonds, which will be issued pursuant to these Terms and Conditions, will rank pari passu with other unsecured and non-preferential obligations of the Issuer, subject to the mandatory provisions of law;
- (e) All information (as subsequently supplemented) which has been made available to the Bondholders by the Issuer or its representatives is complete and correct in all material respects and does not contain any untrue statements or omit any statements that are necessary to ensure that the representations and warranties contained in the Terms and Conditions and given to the Bondholders are not misleading; and
- (f) The Issuer is not entered in the register of insolvent debtors referred to in Article 55 of the Act on the National Court Register of August 20, 1997 (Dz. U. of ~~2018~~[2019](#), item ~~986~~[1500](#), as amended).

8.2 The above representations will be made to the purchasers of the Bonds on the Issue Date of the Bonds as at the Issue Date.

9. DICLOSURE OBLIGATIONS

9.1 Subject to the mandatory provisions relating to disclosure obligations included in the Regulations, until the Redemption Date or the Early Redemption Date of the last outstanding Bond of a given Series, the Issuer will be obliged to make the following financial statements available to the Bondholders at the Issuer's registered office or through the website, on the following dates:

- (a) ~~the Issuer's standalone~~ audited annual standalone financial ~~statements~~statement of the Issuer (together with the ~~auditor's~~auditor's review report ~~on the audit~~), prepared in accordance with ~~the~~ IFRS within 180 days of the end of a given Financial Year;
- (b) ~~consolidated~~ audited annual consolidated financial ~~statements~~statement of the ~~Issuer's~~Issuer and its subsidiaries (together with the ~~auditor's~~auditor's review report ~~on the audit~~), prepared in accordance with ~~the~~ IFRS within 180 days ~~of~~after the end of a given Financial Year;
- (c) ~~the Group's~~ unaudited ~~quarterly consolidated Financial Statements~~semi-annual stand-alone financial statement of the Issuer, prepared in accordance with ~~the~~ IFRS ~~for the first and third quarter~~ within 90 days ~~of~~after the end of ~~the first and third quarter a given Financial Half Year~~;
- (d) ~~the Group's~~ semi-annual unaudited consolidated ~~Financial Statements, subject to auditor's review~~financial statement of the Issuer and its subsidiaries, prepared in accordance with ~~the~~ IFRS within 90 days of the end of the given Financial Half-Year.
- ~~(e) the Group's annual consolidated audited Financial Statements (together with the auditor's report on the audit), prepared in accordance with the IFRS within 180 days of the end of a given Financial Year.~~

9.2 Together with making available the financial statements referred to in Section ~~9.1(d)~~9.1(b) and ~~9.1(e)~~9.1(d) above and on their basis, the Issuer will, within 30 days of the date of publication of the financial statements referred to in Section ~~9.1(d)~~9.1(b) and ~~9.1(e)~~9.1(d), make available to the Bondholders for viewing at the Issuer's registered office a statement signed by persons authorised to represent the Issuer, substantially in the form of SCHEDULE:3 to these Terms and Conditions (the "**Compliance Statement**").

9.3 The publication of financial statements, Compliance Statements, Notices of Event of Default, Notices of Early Redemption Basis, Notices of Cessation of Event of Default, Notices of Cessation of Early Redemption Basis, and other notices referred to in these Terms and Conditions or in the Act on Bonds, at the right time, on the Website or the website of WSE MTF, on which Bonds will be listed, or otherwise in conformity with applicable rules of the WSE, or publicizing them in the form of a current report published in conformity with the requirements laid down in the MAR Regulation, the Offering Act, Detailed Rules and other applicable Regulations, including secondary legislation to the acts of law mentioned above, will be considered as tantamount to making available or delivering the same.

10. PERSONAL DATA PROCESSING BY THE ISSUER

- 10.1 The purchase of the Bonds is connected with the provision of information to the Issuer concerning the Bondholder and, with respect to the Consolidated Account - its holder, to the extent it is necessary to issue the Bonds and perform other activities provided for in these Terms and Conditions. The provision of personal data by a Bondholder who is a natural person or natural persons representing the Bondholder is a condition for the purchase of the Bonds and each Bondholder is obliged to provide such data or otherwise his declaration of acceptance of a proposal to purchase the Bonds or a subscription order for the Bonds will be rejected.
- 10.2 The controller of personal data of a Bondholder who is a natural person or natural persons representing the Bondholder will be the Issuer. The Data Protection Inspector appointed by the Issuer may be contacted (i) in writing at ul. ~~Taśmowa 7~~ [Wynalazek 1](#), 02-677 Warszawa (with a note “Personal Data”), or (ii) by e-mail at the following address: iod@pomocplay.pl.
- 10.3 The legal basis for the processing of personal data of the Bondholders who are natural persons or natural persons representing the Bondholders by the Issuer is Art. 6.(1)(b) and (c) of the GDPR (or any other legislation replacing it), i.e. personal data will be processed in order to execute and perform the agreement – the legal relationship between the Issuer and the Bondholder resulting from the purchase of the Bonds and in order for the Issuer to fulfil its legal obligations under tax laws and regulations governing the issue of bonds, bond issuers’ obligations, and trading in securities (including, without limitation, the relevant provisions of the Act on Bonds and the Trading Act.
- 10.4 In performance of the disclosure requirements under the GDPR, in connection with the personal data transferred to the Issuer by the Bondholders, the Issuer hereby reports that it will process the data of each Bondholder who is a natural person or natural persons representing the Bondholder to the extent necessary to perform the rights and obligations of the Issuer and other entities involved in the issue of the Bonds, in connection with the issue of the Bonds, and pursuant to applicable laws and Regulations, including those relating to tax obligations, rules of the issue of bonds and rules of trading in securities.
- 10.5 Personal data of a Bondholder who is a natural person or natural persons representing the Bondholder may be disclosed by the Issuer to other recipients, such as in particular the Technical Agent, NDS, WSE, and other entities which will perform the tasks attributed to them in connection with the issue of the Bonds in these Terms and Conditions and applicable provisions of law, including, without limitation, the Act on Bonds and the Trading Act. The above personal data will not be transferred outside the European Economic Area. Based on the personal data received, the Issuer will not make any automated decisions, including decisions resulting from profiling.
- 10.6 Personal data of a Bondholder who is a natural person or natural persons representing the Bondholder will be processed by the Issuer for the period necessary to achieve the processing objectives specified in Subsection 10.3.
- 10.7 Each of the Bondholders who is a natural person and each of the natural persons representing the Bondholders will have the right, on the principles set out in the GDPR, (i) to demand access to their data, as well as to demand their rectification, limitation of their processing or

their removal or transfer; and (ii) to file a complaint with the supervisory authority, which in the Republic of Poland is the President of the Personal Data Protection Office, if it is determined that the processing of personal data violates the provisions of the GDPR.

11. LISTING OF BONDS

The Issuer will apply for the introduction of the Bonds to trading in the WSE MTF. The Issuer will make every effort to ensure that the Bonds are introduced to trading in the WSE MTF within 120 Business Days of the Issue Date of the Bonds.

12. TRANSFER OF RIGHTS FROM BONDS

- 12.1 The Bonds will be registered in the deposit referred to in Article 8.2 of the Act on Bonds.
- 12.2 Where the Bonds are recorded in Securities Accounts, the Bondholders holding Securities Accounts will be entitled to the Bonds.
- 12.3 If the Bonds are recorded in Consolidated Accounts, the persons designated to the entity maintaining the Consolidated Account by the holder of such Consolidated Account as the persons entitled under the Bonds recorded in such Consolidated Account will be entitled to the Bonds.
- 12.4 The rights attached to the Bonds will be transferred in accordance with the provisions of the Trading Act concerning rights attached to dematerialized securities, the Act on Bonds and applicable Regulations.
- 12.5 Bonds redeemed on the Redemption Date or on the Early Redemption Date will be redeemed in accordance with applicable Regulations.

13. FUNCTION OF TECHNICAL, CALCULATION AND DOCUMENTARY AGENT

- 13.1 In matters related to the Bonds, the Technical Agent, Calculation Agent, and Documentary Agent acts only as a proxy of the Issuer and will not be liable to the Bondholders with respect to the payment of the Amounts Due by the Issuer or for any other obligations of the Issuer arising from the Bonds. The Technical Agent, Calculation Agent, and Documentary Agent will not act as a representative bank within the meaning of Article 79 of the Act on Bonds.
- 13.2 The Technical Agent is obliged to act as an intermediary in contacts between the Issuer and the Bondholders.
- 13.3 The Technical Agent, Calculation Agent, and Documentary Agent will not be liable for any loss or damage suffered by the Bondholders in connection with the purchase of the Bonds.
- 13.4 The Technical Agent, Calculation Agent, and Documentary Agent, as part of its activities, cooperates with the Issuer with respect to various services and has information which may be material in the context of the Issuer's financial standing and its ability to perform the obligations arising from the Bonds, however, it is not authorised to make such information available to the Bondholders unless the Issuer expressly indicates the documents and information to be provided to the Bondholders in connection with the Bonds and the performance

of the function of Technical Agent, Calculation Agent, and Documentary Agent. The performance by the Technical Agent, Calculation Agent, and Documentary Agent of certain activities and functions in connection with the Bonds does not prevent it and its subsidiaries or affiliates from providing the Issuer with other services, advising the Issuer, holding the Bonds or cooperating with the Issuer in any other manner or scope.

14. NOTICES

- 14.1 Unless otherwise provided in applicable Regulations or these Terms and Conditions, all notices from the Issuer to the Bondholders will be made by way of publication on the Website unless they have been made public in the form of a current report published in accordance with the requirements of the MAR Regulation, the Offering Act, the Detailed Rules, other relevant Regulations and other applicable laws.
- 14.2 Documents, information and announcements published on the Issuer's Website in compliance with the provisions of the Act on Bonds will be submitted by the Issuer to the Documentary Agent in printed form.
- 14.3 All notices addressed to the Issuer or the Technical Agent will be deemed to have been served if sent by registered mail or courier service to the address of the Designated Office of a given entity and if the sender of such notice receives confirmation of its receipt.

15. DESIGNATED OFFICE

15.1 The designated office

- (a) of the Issuer is located in Warsaw, at ul. ~~Taśmowa 7~~[Wynalazek 1](#), 02-677 Warsaw;
- (b) of the Technical Agent is located, at al. Jana Pawła II 17, 00-854 Warszawa, Santander Bank Polska S.A. – Departament Rynków Kredytowych
- (c) of the Documentary Agent - at ul. Puławska 15, 02-515 Warsaw, Powszechna Kasa Oszczędności Bank Polski S.A.

(“Designated Office”).

15.2 The Bondholders will be informed about the change of the Designated Office address of the Issuer or the Technical Agent in accordance with Section 14 (*Notices*) 5 Business Days in advance.

16. BONDHOLDERS MEETING

16.1 A Bondholders Meeting is appointed for a given series of Bonds.

**SCHEDULE:1
SUPPLEMENT**

This document is a supplement to the Terms and Conditions of Bonds dated December 4, 2019, issued by P4 sp. z o.o. with its registered office in Warsaw (the “**Terms and Conditions**”) under a bond issue program up to a maximum amount of 2,000,000,000 (in words: two billion) zlotys (the “**Program**”).

The Terms and Conditions together with the Supplement form the uniform terms and conditions of the Bond issue.

Capitalized terms not defined in this Supplement will have the meaning given to them in the Terms and Conditions.

DETAILED TERMS AND CONDITIONS

1.	Series	A
2.	Legal basis for the issue:	Bonds are issued pursuant to the procedure specified in Article 33.1 of the Act on Bonds, based on a resolution of the Issuer’s Management Board No 2019/270 dated 4 December 2019 and a resolution of the Issuer’s sole shareholder No 2019/94 dated 4 December 2019.
3.	Issue Agent within the meaning of Article 7a of the Trading Act	Santander Bank Polska S.A. – Santander Biuro Maklerskie
4.	The maximum number of Bonds offered for acquisition under these Terms and Conditions/Number of Bonds issued:	1,500 <u>750,000</u>
5.	Issue Date:	13 December 2019
6.	Redemption Date:	11 December 2026
7.	Maximum total nominal value of the Bonds:	PLN 750,000,000.00
8.	Nominal value of one Bond	PLN 500,000.00 <u>1,000.00</u>

[English Language Translation]

9.	Issue price of one Bond	PLN 500,000.00 <u>1.000.00</u>		
10.	Interest:	Variable		
111.	Base Rate:	WIBOR (Warsaw Interbank Offered Rate) for six-month PLN deposits, published on the "WIBO" website by Thomson Reuters or its successor, at or about 11:00 a.m. CET (or any other time at which the fixing is made on a given day in accordance with WIBOR rate setting regulations) three Business Days before the day starting an Interest Period		
12.	Interest Margin:	<p>If the Leverage Ratio at the end of the last Financial Half-Year for which the financial statements were provided in accordance with Section 9.1 of the Terms and Conditions, preceding the Interest Record Date, is lower or equal to 3.5:1: 175 bps;</p> <p>If the Leverage Ratio at the end of the last Financial Half-Year for which the financial statements were provided in accordance with Section 9.1 of the Terms and Conditions, preceding the Interest Record Date, is higher than 3.5:1 but lower than or equal to 4.0:1: 175 bps + 25 bps;</p> <p>If the Leverage Ratio at the end of the last Financial Half-Year for which the financial statements were provided in accordance with Section 9.1 of the Terms and Conditions, preceding the Interest Record Date, is higher than 4.0:1: 175 bps + 75 bps;</p>		
13.	Additional Interest Margin:	200 bps		
14.	Term of deposits referred to in Subsection 3.6(e) of the Terms and Conditions	6 months		
15.	Purpose of the issue:	Undefined		
16.	Premium:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Early Redemption Date since</td> <td style="width: 50%; text-align: center;">Premium</td> </tr> </table>	Early Redemption Date since	Premium
Early Redemption Date since	Premium			

[English Language Translation]

		Issue Date	
		up to 1 year <u>(inclusive)</u>	3.00 <u>3.00</u> %
		from 1 year to 2 year <u>(inclusive)</u>	1.50 <u>1.50</u> %
		from 2 year to 3 year <u>(inclusive)</u>	0.75 <u>0.75</u> %
		from 3 year to Redemption Date	0.00 <u>0.00</u> %

Warsaw, December 4, 2019

INTEREST PERIODS

Interest Period	First day of Interest Period	Interest Payment Day
1.	12 December 2019	13 June 2020
2.	13 June 2020	13 December 2020
3.	13 December 2020	13 June 2021
4.	13 June 2021	13 December 2021
5.	13 December 2021	13 June 2022
6.	13 June 2022	13 December 2022
7.	13 December 2022	13 June 2023
8.	13 June 2023	13 December 2023
9.	13 December 2023	13 June 2024
10.	13 June 2024	13 December 2024
11.	13 December 2024	13 June 2025
12.	13 June 2025	13 December 2025
13.	13 December 2025	13 June 2026
14.	13 June 2026	11 December 2026

Warsaw, December 4, 2019

SCHEDULE:2
RULES AND REGULATIONS OF THE BONDHOLDERS MEETING

20. GENERAL PROVISIONS

- (a) These Rules and Regulations of the Bondholders Meeting will apply to bondholders' meetings convened in connection with series A bonds issued by P4 sp. z o.o. ("**Issuer**") as part of the Program, on the basis of a resolution of the Issuer's Management Board No 2019/270 dated 4 December 2019 and a resolution of the Issuer's General Meeting of ~~Shareholder~~Shareholders No 2019/94 dated 4 December 2019 ("**Bonds**") ("**Bondholders Meeting**").
- (b) Capitalized terms not defined in these Rules and Regulations of the Bondholders Meeting will have the meaning given to them in the terms and conditions of bonds of a given series of Bonds ("**Terms and Conditions**").

2. CONVENING A BONDHOLDERS MEETING

- (a) Bondholders Meeting will be convened by the Issuer on its own initiative or at the request of a Bondholder or Bondholders holding Bonds whose aggregate nominal value corresponds to at least 10% of the total nominal value of a given series of Bonds on the Issue Date (subject to Subsection (f) below), excluding Bonds held by the entities which are members of the Issuer's capital group in the meaning of Article 3.1(44) of the Accounting Act and the redeemed Bonds ("**Adjusted Total Nominal Value of the Bonds**"). The request for convening a Bondholders Meeting should be submitted by the Bondholder or Bondholders to the Issuer and the Technical Agent in writing to the address of the Designated Office or by e-mail to the Issuer's address: obligacje@play.pl, and the Technical Agent's address: obligacje@santander.pl, along with a justification and proposed agenda.
- (b) Bondholders Meetings will be convened by an announcement indicating the date, time, place and agenda of the Bondholders Meeting, as well as the place where Certificates of Deposit should be submitted. The announcement may also contain other information necessary for the Bondholders to decide to participate in the Bondholders Meeting.
- (c) The Bondholders Meeting will be convened by way of an announcement on convening the Bondholders Meeting published on the Website at least 21 days before its planned date.
- (d) The Bondholders Meeting may adopt resolutions even though it has not been formally convened if the entire Adjusted Total Nominal Value of the Bonds is represented at the Bondholders Meeting and none of the persons present objects to holding the Bondholders Meeting or placing particular items on the agenda.

- (e) If any Bondholder declares his intention to participate in the Bondholders Meeting and demands that the Issuer should determine a period during which other Bondholders may declare their intention to participate in the Bondholders Meeting in connection with the occurrence of an Early Redemption Basis, the Issuer will notify all Bondholders of such demand within 5 Business Days (by posting relevant information on the Website) and will set a period of no less than five and no more than ten Business Days, during which the Bondholders will be entitled to declare their intention to participate in the Bondholders Meeting. The demand for determine the period referred to above as well as the declaration of intention to participate in the Bondholders Meeting shall be submitted to the Issuer and the Technical Agent in writing to the address of the Designated Office or by e-mail to the Issuer's address: obligacje@play.pl, and the Technical Agent's address: obligacje@santander.pl.
- (f) If as a result of the notice to Bondholders referred to above, Bondholders holding Bonds whose aggregate nominal value corresponds to at least 5% of the Adjusted Total Nominal Value of the Bonds declare their intention to participate in the Bondholders Meeting: (i) if the Early Redemption Basis specified in Subsections 7.1.1(e) and 7.1.1(k) of the Terms and Conditions has occurred, the Issuer will be obliged to convene a Bondholders Meeting within 5 Business Days of the last day on which the Bondholders may declare their intention to participate in the Bondholders Meeting pursuant to Subsection (e) above, and (ii) if other Early Redemption Basis mentioned in Subsection 7.1.1 of the Terms and Conditions has occurred and does not cease during the Turnaround Period, the Issuer will be obliged to convene a Bondholders Meeting within 5 Business Days of the later of: (1) the last day on which the Bondholders may declare their intention to participate in the Bondholders Meeting referred to in Subsection (e) above, or (2) the end of the Turnaround Period specified in Subsection 7.1.2(d) of the Terms and Conditions.
- (g) Bondholders Meetings will be held in Warsaw. The exact venue of holding the Bondholders Meeting will be determined by the Issuer in the announcement of convening the Bondholders Meeting.
- (h) Bondholders who at least seven days before the date of the Bondholders Meeting submit Certificates of Deposit to the Issuer with a validity period of no less than 30 days from the date on which the Bondholders Meeting is scheduled to take place, will have the right to participate in the Bondholders Meeting. Certificates of Deposit may not be collected before the end of the Bondholders Meeting. Bonds held by the entities which are members of the Issuer's capital group in the meaning of Article 3.1(44) of the Accounting Act will not carry the right to participate in Bondholders Meetings.
- (i) A List of Bondholders entitled to participate in a Bondholders Meeting (the "**Bondholders' List**") will be made available by the Issuer at its registered office for at least three business days before the start of such Meeting.
- (j) The Bondholders' List will include the name and surname, place of residence or business name and registered office of the Bondholder, as well as the number of Bonds held by the Bondholder and the number of votes to which the Bondholder is entitled.
- (k) Bondholders will have the right to view the Bondholders' List and request a copy of the Bondholders' List against reimbursement of the costs of its preparation or sending the Bondholders' List free of charge by e-mail to the address indicated

by the Bondholder. The Bondholder may also demand a copy of documents concerning the issues included in the agenda. Such copies should be provided not later than 7 days prior to the date of the Bondholders Meeting.

- (l) The person representing the Bondholder at the Bondholders Meeting should demonstrate the authorization to act on behalf of the Bondholder by presenting a valid copy of an excerpt from the commercial register of the National Court Register or another relevant register in which the given Bondholder is entered or information corresponding to an excerpt from the register or another document stating that the person is authorized to act on behalf of the given Bondholder.
- (m) A Bondholder may be represented at a Bondholders Meeting by a proxy. A Bondholder may act as a proxy of another Bondholder. The Bondholder's proxy may also be a pledgee and a usufructuary of the Bonds. A proxy instrument must be in writing to be valid. A member of the Issuer's governing bodies, the Issuer's employee, a member of the governing bodies of an entity controlling the Issuer or an employee of such an entity may not be a Bondholder's proxy. The above rules will apply mutatis mutandis to other representatives.
- (n) Apart from the Bondholders, a member of the Issuer's Management Board also participates in the Bondholders Meeting. Other representatives of the Issuer, ~~the Shareholder,~~ the Technical Agent, Financial Advisers or legal advisers of the Issuer, ~~Shareholder~~ or the Technical Agent and Financial Advisers or legal advisers of the Bondholders may also participate in the Bondholders Meeting.
- (o) The Bondholder's right to participate in Bondholders Meetings includes in particular the right to:
 - (i) vote; and
 - (ii) take the floor,and each Bond carries the right to one vote at the Bondholders Meeting.
- (p) The Technical Agent may perform activities related to convening and holding Bondholders Meetings, as indicated by the Issuer.
- (q) The Issuer will cover justified and documented costs related to convening and holding a Bondholders Meeting, excluding costs related to participation in the Bondholders Meeting of a given Bondholder, a Bondholder's representatives, proxies or advisors.

3. PROCEEDINGS AT BONDHOLDERS MEETING

- (a) The Bondholders Meeting is opened by a member of the Issuer's Management Board or a representative appointed by the Issuer's Management Board.
- (b) After opening the Bondholders Meeting, the Chairperson of the Bondholders Meeting will be elected from among its participants.

- (c) The duties of the Chairperson of the Bondholders Meeting include:
 - (i) checking and signing the attendance list and verifying that the quorum requirement is met;
 - (ii) supervising the efficient and proper course of the proceedings;
 - (iii) giving the floor and supervising the substantive course of discussions during Meetings;
 - (iv) ordering adjournments;
 - (v) ordering and ensuring the proper conduct of voting;
 - (vi) ensuring that all items on the agenda will be dealt with;
 - (vii) counting votes cast (or supervising the counting of votes cast);
 - (viii) signing the attendance list and checking that it has been drawn up correctly;and issuing appropriate orders and instructions for the fulfilment of the duties set out above.
- (d) The Chairperson may be assisted by persons designated by him/her in technical and organisational matters.
- (e) Immediately after the election of the Chairperson, an attendance list will be drawn up to include the name and surname, place of residence or business name and registered office of the Bondholder, as well as the number of Bonds held by the Bondholder and the number of votes to which the Bondholder is entitled. If a Bondholder is represented at the Bondholders Meeting by a proxy, the attendance list will additionally contain the name and surname and place of residence or registered office of the proxy. The attendance list will be signed by the Chairperson and all Bondholders present at the Bondholders Meeting.
- (f) The attendance list will be made available for viewing during the Bondholders Meeting.
- (g) At the request of the Issuer or one or more than one Bondholder holding at least 10% of the nominal value of the Bonds on the Issue Date represented at the Bondholders Meeting, the attendance list should be checked by a committee appointed for this purpose. A request to that effect may be made several times. The committee will consist of three persons. Both the entity or entities requesting to convene the Bondholders Meeting and the Issuer have the right to appoint one member of the committee. The third member of the committee is appointed by the Bondholders present at the Bondholders Meeting by an absolute majority of votes. The attendance list may be supplemented or corrected in the course of the Meeting as a result of a check carried out by the committee.
- (h) After the presentation of the agenda of the Bondholders Meeting, the Chairperson will open the discussion by giving the floor to the participants in the order in which they so requested. Participants may speak only on matters placed on the agenda that are

currently under discussion. Any change by the Chairperson of the order of matters included in the agenda will require the consent of the Bondholders Meeting. Representatives of the Technical Agent and the Issuer may speak outside the order of speakers.

- (i) Each of the Bondholders Meeting's participants may submit questions concerning issues placed on the agenda.
- (j) The Chairperson may order a break in the Bondholders Meeting at the request of the Bondholder(s) or the Issuer. To ordering a break the consent of the Bondholders Meeting will be required. In total, breaks in the Meeting may not last longer than 30 days.
- (k) Minutes of the Bondholders Meeting will be drawn up and signed by the Chairperson and the person drawing up the minutes. Minutes should include a confirmation that the Bondholders Meeting has been duly convened, that it is capable of adopting resolutions, specify resolutions considered by the Bondholders Meeting giving their contents, and each resolution should be accompanied by information on the total number of valid votes, the percentage share of the Bonds from which valid votes were cast in the Adjusted Total Nominal Value of the Bonds, the number of votes "for", "against" and abstaining and the wording of the decisions of the Bondholders Meeting, as well as any objections raised. Attendance list signed by the participants of the Bondholders Meeting should be attached to the minutes. Minutes containing Bondholders Meeting's resolutions changing the provisions of the Terms and Conditions will be drawn up by a notary public.
- (l) The Issuer will publish minutes on the Website within 7 days of the end of the Bondholders Meeting and will make it available on that website for at least 6 months, and after the Bonds are introduced to trading at the WSE MTF for 3 months after the last resolution is adopted by the Bondholders Meeting.
- (m) The originals or certified copies of minutes are kept in the Issuer's book of minutes. Evidence that a Bondholders Meeting has been duly convened as well as proxy instruments granted by the Bondholders will be kept in the book of minutes.
- (n) The book of minutes will be open to the Bondholders and may be made available to the court.
- (o) The Bondholder has the right to demand copies of resolutions certified by the Issuer's Management Board against reimbursement of the costs of their preparation.
- (p) All matters related to convening and holding Bondholders Meetings that are not regulated herein and by mandatory provisions of law will be determined by the Technical Agent in consultation with the Issuer.

4. PASSING RESOLUTIONS

- (a) A Bondholders Meeting will be valid if it is attended by Bondholders representing at least half of the Adjusted Total Nominal Value of the Bonds in a given Series issued pursuant to the Terms and Conditions (a quorum).

[English Language Translation]

- (b) If there is no quorum after 60 minutes from the time specified in the announcement of its convening, the Chairperson may close the Bondholders Meeting without adopting resolutions. Further waiting for the quorum of the Bondholders Meeting requires the unanimous consent of all Bondholders present at the Bondholders Meeting.
- (c) The Issuer's Management Board is obliged to submit a statement on the Adjusted Total Nominal Value of the Bonds to the Bondholders Meeting. Such statement may be submitted by the Issuer's Management Board in writing or read out at the Bondholders Meeting by a member or a representative of the Management Board, and then attached to the minutes of the Bondholders Meeting.
- (d) Bondholders Meetings will adopt resolutions only on matters included in the agenda.
- (e) Voting will take place in writing or electronically.
- (f) Under a written vote procedure, votes will be cast by means of ballot cards allocated by name to the Bondholders present at the Bondholders Meeting. The ballot card will bear the vote number and the inscriptions: "for", "against", "abstaining". Votes on a card will be cast by submitting the card on which the appropriate outcome of voting is checked to the Chairperson or a person designated by the Chairperson. If no voting outcome or more than one voting outcome has been checked on a ballot card, or if anything has been written, changed or modified on the ballot card, the vote will be invalid.
- (g) Invalid votes will not be taken into account in determining voting results but will be taken into account for the purposes of establishing the quorum.
- (h) The results of each vote will be announced by the Chairperson, stating the number of votes cast for, against and abstentions, and invalid votes.
- (i) A resolution of the Bondholders Meeting concerning amendments to the Terms and Conditions, which fall within the scope of the "qualified terms and conditions of bonds" within the meaning of Article 49.1 of the Act on Bonds, will be adopted by a majority of 3/4 of votes, and after the Bonds are introduced to trading at the WSE MTF, the consent of all the Bondholders present at the Bondholders Meeting will be required. An amendment to the Terms and Conditions will also require the Issuer's consent, expressed in the form of a written statement of consent to amending the Terms and Conditions published on the Website. The Issuer is obliged to publish a statement on its consent or lack of consent to an amendment to the Terms and Conditions on the Website within 7 days of the closing of the Bondholders Meeting. Failure to publish such statement means that the Issuer does not consent to an amendment to the Terms and Conditions.
- (j) An absolute majority of the votes of Bondholders present at the Bondholders Meeting will be required for the adoption of a resolution of the Bondholders Meeting concerning matters other than an amendment to qualified provisions of the Terms and Conditions unless the Terms and Conditions or these Rules and Regulations of the Bondholders Meeting expressly provide for a different majority.

[English Language Translation]

- (k) In order to adopt a resolution on the reduction of the nominal value of the Bonds, the consent of all the Bondholders present at the Bondholders Meeting will be required.
- (l) In order to adopt a resolution granting consent to the exercise by Bondholders of their right to demand an Early Redemption of Bonds in a given Series as a result of the occurrence of the Early Redemption Basis specified in Subsection 7.1.1 of the Terms and Conditions, a majority of 2/3 of the votes attributable to the entire Adjusted Total Nominal Value of the Bonds in a given Series will be required.
- (m) A resolution adopted by a duly convened and held Bondholders Meeting will be binding on all Bondholders, including those who did not participate in the Bondholders Meeting or voted against such resolution.

**SCHEDULE:3
FORM OF COMPLIANCE STATEMENT**

COMPLIANCE STATEMENT

From: P4 sp. z o.o. (“**Issuer**”)

To: Bondholders holding Series [●] Bonds of the Issuer

City/town [●]

Date: [●]

Re: Series [●] Bonds issued by the Issuer in accordance with the Terms and Conditions dated [●] (“**Terms and Conditions**”) and the Supplement dated [●]

According to Section 9.2 of the Terms and Conditions of the Bonds, the Issuer’s Management Board hereby notifies the Bondholder of this Compliance Statement including the calculation of the Leverage Ratio and the Interest Cover Ratio (within the meaning of the Terms and Conditions) as at [●], prepared based on the ~~Shareholder’s~~ Issuer’s consolidated financial statements for the Audit Period ended on [●] (“**Audit Date**”).

1. Leverage Ratio

- (a) The Financial Debt as at the Audit Date was [●];
- (b) the aggregate value of free cash and short-term financial instruments equivalent to free cash held by the Group on the Audit Date was [●];
- (c) The Net Financial Debt as at the Audit Date was [●];
- (d) Adjusted EBITDA for the Audit Period was [●];
- (e) therefore, the Leverage Ratio as at the Audit Date was [●];

2. Interest Cover Ratio

- (a) Adjusted EBITDA for the Audit Period was [●];

- (b) Net Financial Burdens for the Audit Period were [●];
- (c) therefore, the Interest Cover Ratio as at the Audit Date was [●];

3. One-off events

[No one-off events were excluded from the calculation of Adjusted EBITDA for the Audit Period.]/[The following one-off events: [●] and income/costs of valuation of cash-settled or equity-settled incentive and retention programs of [●] were excluded from the calculation of Adjusted EBITDA for the Audit Period.]/

4. Material Subsidiary Companies

We hereby confirm that the following companies meet the criteria of a Material Subsidiary Company: [●]

5. Confirmation of Compliance

We hereby confirm that the level of Leverage Ratio and Interest Cover Ratio is consistent with the Terms and Conditions.

All capitalized terms not defined in this Compliance Statement will have the meaning given to them in the Terms and Conditions.

Signature:

First and last name:

Position:

Signature:

First and last name:

Position:

[English Language Translation]

SCHEDULE:4
FORM OF NOTICE OF EVENT OF DEFAULT

NOTICE OF EVENT OF DEFAULT

From: P4 sp. z o.o. (“**Issuer**”)

To: Bondholders holding Series [●] Bonds of the Issuer

City/town [●]

Date: [●]

Re: Series [●] Bonds issued by the Issuer in accordance with the Terms and Conditions dated [●] (“**Terms and Conditions**”) and the Supplement dated [●]The Issuer’s Management Board of the Issuer hereby reports the occurrence of an Event of Default referred to in Section [●]of the Terms and Conditions of Bonds, i.e. [*indication of the default*] on [*date of occurrence of the Event of Default*],

According to the Terms and Conditions of Bonds, each Bondholder has the right to demand the Early Redemption of such Bondholder’s Bonds.

All capitalized terms not defined in this notice will have the meaning given to them in the Terms and Conditions.

Signature:

Signature:

First and last name:

First and last name:

Position:

Position:

SCHEDULE:5
FORM OF NOTICE OF EARLY REDEMPTION BASIS

NOTICE OF EARLY REDEMPTION BASIS

From: P4 sp. z o.o. (“**Issuer**”)

To: Bondholders holding Series [●] Bonds of the Issuer

City/town [●]

Date: [●]

Re: Series [●] Bonds issued by the Issuer in accordance with the Terms and Conditions dated [●] (“**Terms and Conditions**”) and the Supplement dated [●]

The Issuer’s Management Board of the Issuer hereby reports the occurrence of an Early Redemption Basis referred to in Section [●] of the Terms and Conditions of Bonds, i.e. [indication of the event] on [date of occurrence of the Early Redemption Basis].

According to the Terms and Conditions of Bonds, each Bondholder has the right, among other things, to:

- (a) declare an intention to participate in the Bondholders Meeting;
- (b) demand that the Issuer determine the period during which the remaining Bondholders may declare their intention to participate in the Bondholders Meeting;
- (c) demand the Early Redemption of such Bondholder’s Bonds after the Bondholders Meeting has passed a relevant resolution, in accordance with the Terms and Conditions of Bonds.

If [(i) during the Turnaround Period, or (ii) after the Turnaround Period but before the date of the Bondholders Meeting scheduled by the Issuer] / [with respect to Early Redemption Bases specified in Subsections 7.1.1(e) and 7.1.1(k) of the Terms and Conditions] [before the date of the Bondholders Meeting scheduled by the Issuer] the relevant Event of Default ceases to exist (whether or not such it is caused by the Issuer or another Group member, ~~Shareholder~~ or otherwise), Bondholders will not have any rights under the Early Redemption Basis, in particular the right to demand the Early Redemption of Bonds, except for the Additional Interest Margin calculated for the period during which the Early Redemption Basis continued.

[English Language Translation]

All capitalized terms not defined in this notice will have the meaning given to them in the Terms and Conditions.

Signature:

First and last name:

Position:

Signature:

First and last name:

Position:

SCHEDULE:6
FORM OF NOTICE OF CESSATION OF EVENT OF DEFAULT

From: P4 sp. z o.o. (“**Issuer**”)

To: Bondholders holding Series [●] Bonds of the Issuer

City/town: [●]

Date: [●]

Re: Series [●] Bonds issued by the Issuer in accordance with the Terms and Conditions dated [●] (“**Terms and Conditions**”) and the Supplement dated [●]

The Issuer’s Management Board hereby reports that the Event of Default referred to in the Notice of Event of Default dated [●], delivered by the Issuer, has ceased.

In order to remedy the Event of Default, the Issuer has taken the following actions:

(a) [●]

(b) [●]

All capitalized terms not defined in this notice will have the meaning given to them in the Terms and Conditions.

Signature:

First and last name:

Position:

Signature:

First and last name:

Position:

SCHEDULE:7
FORM OF NOTICE OF CESSATION OF EARLY REDEMPTION BASIS

From: P4 sp. z o.o. (“**Issuer**”)

To: Bondholders holding Series [●] Bonds of the Issuer

City/town [●]

Date:

Re: Series [●] Bonds issued by the Issuer in accordance with the Terms and Conditions dated [●] (“**Terms and Conditions**”) and the Supplement dated [●]

The Issuer’s Management Board hereby reports that the Early Redemption Basis referred to in the Notice of Early Redemption Basis dated [●], delivered by the Issuer, has ceased.

In order to remedy the Early Redemption Basis the Issuer has taken the following actions:

- (a) [●],
- (b) [●].

All capitalized terms not defined in this notice will have the meaning given to them in the Terms and Conditions.

Signature:

First and last name:

Position:

Signature:

First and last name:

Position:

[English Language Translation]

Summary report:	
Litera® Change-Pro for Word 10.10.0.103 Document comparison done on 07.01.2021 20:20:07	
Style name: 2 W&C Standard Set	
Intelligent Table Comparison: Active	
Original filename: Project Sapphire - Warunki Emisji Obligacji z Załącznikami ENG.DOCX	
Modified DMS: iw://EMEA_DMS/EMEA/129821004/3	
Changes:	
<u>Add</u>	91
Delete	109
Move From	3
<u>Move To</u>	3
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	206