# TERMS AND CONDITIONS OF USING inPZU WEBSITE



#### **Terms and Conditions**

- § 1.
   1. The Terms and Conditions set out the terms and conditions of using the Website, including the submission of Online Orders related to participation in the Fund via the Website.
- Prior to the conclusion of the Agreement the Client shall read the Terms and Conditions. The conclusion of the Agreement shall be deemed as a Client's declaration that the Client has read the Terms and Conditions and accepts their provisions.
- 3. The Terms and Conditions do not constitute an offer as defined by Article 66 Paragraph 1 of the Civil Code.
- 4. Detailed rules for submitting individual Orders made available on the Website may be described in the instructions or "Questions and Answers" for the User which are available on the Website. The Instructions do not constitute part of the Terms and Conditions.
- 5. The Terms and Conditions specify the manner and conditions of conducting the activity by TFI PZU SA in the area of intermediation in the sale and redemption of Participation Units in Registers opened via the Website, in Registers opened via Distributors and in PPK Accounts, in accordance with Paragraph 47 of the Regulation and subject to Paragraph 3 clause 5 of the Terms and Conditions, as well as the manner and conditions for submitting orders and instructions in electronic form in the case of Participation Units in PPE Registers. **Definitions**

#### § 2.

The following terms used in the Terms and Conditions shall mean: 1) **Transfer Agent** – Pekao Financial Services Sp. z o.o. with its

- registered office in Warsaw at ul. Postępu 21, 02-676 Warsaw, to which the Fund entrusted the fulfilment of its obligations related to keeping the Register of Fund Participants on the basis of the agreement;
- Model Allocation percentage share of each Sub-Fund of the inPZU Fund in the Model Portfolio, used for allocating payments to the Portfolio under the "PZU Model Portfolios" Scheme, as specified in Appendix No. 1;
- 3) CSC organisational unit of the Transfer Agent performing the function of the Customer Service Centre, available from Monday to Friday between 8:00 and 18:00, except for statutory holidays; telephone number 55 640 05 22; e-mail: pzucok@pekao-fs.com.pl;
- 4) Data Identifying the PPK Participant forename(s), surname, address of residence, mailing address, telephone number, e-mail address, Personal Identification Number (PESEL) or date of birth for persons without PESEL, series and ID card number or number of the passport or other document confirming the identity in the case of persons who do not have Polish citizenship;
- 5) PPE Declaration a declaration of joining the PPE-PWE (PPE-PWE Declaration) or a declaration of joining the PPE-GPE (PPE-GPE Declaration), submitted by the User in electronic form, allowing its content to be recorded on a Durable Medium, via the Website;
- 6) **Identity provider** an entity that authenticates customers' data during their registration and issues to them Electronic Identification Means at specified security (trust) levels
- Two-Factor Authentication a method used, in conjunction with a Login or Friendly Login, to gain authorized access to the Service using two factors – Password and SMS Code;
- Distributor an entity that acts as an intermediary in the sale and redemption of the Fund's Participation Units and in accepting other declarations of will related to the participation in the Fund;
- inPZU Fund inPZU Specjalistyczny Fundusz Inwestycyjny Otwarty (inPZU Opened-end Investment Fund or inPZU FIO) managed by the Company, entered into the register of investment funds under the number RFi 1585;
- PZU FIO Parasolowy Fund PZU Fundusz Inwestycyjny Otwarty Parasolowy managed by the Company, entered into the register of investment funds under the number RFi 625;
- PPK inPZU Fund PPK inPZU Specjalistyczny Fundusz Inwestycyjny Otwarty managed by the Company, entered into the register of investment funds under the number RFi 1635;

- 12) Fund or Funds the inPZU Fund, PPK inPZU Fund or PZU FIO Parasolowy Fund; whenever the Terms and Conditions or the Website refer to a Fund, depending on the context, this shall also be understood to mean the Sub-Fund;
- 13) GPE group pension scheme, organised or co-organised by the employer or other entities associating individual professional or employee groups for employees or other entitled persons, under which products in the PZU FIO Parasolowy Fund are offered, such as: employee pension scheme (PPE-GPE), individual retirement account (IKE-GPE), individual retirement security account (IKZE-GPE) and employee savings scheme (PPO-GPE);
- 14) Target group a group of buyers of the Fund's Participation Units, defined by the Company, with whose needs, characteristics or objectives (including objectives related to sustainable development factors, by which are meant environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters) these Participation Units are compatible;
- 15) Password a string of characters used, together with the Login, to obtain authorised access to the Website;
- 16) IKE an individual retirement account maintained for the Participant on the terms set out in the IKZE/IKE Scheme Agreement (IKE-inPZU) or an individual retirement account maintained for the Participant on the terms set out in the PWE Scheme Agreement (IKE-PWE) or an individual retirement account maintained for the Participant on the terms set out in the "Terms and conditions of maintaining an individual retirement account by TFI PZU SA IKE GPE investment funds" (IKE-GPE) or an individual retirement account maintained for the Participant on the terms set out in the "Terms and conditions of maintaining individual retirement accounts by TFI PZU SA investment funds" (IKE-TFI) or an individual pension account, maintained for the Participant under the rules set out in the "Terms and Conditions of the IKZE/IKE Programme inPZU FIO fund for the customers of Distributors";
- 17) IKZE individual retirement security account maintained for the Participant on the terms set out in the IKZE/IKE Scheme Agreement (IKZE-inPZU) or individual retirement security account maintained for the Participant on the terms specified in the PWE Scheme Agreement (IKZE-PWE) or individual retirement security account maintained for the Participant on the terms set out in the "Terms and conditions of maintaining an individual retirement security account by TFI PZU SA IKZE GPE investment funds" (IKZE-GPE) or an individual pension security account, maintained for the Participant under the rules set out in the "Terms and Conditions of the IKZE/IKE Programme inPZU FIO fund for the customers of Distributors";
- Tax information information on the PIT form relating to taxable events (capital gains and losses) which are the basis for determining or assessing the tax liability;
- Participation Unit the Fund Participant's right to participate in the Fund's net assets and in the Sub-Fund's net assets;
- 20) **Retail Client** an entity to which the Service is or is to be provided, which is not a Professional Client;
- 21) Professional Client an entity to which the Service is or is to be provided, who has the experience and knowledge allowing to make right investment decisions and to properly assess the risk associated with these decisions;
- 22) SMS Code a code sent in the form of an SMS text message to a mobile phone number dedicated to operations performed on the Website, allowing for the authorisation of activities specified in the Terms and Conditions performed by the User on the Website; each code can be used once;
- 23) Special Code a code that allows the User to open via the Service: inPZU Register, IKE-inPZU Register, IKZE-inPZU Register or PZU FIO Parasolowy Register as part of a promotion under the terms and conditions of a given promotion, or a code allowing to identify inPZU Register, IKE-inPZU Register, IKZE-inPZU Register or PZU FIO Parasolowy Register opened through the Service;

- 24) Login an individual identifier of the User or the Website Representative, used to identify the User or the Website Representative and to authorise access to the Website, assigned randomly by the Transfer Agent at the request of the Company;
- 25) Authorised Person a natural person designated by the PPK Participant or the heir of the PPK Participant who, on the terms set out in the PPK Act, will receive the funds accumulated in the PPK Account by the PPK Participant in the event of his/her death (PPK Authorised Person) or a person designated by the Participant to the IKZE Register or IKE Register, who will receive funds from IKZE or IKE, respectively, in the event of his/her death, and the Participant's heir (IKZE/IKE Authorised Person) or the person designated by the Participant to the PPE Register, who will receive funds in the event of his/her death, and the Participant's heir (PPE Authorised Person) or a person designated by the Participant at whose request the Fund will redeem the Participation Units, up to the value of not more than twenty times the average monthly salary, in the event of his/her death, and will pay to that person the amount received from this redemption (Authorised Person as defined by Article 111 of the Act on Funds);
- 26) Friendly Login an alternative identifier of the User or the Website Representative used to identify the User or the Website Representative on the Website and authorise access to the Website, defined by the User or the Website Representative;
- 27) Paybynet an online payment system developed and provided by Krajowa Izba Rozliczeniowa SA whose terms and conditions and detailed description of functionalities are available on the website of KIR SA at
- https://pbn.paybynet.com.pl/img/RegulaminPayBynet.pdf;
  28) Website Representative a natural person designated in writing by the User who is a legal person or an organisational unit that is not a legal person to whom the law grants legal capacity, authorised to individually place Orders and other declarations relating to the management of User's Registers on the terms set out in the Terms and Conditions;
- 29) Employer an entity that concluded a PPK management agreement with the PPK inPZU Fund and subsequently concluded a PPK maintenance agreement with the PPK inPZU Fund on behalf of and for the benefit of the PPK Participant;
- 30) Investment Assistant a product search engine available on the Website operating on the terms set out in Paragraph 7;
- 31) Individual Portfolio a set of Sub-Funds of the inPZU Fund, consisting of one or more Sub-Funds, created independently by the User, opened via the Website or via the Distributor;
- 32) Model Portfolio a set of Sub-Funds of the inPZU Fund together with the Model Allocation, available under the "PZU Model Portfolios" Scheme, opened via the Website;
- 33) PPE employee pension scheme referred to in the Act on Employee Pension Schemes of 20 April 2004 managed by: PZU FIO Parasolowy Fund on the basis of an agreement on making contributions to the investment fund, concluded by the PZU FIO Parasolowy Fund with the Employer, other than PPE-GPE (PPE-TFI) or the PZU FIO Parasolowy Fund on the basis of an agreement on making contributions to the investment fund, concluded by the PZU FIO Parasolowy Fund with the Employer, under the trade name of "Grupowy Plan Emerytalny" [Group Pension Scheme] (PPE-GPE) or the inPZU Fund on the basis of an agreement on making contributions to the investment fund, concluded by the inPZU Fund with the Employer, under the trade name of "Pakiet Wyższa Emerytura" [Higher Pension Package] (PPE -PWE);
- 34) PPK employee capital plan in the PPK inPZU Fund, operated in accordance with the principles set out in the PPK Act;
- 35) PPO employee savings scheme operated by: PZU FIO Parasolowy Fund on the terms set out in the "Terms and Conditions of Participation in the Employee Savings Scheme (PPO)" PPO-TFI) or the inPZU Fund on the terms set out in the PWE Scheme Agreement (PPO-PWE) or the PZU FIO Parasolowy Fund on the terms set out in the "Terms and Conditions of Participation in the GPE Employee Savings Scheme (PPO-GPE)" (PPO-GPE);
- 36) Employer an employer operating PPE-TFI, PPE-GPE or PPE-PWE or an entity that concluded an agreement with TFI PZU SA for operating the PWE Scheme for its employees or other persons;
- 37) "PZU Portfele modelowe" Programme [PZU Model Portfolios Programme] – the "PZU Model Portfolios" investment scheme operated by the inPZU Fund, based on the rules of participation specified in Paragraph 12;
- 38) IKZE/IKE Scheme a scheme operated by the inPZU Fund, which is a scheme within the meaning of the inPZU Fund Statute, based on the rules of participation set out in the IKZE/IKE Scheme Agreement;

- 39) PWE Scheme a scheme operated by the inPZU Fund under the trade name of "Pakiet Wyższa Emerytura" [Higher Pension Package], which is a scheme within the meaning of the inPZU Fund Statute, based on the rules of participation set out in the PWE Scheme Agreement;
- 40) PZU Sejf+ Scheme with Capital Protection a specialized investment program offered within the PZU FIO Parasolowy Fund, based on the participation rules set out in the "Rules of Participation in the PZU Sejf+ Scheme with Capital Protection" or in the "Rules of Participation in the PZU Sejf+ Scheme with Capital Protection distributed via the inPZU Website";
- 41) PPK Account a set of Sub-Registers of the PPK inPZU Fund, separated as part of the Participation, opened on the basis of one PPK Maintenance Agreement concluded on behalf of and for the benefit of the PPK Participant by the Employer;
- 42) Terms and Conditions these "Terms and Conditions of using the inPZU Website" with appendices, constituting the terms and conditions of the provision of electronic services as defined by the Act on the provision of electronic services and the terms and conditions referred to in Paragraph 47 of the Regulation, subject to Paragraph 3 clause 5 of the Terms and Conditions;
- 43) Register Model Portfolio or Individual Portfolio or IKZE Register or IKE Register or PPO Register or PPE Register or PPK Account or PZU Sejf+ Register or PZU FIO Parasolowy Register; whenever the Terms and Conditions or the Website refer to the Register, depending on the context, it shall also mean the Sub-Register in the Sub-Fund;
- 44) IKE Register a set of Sub-Registers separated as part of the Participation, opened for the Participant who concluded the IKE Agreement with the inPZU Fund under the IKZE/IKE Scheme (IKE-inPZU Register), or a set of Sub-Registers separated as part of the Participation, opened for the Participant who concluded the IKE Agreement with the PZU FIO Parasolowy Fund as part of the GPE (IKE-GPE Register) or a set of Sub-Registers separated as part of the Participation, opened for the Participant who concluded the IKE Agreement with the inPZU Fund under the PWE Scheme (IKE-PWE Register), or a set of Sub-Registers separated as part of the Participation, opened for the Participant who on the basis of the "Terms and Conditions of maintaining individual retirement accounts by TFI PZU SA investment funds" concluded the IKE Agreement with the PZU FIO Parasolowy Fund (IKE-TFI Register) or a separate set of Sub-registers opened within participation for a Participant who has concluded an IKE Agreement (IKE Distributor Register) with the inPZU FIO fund under the rules set out in the "Terms and Conditions of the IKZE/IKE Programme in the inPZU FIO fund for the customers of Distributors";
- 45) IKZE Register a set of Sub-Registers separated as part of the Participation, opened for the Participant who concluded the IKZE Agreement with the inPZU Fund under the IKZE/IKE Scheme (IKZE-inPZU Register), or a set of Sub-Registers separated as part of the Participation, opened for the Participant who concluded the IKZE Agreement with the PZU FIO Parasolowy Fund under GPE (IKZE-GPE Register) or a set of Sub-Registers separated as part of the Participation, opened for the Participant who concluded the IKZE Agreement with the inPZU FIO arasolowy Fund under GPE (IKZE-GPE Register) or a set of Sub-Registers separated as part of the Participation, opened for the Participant who concluded the IKZE Agreement with the inPZU Fund as part of the PWE Scheme (IKZE-PWE Register) or a separate set of Sub-registers opened within participation for a Participant who has concluded an IKZE Agreement (IKZE Distributor Register) with the inPZU FIO fund under the rules set out in the "Terms and Conditions of the IKZE/IKE Programme in the inPZU FIO fund for the customers of Distributors";
- 46) inPZU Register a set of Sub-Registers separated as part of the Participation within all Model Portfolios or Individual Portfolios in the inPZU Fund opened via the Website or on the basis of a Written Agreement;
- 47) PPE Register a set of Sub-Registers separated as part of the Participation, opened for the Participant who joined the PPE-TFI (PPE-TFI Register) or a set of Sub-Registers separated as part of the Participation, opened for the Participant who joined the PPE-GPE under the GPE (PPE-GPE Register) or a set of Sub-Registers separated as part of the Participation, opened for the Participant who joined the PPE-PWE (PPE -PWE Register);
- 48) PPO Register a set of Sub-Registers separated as part of the Participation, opened for the Participant who joined the PPO-TFI (PPO-TFI Register) or a set of Sub-Registers separated as part of the Participation, opened for the Participant who joined the PPO-GPE (PPO-GPE Register) or a set of Sub-Registers separated as part of the Participation, opened for the Participant, where the

Participation Units sold under the PWE Scheme Agreement are recorded separately respectively for: Employer's Payments, Employee's Payments or Employee's Individual Payments, which are not recorded in the IKE-PWE Register or in the IKZE-PWE Register (PPO-PWE Register);

- 49) PZU FIO Parasolowy Register a set of Sub-registers separated as part of the Participation, where the Participation Units of the PZU FIO Parasolowy Fund are recorded;
- 50) Sejf+ Register a Sub-Register separated as part of the Participation, opened for the Participant who joined the PZU Sejf+ Scheme with capital protection;
- 51) Registration in the case of a User who is a natural person, the procedure of obtaining access to the Service conducted via the Website, as a result of which the User concludes the Agreement;
- 52) Regulation regulation of the Minister of Finance, Funds and Regional Policy of 18 November 2020 on the manner, mode and conditions of operation of investment fund management companies or a legal act that will replace it;
- 53) Website the website used to provide the Service, operating under the trade name of inPZU, available at www.inpzu.pl;
- 54) mojePZU Website a website available via the moje.pzu.pl website, operating on the terms set out in the "Terms and conditions of the provision of electronic services of the mojePZU Website", available on the moje.pzu.pl website, allowing the use of the services listed in those terms and conditions;
- 55) Sub-Fund a sub-fund of the Fund;
- 56) Lost and Stolen Documents System a system offered by the Polish Bank Association, used in particular to check whether a given identity document has not been cancelled due to its loss or theft;
- 57) Means of electronic identification a tangible or intangible entity containing data identifying a person and used for authentication purposes for an online service (as per Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC)
- 58) TFI PZU SA or Company Towarzystwo Funduszy Inwestycyjnych PZU SA with its registered office in Warsaw, Rondo Ignacego Daszyńskiego 4, 00-843 Warsaw, entered into the Register of Entrepreneurs of the National Court Register by the District Court for the capital city of Warsaw, 13<sup>th</sup> Commercial Division under KRS number 19102;
- 59) Durable Medium any medium which enables to store information contained in it for the required period of time, resulting from the nature of the information and the purpose of its creation and delivery, in the manner that prevents a change of the information or allows the reproduction of the information in the version and form in which it was created or delivered;
- 60) Participation records of data concerning a given Fund Participant separated in the Register of Fund Participants;
- 61) Participant a person for the benefit of whom Participation Units or fractional parts thereof are recorded in the Register;
- 62) PPK Participant a natural person who passed the age of 18, on behalf of and for whom the Employer concluded the PPK Maintenance Agreement;
- 63) Agreement an agreement for the use of the Website, constituting an agreement for the provision of electronic services within the meaning of the Act on the Provision of Electronic Services;
- 64) Additional Agreement an agreement for participation in the "PZU Model Portfolios" Programme within the meaning of the inPZU Fund Statute;
- 65) IKE Agreement an agreement for the maintenance of the individual retirement account offered by the inPZU Fund on the terms set out in the IKZE/IKE Scheme Agreement (IKE-inPZU) or an agreement for the maintenance of the individual IKE PWE retirement account offered by the inPZU Fund on the terms set out in the PWE Scheme Agreement (IKE-PWE) or an agreement for the maintenance of the individual retirement account on the terms set out in the "Terms and conditions of maintaining an individual retirement account by TFI PZU SA IKE GPE investment funds" (IKE-GPE) or an agreement for the maintenance of the individual retirement account on the terms set out in the "Terms and conditions of maintaining individual retirement account by TFI PZU SA investment funds" (IKE-TFI) or an agreement to maintain an individual pension account under the rules set out in the "Terms and Conditions of the IKZE/IKE Programme in the inPZU FIO fund for the customers of Distributors" (IKE Distributor);

- 66) IKZE Agreement an agreement for the maintenance of the individual retirement security account offered by the inPZU Fund on the terms set out in the IKZE/IKE Scheme Agreement (IKZEinPZU) or an agreement for the maintenance of the individual IKZE PWE retirement security account offered by the inPZU Fund on the terms specified in the PWE Scheme Agreement (IKZE-PWE) or an agreement for the maintenance of the individual retirement security account on the terms set out in the "Terms and conditions of maintaining an individual retirement security account by TFI PZU SA IKZE GPE investment funds" (IKZE-GPE) or an agreement to maintain an individual pension security account under the rules set out in the "Terms and Conditions of the IKZE/IKE programme inPZU FIO fund for the customers of Distributors" (IKZE Distributor);
- 67) PPK Maintenance Agreement an agreement for the maintenance of employee capital plan concluded with the PPK inPZU Fund by the Employer acting for and on behalf of PPK Participants employed at the Employer;
- 68) Written Agreement a type of Agreement concluded in writing by a User who is a legal person or an organisational unit that is not a legal person, to which the law grants legal capacity;
- 69) IKZE/IKE Scheme Agreement an agreement for the participation in the IKZE/IKE Scheme concluded with the inPZU Fund on the terms set out in the terms and conditions of the IKZE/IKE Scheme in the inPZU FIO fund;
- 70) PWE Scheme Agreement an agreement for the participation in the PWE Scheme concluded with the inPZU Fund on the terms set out in the terms and conditions of the "Higher Pension Package" Scheme;
- 71) PZU Sejf+ Scheme with Capital Protection Agreement an agreement for participation in the PZU Sejf+ Scheme with Capital Protection, constituting an agreement for a specialized investment program within the meaning of the Statute of the PZU FIO Parasolowy Fund, concluded under the terms specified in the "Rules of Participation in the PZU Sejf+ Scheme with Capital Protection distributed via the inPZU Website."
- 72) Service a service provided by the Company via the Website, consisting in the provision of information related to the participation in the Fund and acceptance of Orders to the extent and on the terms set out in the Terms and Conditions, subject to Paragraph 3 clause 5 of the Terms and Conditions, based on the ICT system provided and maintained by the Transfer Agent;
- 73) Act on Funds the Act on Investment Funds and Management of Alternative Investment Funds of 27 May 2004;
- 74) PPK Act the Act on Employee Capital Plans of 4 October 2018;
   75) Anti-Money Laundering Act the Act of on Counteracting
- Money Laundering and Terrorist Financing of 1 March 2018; 76) Act on the Provision of Electronic Services – the Act on the
- 76) Act on the Provision of Electronic Services the Act on the Provision of Electronic Services of 18 July 2002;
  77) User – a patient percent legal percent or organisational unit.
- 77) User a natural person, legal person or organisational unit without legal personality to whom the law grants legal capacity, who intends to conclude or has concluded an Agreement for the use of the Service, being a service recipient within the meaning of the Act on the Provision of Electronic Services;
- 78) National Node an organisational and technical solution that ensures the operation of the national electronic identification scheme and provides a connection point for accredited electronic identification schemes (Identity Providers). The national node shall enable authentication for the provision of online services using an Means of electronic identification issued by an accredited electronic identification scheme;
- 79) Video Verification the process of verifying the User's identity implemented on the Website, based on the process of biometric verification of the Users' face image and confirmation of the liveness of the verified person, as well as on the analysis of the correctness and consistency of specific data contained in the User's identity document with the data provided on the Website;
- 80) Order declaration of will and knowledge of the User regarding participation in the Fund; it includes both declarations of will resulting in a change in the number of Participation Units in the Register, as well as other instructions, e.g. change of data;
- 81) Written Order a type of Order submitted in writing by a User who is a legal person or an organisational unit that is not a legal person, to which the law grants legal capacity.

Other terms and definitions used in the Terms and Conditions shall have the meaning assigned to them in the Prospectuses and the Statutes of the Funds, and in the case of a product managed by the Fund also in the agreement or terms and conditions of a given product.

#### **General principles**

- § 3.
- The Service may be used only by the Users.
   An individual, a legal person or organisational unit that is not a legal
- person, to which the law grants legal capacity, may become a User. 2a. An individual without full legal capacity can only become a User in
- case of already being a Participant. 3. A User who is a natural person may conclude only one Agreement.
- A User who is a natural person may open only one Participation in the Fund. As part of the Participation, the User may have multiple Registers, with the proviso that he may have only one IKE Register and only one IKZE Register. A User who is a legal person or an organisational unit that is not a legal person, which by law is granted legal capacity, may conclude more than one Agreement and open more than one Participation in the Fund. The User shall receive a separate Login for each Participation and each Agreement.
- 3a. Registers on the Website shall be opened as part of the same Participation.
- 3b. The principle described in clause 3, first and second sentence, and in clause 3a shall not apply to Users for whom, due to the inconsistency of the personal data provided by the User and Data Identifying the PPK Participant received from the Employer or Employers, the Fund cannot clearly determine that it is the same person. In such a case, the User shall conclude more than one Agreement and shall be treated as a different User for each concluded Agreement.
- 4. Only individual Registers shall be opened in the Website. Registers for married couples shall not be opened. The Website shall support Registers for married couples opened through Distributors. Each of the spouses shall receive an individual Login which enables access to the registers of a given User, including the Register for married couples.
- 5. If the inPZU Register, PZU FIO Parasolowy Register or PZU Sejf+ Register is opened and the first Participation Units are purchased via the Website, and in the case of the PPE Register and the PPK Account, the Funds shall sell Participation Units directly through the Website. If the Register is opened and the first Participation Units are purchased through the Distributor, and the Participant subsequently purchases the Participation Units through Orders placed on the Website, the Participation Units shall be sold through TFI PZU SA acting as the Distributor.
- 6. All Registers are available and visible in the Service, unless the Prospectus of a given Fund states that Registers opened through a given Distributor or Registers in a particular product are only visible, while it is not possible to place Orders to them in the Service.
- 7. In order to provide the User who is a natural person with the highest possible protection under the law, TFI PZU SA shall assign to the User the category of a Retail Client.
- 8. The conditions of the provision of the Service by electronic means are contained in particular in clause 2 and in Paragraph 4 and Paragraph 5 clauses 1 and 6 and Paragraph 5a clauses 2 and 5 and Paragraph 5aa clauses 1 and 2-4 and Paragraph 5b clauses 1-3 and Paragraph 5c clauses 1-3 and 5 and Paragraph 5d clause 4 and Paragraph 5e clause 6.
- 8a. The manner and conditions of conducting the Company's activity in the area of intermediation in the sale and redemption of Fund Participation Units, subject to clause 5, are contained in particular in Paragraph 5-5e, Paragraph 6 clause 9, Paragraph 8, Paragraph 9-9a and Paragraph 16-17.
- 9. The use of the Website shall not involve any fees charged to the User. The Company shall charge a fee for managing the Fund described in the Fund's Statute. The purchase of Participation Units in the Registers opened through the Distributor, including as part of the conversion of Participation Units, may involve charging handling fees specified in the table of fees for a given Distributor, available on the in.pzu.pl website.
- 10. The use of the Website within the scope referred to in:
  - Paragraph 9 clause 1 and Paragraph 9a clause 1 does not involve tax obligations for the User,
  - 2) Paragraph 9 clause 2 and Paragraph 9a clause 2 may involve tax obligations referred to in the Prospectus.
- 11. The User and the Website Representative shall bear the costs of using means of distance communication, i.e. the costs of using telecommunications or ICT networks, in accordance with the tariff of its operator
- 12. The list of Funds and Sub-Funds made available in the Service is provided in the Website. Under the PWE Scheme and under the PPE-PWE, only the Sub-Funds available under the PWE Scheme or in the PPE-PWE, respectively, at a given Employer shall be

available. Only the Sub-Funds available in the GPE at a given Employer shall be available under the GPE.

- 13. Only PPK Participants may be Participants of the PPK inPZU Fund. Participation Units of the PPK inPZU Fund may be acquired only for PPK Participants.
- 14. The PPK inPZU Fund shall sell Participation Units of the Sub-Funds only for basic payments, additional payments, welcome payments, additional annual payments referred to in the PPK Act, payments made as part of the Transfer Disbursement or conversion between Sub-Funds, or funds transferred by the liquidator referred to in Article 87 clause 21 of the PPK Act, or for the return by the PPK Participant to the Fund of the funds previously disbursed to the PPK Participant in order to cover the own contribution referred to in Article 98 of the PPK Act.
- 15. The Website may be made available in the English language version. In the event of discrepancies between the Polish and English language version, the Polish version shall prevail.

#### Technical requirements. Service availability § 4.

- 1. The technical requirements of the Website are set out in Appendix 2 to the Terms and Conditions.
- 2. The Website uses cookies, i.e. text files sent by a web server and saved by a web browser on a computer's hard drive or other telecommunications terminal device of the User or the Website Representative and intended for the use of the Website. Cookies may contain the name of the website from which they come, the information on how long they will remain on the device and a unique number.
- 3. The Service shall be available 7 days a week, 24 hours a day, subject to clause 4.
- 4. The Company reserves the right to temporarily suspend the possibility to use the Service:
  - 1) in order to perform maintenance works, after informing the Users in advance on the Website,
  - 2) due to a temporary lack of access to the ICT system provided and maintained by the Transfer Agent for the Company, of which the Users shall be immediately informed on the Website or on the Company's website,
  - 3) if irregularities in the use of the Website are identified, in particular a violation of the security of using the Website, technical failure or circumstances that could cause damage to the Users or the Company; information about suspension of the possibility to use the Service will be available on the Website or on the Company's website.
- 5. In the cases referred to in clause 4 the User may place Orders in the manner provided for in Paragraph 9 clause 12 or in Paragraph 9a clause 7.

#### Registration – general rules

- **§ 5.** 1. The Agreement shall concluded by submitting a Registration instruction via the Website.
- 2-4d. deleted
- 5. If the User is already a Participant and provides personal data or contact details other than those previously registered in the Register, the data may be sent for clarification by the Transfer Agent, which may cause a delay in opening the Register or the requirement to update the data by the User.
- 6. The conclusion of the Agreement and the use of the Service is conditional on the provision of an active mobile telephone number registered in Poland and the provision and confirmation of an electronic mail address (e-mail) and current details of an identity document (identity card, passport or residence card). The number and address provided will be dedicated to the operations performed on the Website. The User agrees to receive SMS text messages and e-mails address and accepts that the mobile telephone number and e-mail address he/she indicates will be used to transmit confidential data, in particular personal data and data constituting professional secrets.
- 6a. Confirmation of the electronic mail address (e-mail) by the User or Proxy to the Website is done by entering a one-time code, sent to the e-mail address indicated on the Website.
- 7. Pursuant to the Regulation, prior to the purchase of Fund Participation Units, in order to assess the suitability of investments in Fund Participation Units, TFI PZU SA shall ask the User to provide information on his knowledge of investing and investment experience (suitability test). The User may refuse to answer the questions contained in the suitability test by submitting

a declaration of refusal to complete the test (opting out of carrying out the suitability assessment). As a result of opting out, TFI PZU SA shall inform the User that it is impossible to assess whether the Participation Units are a suitable investment for the User, which shall not exclude the possibility of concluding the Agreement.

- 7a. TFI PZU SA shall enable the User to complete, prior to the purchase of the Fund's Participation Units, a questionnaire aimed at checking whether the User is in the Target Group of individual Sub-Funds of the Fund selected by the User. The User may refuse to answer the questions contained in the questionnaire by submitting a declaration of refusal to complete the questionnaire (opting out of carrying out the Target Group assessment). As a result of opting out, TFI PZU SA shall inform the User that it is impossible to assess which Sub-Funds are for the User in the target market (i.e. for which Sub-Funds the User is in their Target Group) and which are outside the target market (i.e. for which Sub-Funds the User is not in their Target Group), which shall not exclude the possibility of purchasing the Participation Units.
- 7b. If the answers provided in the questionnaire show that the User is not in the Target Group of the Sub-Fund of the Fund selected by the User (subject to clause 7c), TFI PZU SA shall inform the User that the selected Sub-Fund is outside its target market. In such a case, it shall be up to the User to decide, whether to purchase Participation Units of that Sub-Fund.
- 7c. If the answers provided in the questionnaire show that the Fund's Participation Units do not meet the User's needs, objectives and characteristics (negative Target Group), TFI PZU SA shall inform the User that the Fund is outside its target market. In such a case, it shall be up to the User to decide whether to opt out of purchasing the Participation Units or to complete the questionnaire again.
- 7d. After concluding the Agreement, the User may at any time check on the Website (in the tab: "My Account" / "Data" / "Suitability test and target market assessment" section) which Sub-Funds of the Fund are in his target market (i.e. for which Sub-Funds the User is in their Target Group) and which are outside its target market (i.e. for which Sub-Funds the User is not in their Target Group), in accordance with the current Target Group of Sub-Funds defined by TFI PZU SA.
- 7e. Information provided to the User as to whether individual Sub-Funds are in the User's target market (i.e. for which Sub-Funds the User is in their Target Group) shall not be construed as an individual recommendation to buy or sell Participation Units of a given Sub-Fund. That information is not an investment recommendation and is not provided as part of an investment advice service. That information is not personalised and has been made available in the same manner to all target Users, based on User selection performed for the purposes of product management.
- 7f. The provisions of clauses 7-7e shall not apply to the User submitting the PPE- Declaration, the User submitting an order to change the allocation of accumulated funds or an order to change the allocation of future contributions to the PPE-PWE Register or the PPE-GPE Register and the User who only has a PPK Account.
- 8. deleted
- 9. In the Registration process, the User shall set a Password. The password must consist of a minimum of twelve characters, including at least one uppercase letter, one lowercase letter, one digit and one special character.
- During the Registration process, the User may activate Two-Factor Authentication.
- 10. In the Registration process, the User shall confirm the will to conclude the Agreement and the provided mobile phone number by entering the SMS Code sent to the mobile phone number provided in the Registration process.
- 11. deleted
- 12. The User may create his own User ID used to identify the User on the Website and authorise access to the Website, which can be used as an alternative to the Login (Friendly Login).
- 13. The Agreement shall be concluded upon confirmation of the Registration instruction with the SMS Code in the manner referred to in clause 10.
- 13a-15. deleted
- 16. If the User who has the Register attempts to go through the Registration process again and provides the surname, PESEL number and mobile phone number in the Registration process, he/she will receive a message about the need to verify the possession of the Register on the Website and about logging in with the current Login and Password.

#### Registration by PPK Participant § 5a.

1. deleted

- 2. The Company shall enable the conclusion of the Agreement to all PPK Participants.
- 3. The Fund shall consider the Data Identifying the PPK Participant received from the Employer to be correct data. Submission of the Registration instruction or the use of the Website by the PPK Participant may depend on the need for the PPK Participant to verify the Data Identifying the PPK Participant received from the Employer or on supplementing the missing Data Identifying the PPK Participant. The PPK Participant has the option to independently change these data on the Website. The PPK Participant shall inform the Fund immediately, no later than within 30 days from the date of the occurrence of the change in the Data Identifying the PPK Participant, of such a change.
- 4. A Login is sent to the PPK Participant after the PPK Agreement is concluded in his/her name and on his/her behalf, together with activation instruction. The information is sent after the second payment into PPK is settled on the PPK Account, however the PPK Participant may contact CSC by phone and, after verification of identity by a consultant, order the information containing a description of how to make Registration and Login to be sent before the second payment into PPK is settled on the PPK Account.
- 5. The Agreement shall be concluded by the PPK Participant on the condition that the Employer sends or the PPK Participant provides in the Registration process an active mobile phone number registered in Poland.
- 6. If the Employing Entity has not provided the PPK inPZU Fund with the PPK Participant's e-mail address, the PPK Participant shall provide an e-mail address in the Registration process. The submission of an order to change the telephone number and selected other Orders is available only after providing the e-mail address in the Registration process or through a data change order.
- 7. The provision of Paragraph 5 clause 6 shall apply accordingly.
- 8. The Registration process for the PPK Participant who does not have a Register other than a PPK Account varies depending on the extent of the PPK Participant's identifying data provided to the PPK inPZU Fund by the Employing Entity:
  - 1) if the Employing Entity provided the PPK inPZU Fund with a correct mobile phone number of the PPK Participant:
    - the Registration process takes place via the login page of the Website (option: Activate access),
    - The User provides identifying data: Login or PPK Account number, PESEL or date of birth,
    - The User sets a Password; Paragraph 5 clause 9 shall apply,
    - The User confirms its willingness to conclude the Agreement by entering an SMS Code sent to the mobile phone number provided to the PPK inPZU Fund by the Employing Entity,
    - The User accepts the Terms and Conditions of the Website and makes the declarations required when logging in for the first time.
  - 2) if the Employing Entity has not provided to the PPK inPZU Fund or has provided an incorrect mobile phone number of the PPK Participant:
    - the Registration process takes place via the login page of the Website (option: Activate access),
    - The User provides identifying data: Login or PPK Account number, PESEL or date of birth,
    - The User is asked to enter or update a mobile phone number,
    - The User sets Password; Paragraph 5 clause 9 shall apply,
    - The User chooses how to authorise the activation of access: he/she can activate access via the National Node or order a list of one-time codes via the Website, which the PPK inPZU Fund sends to the PPK Participant's mailing address provided by the Employing Entity,
    - once the User has received the ordered list of one-time codes, he/she can re-enter the Registration process, which takes place via the login page of the Website (option: Activate access),
    - again, the User provides identifying data: Login or PPK Account number, PESEL or date of birth,
    - The User sets a Password; Paragraph 5 clause 9 shall apply,
       The User is asked to provide or update his/her mobile phone number,
    - The User authorise the Password and mobile phone number by entering a code from the one-time code list, if a one-time code list has been ordered,
    - The User confirms its willingness to conclude the Agreement by entering an SMS Code sent to provided or updated mobile phone number,

- The User accepts the Terms and Conditions of the Website and makes the declarations required when logging in for the first time.
- 9. PPK Participant who has not received the information referred to in clause 4, which includes the Login, shall use the option "I do not have a Login or I do not know the account/register number" and contact the CSC. The Login information is sent to the e-mail or mailing address provided to the PPK inPZU Fund by the Employing Entity.
- 10. If the User has not received the SMS Code authorising defined Password, the User uses the option "I have not received the SMS Code" and contacts the CSC, which informs the User of the need to verify the mobile phone number through the Employing Entity, or the User can change the method of authorisation via the National Node or order a list of one-time codes via the Website.
- 11. If the User used all five codes from the list of one-time codes, the Website will inform the User about the need to contact the CSC, where the User shall order another list of one-time codes which will be sent to the mailing address provided to the PPK inPZU Fund by the Employer.
- 12. A User who concluded the Agreement in connection with the possession of another Register, and then became a PPK Participant, shall not be required to re-submit a Registration instruction and may access the PPK Account on the Website using his/her Login and Password.
- 13. In the case when a User who has concluded the Agreement in connection with owning another Register, being at the same time a PPK Participant, tries to go through the Registration process again (option: Activate access) and enters the Login or PPK Account number, PESEL or date of birth, when attempting to authorise a new Password with the SMS Code, he/she receives a message about the necessity of verifying owning of inPZU account and logging in with already existing Login and Password.
- 14. Paragraph 5 clauses 12-13 shall apply accordingly to the process of Registration by the PPK User.

#### Registration in connection with the opening of inPZU Register, PZU FIO Parasolowy Register, PZU Sejf+ Register, IKE Register, IKZE Register or PPO Register or in connection with the submission of a PPE Declaration via the Website § 5aa.

- 1. The Registration instruction shall be also an order to open Participation for Users who are not yet Fund Participants.
- 2. In the Registration process in connection with inPZU Register opening, the User may use the "Investment Assistant" on the terms set out in Paragraph 7.
- 3. In the Registration process, the User shall submit an Order to purchase the first Participation Units of the inPZU Fund or PZU FIO Parasolowy. This rule shall not apply to Registration under the PWE Scheme Agreement (order to conclude that Agreement) or as part of submitting the PPE-PWE Declaration.
- 4. In the Registration process, the User shall provide basic information about the User, including personal data and contact details of the User, and in the case of opening the inPZU Register, PZU FIO Parasolowy Register, PZU Sejf+ Register, the IKE Register, the IKZE Register or the PPO Register, the information as part of the financial security measures applied by the Fund and TFI PZU SA pursuant to the Anti-Money Laundering Act and details of the User's bank account. If the User chooses Video Verification in the identity verification process in accordance with Paragraph 6 clause 1b item 1 letter a , the User shall provide details of the bank account from which the first payment for the purchase of Participation Units is to be made, in accordance with Paragraph 6 clause 2.
- 5. In the Registration process, via the Website, the User may open an Individual Portfolio or a Model Portfolio, PZU FIO Parasolowy Register or conclude a PZU Sejf+ Scheme with Capital Protection Agreement in electronic form on the conditions described in the Rules of Participation in the PZU Seif+ Scheme with Capital Protection, distributed via the inPZU website, conclude the IKZE/IKE Scheme Agreement in electronic form, on the conditions described in the IKZE/IKE Scheme Agreement, conclude the PWE Scheme Agreement in electronic form, on the conditions described in the PWE Scheme Agreement, submit the PPE-PWE Declaration, conclude an IKE-GPE Agreement or IKZE-GPE Agreement or PPO-GPE Agreement in electronic form, under the terms and conditions described in those agreements, or submit an PPE-GPE Declaration, provided that the User's Employer has entered into an agreement with TFI PZU SA that allows concluding these agreements or submitting an PPE-GPE Declaration in such form.

- 6. The User may conclude the PWE Scheme Agreement or submit the PPE-PWE Declaration only through the link to the Website received from his Employer. The User may conclude an IKE-GPE Agreement or IKZE-GPE Agreement or PPO-GPE Agreement or submit an PPE-GPE Declaration only through the link to the Service received from his or her Employer, provided that the Employer has entered into an agreement with TFI PZU SA that allows concluding these agreements or submitting an PPE-GPE Declaration in such form.
- 7. The PPE-PWE or the PWE Scheme may be joined only if the Employer confirms the User's right to join the PPE-PWE or the PWE Scheme, respectively. Joining the PPE-GPE or concluding: IKE-GPE Agreement or IKZE-GPE Agreement or PPO-GPE Agreement may be concluded only on the condition that the Employer confirms the User's entitlement to join GPE, provided that the Employer has entered into an agreement with TFI PZU SA that allows concluding these agreements or submitting an PPE-GPE Declaration in such form.
- 8. In the case of concluding the IKZE/IKE Scheme Agreement or the PWE Scheme Agreement or IKE-GPE Agreement or IKZE-GPE Agreement during the Registration process, or in the case of submitting the PPE Declaration, the User shall also provide the information and submit declarations referred to in the IKZE/IKE Scheme Agreement, the PWE Scheme Agreement, IKE-GPE Agreement or IKZE-GPE Agreement or in the agreement on making contributions to the investment fund, respectively, concluded by the Fund with the Employer, under the PPE.
- 8a. When concluding a PZU Sejf+ Scheme with Capital Protection Agreement during the Registration process, the User also provides bank account number designated for the payment of compensation in the event of a financial loss, on the conditions described in the Rules of Participation in the PZU Sejf+ Scheme with Capital Protection, distributed via the inPZU website
- 9. The User shall confirm the will to conclude the IKZE/IKE Scheme Agreement or the PZU Sejf+ Scheme with Capital Protection Agreement or the PWE Scheme Agreement or IKE-GPE Agreement or IKZE-GPE Agreement or PPO-GPE Agreement or to submit the PPE Declaration by entering the SMS Code sent to the mobile phone number provided in the Registration process.
- 10. The User shall receive at the e-mail address provided in the Registration process the information that the IKZE Agreement or the IKE Agreement was made available on the Website, and the confirmations of the conclusion of the IKZE Agreement or the confirmations of the conclusion of the IKE Agreement. IKE Agreement or IKZE Agreement and the above mentioned confirmations shall be available on the Website in the "My Account" tab, section "Agreements and IKZE/IKE forms".
- 11. Prior to the purchase of Participation Units, TFI PZU SA shall provide the User via the Website with:
  - 1) information on TFI PZU SA and services provided by the Company in the area of intermediation in accepting and transferring declarations of will related to participation in investment funds managed by TFI PZU SA, in accordance with the Regulation, subject to Paragraph 3 clause 5 and Paragraph 9 clause 2i of the Terms and Conditions.
- 2) Document containing key information for Sub-Funds. 12. The Company shall provide the Login by sending it to the mobile phone number and e-mail address provided in the Registration process or the mailing address provided in the PPE Declaration. The login cannot be changed.
- 13. The User shall become a Participant after purchasing the Participation Units. Until the User's identity is confirmed in the manner specified in Paragraph 6 clause 1b, the User may use the Website only to the extent specified in Paragraph 9 clause 1 Table 1 rows 2, 3, 6, 10 and 11 and clause 2 Table 2 row 2 and Table 3 row 1.
- 14. Failure to confirm the User's identity in the manner specified in Paragraph 6 clause 1b within 90 days from the date of submitting the Registration instruction on the Website shall result in termination of the Agreement, unless the User has an open PPK Account or PPE Register.

#### Conclusion of the Agreement by a legal person or an organisational unit that is not a legal person, which by law is granted legal capacity

#### § 5b.

- 1. The Written Agreement shall be concluded directly with the Company or via the Distributor, on the form provided by the Company or the Distributor.
- 2. In the Written Agreement, the User place an Order to purchase the first Participation Units of the Fund. The provision of Paragraph 5aa clause 4 shall apply accordingly. Paragraph 5 clause 5, clause 7

(except for Professional Clients), clauses 7a-7e and Paragraph 5aa clause 11 and clause 13 first sentence shall apply to the conclusion of the Written Agreement.

- 3. When concluding the Written Agreement, a User who is a legal person or an organisational unit that is not a legal person, which by law is granted legal capacity, shall designate at least one natural person authorised to individually place Orders and make other declarations regarding the management of the User's Register (Website Representative).
- 4. The User shall designate the Website Representative in the Written Agreement or in a Written Order. The power of attorney shall not entitle to grant further powers of attorney. The Company shall not accept joint powers of attorney. Each Website Representative shall have his own Login and set his own Password. The provision of Paragraph 5 clause 6 shall apply accordingly. The Website Representative shall not be authorised to place Written Orders, unless the Website Representative has been additionally appointed by the User to be a representative for the Sub-Register within the meaning of the Fund's Statute.
- 5. The Company shall provide the Login by sending it to the e-mail address of the Website Representative provided in the Written Agreement or in the Written Order or to the Website Representative to the User's mailing address. The login cannot be changed. The provision of Paragraph 5 clause 12 shall apply accordingly.
- 6. The Website Representative shall set his own Password. The provision of Paragraph 5 clause 9 shall apply accordingly. The Password set by the Website Representative shall be confirmed with an SMS Code sent to the Website Representative's mobile phone number provided in the Written Agreement or in the Written Order.
- Information resulting from the performance of the Agreement shall be sent to the User's e-mail address. Only SMS Codes used to recover the Password will be sent to the e-mail address of the Website Representative dedicated to operations performed on the Website.
- The User may revoke or change the Website Representative at any time, with the proviso that at least one Website Representative must be designated at any time to use the Website.
- 9. Expiry, revocation or change of the authorisation shall become effective against the Company immediately after such information is received and the Company confirms its receipt. The Company shall not be liable for the actions of the Website Representative taken after the expiry or revocation of the authorisation if the information about the above events, submitted by the User, is not received.
- 10. The Company shall not be liable for consequences of Orders placed by Website Representatives, resulting from different decisions of each of them and in the case of the aggregation of Orders, the Company shall execute them in the order resulting from the general principles.

### Registration by the Participant who opened the Register via the Distributor

#### § 5c.

- 1. A User who is a natural person may gain access via the Website to the Register opened through the Distributor.
- 2. deleted
- 3. The Company shall enable the conclusion of the Agreement to all persons who opened the Register through the Distributor, subject to clause 4 and clause 12. The Prospectus of a given Fund may provide that Registers opened through a given Distributor or Registers in a given product are only visible, while it is not possible to place Orders to them in the Service.
- 4. A natural person opening the Register via a Distributor or a Fund Participant who opened the Register via a Distributor may submit an application to the Distributor for access to the Website, if the Distributor provides such a possibility. The Login shall be sent to the mailing address or e-mail address of the Participant along with the instructions for activating access to the Website.
- 5. The provision of Paragraph 5 clause 6 shall apply accordingly.
- 6. The process of Registration and conclusion of the Agreement by the person who opened the Register through Distributor take place via the login page of the Website (option: Activate access): If a valid mobile phone number is indicated in the User's details:
  - The User provides identifying data: Login or PPK Account number, PESEL or date of birth,
  - 2) The User sets a Password; Paragraph 5 clause 9 shall apply,
  - 3) The User confirms its willingness to conclude the Agreement by entering an SMS Code sent to mobile phone number. The SMS code is sent to the phone number indicated in the Participant's details,

4) The User accepts the Terms and Conditions of the Website and makes the declarations required when logging in for the first time.

If no mobile phone number is provided or the provided in the User's details mobile phone number is incorrect:

- 1) The User provides identifying data: Login or PPK Account number, PESEL or date of birth,
- 2) The User sets a Password; Paragraph 5 clause 9 shall apply,3) The User is asked to provide or update his/her mobile phone
- number, 4) The User chooses how to authorise the activation of access: he/she can activate access via the National Node or order a list of one-time codes via the Website, which the Fund sends to the User's mailing address,
- once the User has received the ordered list of one-time codes, he/she can re-enter the Registration process,
- 6) the User provides identifying data again: Login or PPK Account number, PESEL or date of birth,
- 7) The User sets a Password; Paragraph 5 clause 9 shall apply,
- 8) The User is asked to update his/her mobile phone number,
- The User authorises the Password and mobile phone number by entering a code from the one-time code list, if a one-time code list was ordered,
- The User confirms its willingness to conclude the Agreement by entering an SMS Code sent to the provided or updated mobile phone number,
- 11) The User accepts the Terms and Conditions of the Website and submits the declarations required at the first log in.
- 7. The User who has not received the information referred to in clause 4, which includes the Login, shall use the option "I do not have a Login or I do not know the account/register number" and contact the CSC. The information is sent again to the User's e-mail or mailing address.
- 8. If the User has not received the SMS Code authorising setting of the Password, the User uses the option "I have not received the SMS Code" and contacts the CSC, which informs the User of the need to verify the mobile phone number through Distributor, or the User can change the method of authorisation via the National Node or order a list of one-time codes via the Website.
- 9. If the User used all codes from the list of one-time codes, the Website will inform the User about the need to contact the CSC, where the User shall order another list of one-time codes which will be sent to the mailing address of the User.
- 10. deleted

deleted

- 11. deleted
- 12. A User with active access to the telephone service specified in the "TFI PZU SA Principles of placing orders via telephone" may apply for access to the Website via the CSC. The provisions of clause 6 shall apply accordingly.

#### § 5d.

#### **Registration by a Participant of PPE-TFI or PPE-GPE**

- § 5e. 1. The User may access the PPE-TFI Register or the PPE-GPE Register via the Website.
- 2. A PPE-TFI or PPE-GPE Participant may submit an application to the Employer for access to the Website, if the Employer provides such a possibility. The Login shall be sent to the mailing address or e-mail address of the Participant along with the instructions for activating access to the Website.
- 3. The Agreement shall be concluded by the PPE-TFI or PPE-GPE Participant on the condition that the Employer sends or the Participant provides in the Registration process an active mobile phone number registered in Poland.
- 4. If the Employer has not provided the PPE-TFI or PPE-GPE Participant's e-mail address, the Participant shall provide an e-mail address in the Registration process. An order to change the telephone number and selected other Orders is available only after providing the e-mail address in the Registration process or through a data change order.
- 5. The provision of Paragraph 5 clause 6 shall apply accordingly.
- 6. The Registration process and conclusion of the Agreement by the PPE-TFI or PPE-GPE Participant takes place through the login page of the Website (option: Activate access) and it differs depending on the scope of data provided:
  - 1) if a correct mobile phone number was provided in the PPE-TFI or PPE-GPE Participant's details:

- The User provides identifying data: Login or PPK Account number, PESEL or date of birth,
- The User sets a Password; Paragraph 5 clause 9 shall apply,
- The User confirms its willingness to conclude the Agreement by entering an SMS Code sent to the telephone number provided in the Participant's details,
- The User accepts the Terms and Conditions of the Website and submits declarations required at the first log in.
- if no mobile phone is provided or provided in the PPE-TFI or PPE-GPE Participant's details mobile phone number is incorrect:
  - The User provides identifying data: Login or PPK Account number, PESEL or date of birth,
  - The User is asked to provide or update a mobile phone number,
  - The User sets a Password; Paragraph 5 clause 9 shall apply,
  - The User chooses how to authorise the activation of access: he/she can activate access via the National Node or order a list of one-time codes via the Website, which the Fund sends to User's mailing address,
  - once the User has received the ordered list of one-time codes, he/she can re-enter the Registration process, which takes place via the login page of the Website (option: Activate access),
  - the User provides identifying data again: Login or PPK Account number, PESEL or date of birth,
  - The User sets a Password; Paragraph 5 clause 9 shall apply,
  - The User is asked to provide or update his/her mobile phone number,
  - The User authorises the Password and mobile phone number by entering a code from the one-time code list, if a one-time code list was ordered,
  - The User confirms its willingness to conclude the Agreement by entering an SMS Code sent to the mobile phone number provided,
- The User accepts the Terms and Conditions of the Website and submits the declarations required at the first log in.
- 7. PPE-TFI or PPE-GPE Participant who has not received the information referred to in clause 2, which includes a Login, shall use the option "I do not have a Login or I do not know my account/register number" and contact the CSC. The information shall be sent again to the e-mail address or mailing address provided to the Fund by the Employer.
- 8. If the User has not received the SMS Code authorising the setting of the Password, the User shall use the "I have not received the SMS code" option and contact the CSC which shall inform the User about the need to verify the mobile phone number via the Employer or the User can change the method of authorisation via the National Node or order a list of one-time codes via the Website.
- 9. If the User used all codes from the list of one-time codes, the Website will inform the User about the need to contact the CSC, where the User shall order another list of one-time codes which will be sent to the mailing address, provided to the Fund by the Employer.

#### Payments to the Fund. Disbursement from the Fund. User identity verification.

#### § 6.

- 1. The amount of minimum individual payments for the purchase of Participation Units to the Register of a given type shall be specified in the prospectus of a given Fund or in the agreement or terms and conditions of a given product.
- 1a. Payments to the IKE Register or the IKZE Register may be made in the form of a Transfer Disbursement Acceptance from IKE or IKZE, respectively, kept in another financial institution. If the IKE Register or the IKZE Register were opened by transferring funds from another financial institution, subsequent payments to the IKE Register or the IKZE Register may be made after the Transfer Disbursement Acceptance is settled.
- 1b. Verification of identity of the User:
  - 1) opening the inPZU Register, PZU FIO Parasolowy Register, PZU Sejf+ Register, the IKE-inPZU Register or the IKZE-inPZU Register shall take place through:
    - a. the Video Verification process, in accordance with clauses 1c-1d, and, in the case of a successful Video Verification, by comparing the forename and surname and the number of the bank account from which the first payment of funds for the purchase of Participation Units is to be made, provided by the User in the Registration process, in accordance with clauses 2-3, or
    - b. the Means of electronic identification chosen by the User, available within the National Node, in accordance with clause 1g;

- 2) opening the IKE-PWE Register, the IKZE-PWE Register or the PPO-PWE Register shall take place through:
  - a. the Video Verification process, in accordance with clauses 1c-1d or by TFI PZU SA representative, and by confirming the User's right to join the PWE Scheme by the Employer or
  - b. the Means of electronic identification chosen by the User, available within the National Node, in accordance with clause 1g, and by confirming the User's right to join the PWE Scheme by the Employer;
- 3) submitting the PPE-PWE Declaration shall take place by confirming the User's right to join the PPE-PWE by the Employer;
- 4) opening an IKE-GPE Register, IKZE-GPE Register or PPO-GPE Register, provided that the Employer has entered into an agreement with TFI PZU SA allowing these orders to be placed electronically, is carried out through:
  - a. the process of Video Verification, in accordance with clause 1c-1d, or by a representative of TFI PZU SA and by confirmation by the Employer of the User's entitlement to join the GPE, or.
  - b. the Electronic Identification Means chosen by the User, available within the National Node, in accordance with clause 1g, and by confirmation by the Employer of the User's entitlement to join the GPE;
- 5) submitting the PPE-GPE Declaration is done by the Employer's confirmation of the User's entitlement to join the PPE-GPE, provided that the Employer has entered into an agreement with TFI PZU SA that allows the PPE-GPE Declaration to be placed electronically.
- 1c. The Video Verification process shall consist in:
  - comparison of selected data from the User's identity document (ID card, Polish passport or residence card), read in the Video Verification process, with the data provided by the User in the Registration process or received by the Fund in accordance with Paragraph 5a clause 3,
  - comparison and biometric analysis of the User's face image in the photo taken in the Video Verification process with the face image in the ID document used in the Video Verification process,
  - 3) analysis of the User's liveness, protecting against identity theft, and verification of the consciousness of the person participating in the Video Verification process, consisting in performing a specific task in front of a webcam or camera.
- 1d. The condition for conducting the Video Verification process shall be:1) possession of a valid identity document issued in the territory of the Republic of Poland,
  - 2) conclusion that the identity document is not listed in the Lost and Stolen Documents System,
  - acceptance of declarations related to the processing of biometric data in the Video Verification process, including the face image,
  - 4) access to computer equipment connected to the Internet, mobile phone or other device equipped with a webcam or camera, enabling the Video Verification process and taking photos of an identity document and a face photo,
  - 5) turning on the webcam or camera and expressing consent in the web browser to access these devices,
  - 6) the User's presence during the Video Verification process in a room with lighting enabling proper photo taking and face recognition.
- 1e. In the absence of confirmation of the User's identity in the manner specified in clause 1c, the instruction to open the inPZU Register, PZU FIO Parasolowy Register, PZU Sejf+ Register, the IKE-inPZU Register, the IKZE-inPZU Register, the IKZE-inPZU Register, the IKZE-PWE Register, the IKE-PWE Register or the IKZE-PWE Register, PPO-GPE Register, IKE-GPE Register or IKZE-GPE Register will be rejected. The User's data obtained in the Video Verification process shall be deleted 168 hours after unsuccessful Video Verification. The User shall not receive information about the specific reasons for the lack of identity confirmation. The User shall have the opportunity to learn only about the catalogue of possible reasons for an unsuccessful result by contacting the CSC by phone.
- 1f. In doubtful cases regarding the confirmation of the User's identity in the manner specified in clause 1c, doubts regarding identity verification shall be resolved by a CSC employee. The User shall be notified of a successful or unsuccessful result of the Video Verification, no later than on the next business day, via an SMS and e-mail sent to the mobile phone number and e-mail address provided in the Registration process or received by the Fund in accordance with Paragraph 5a clause 3.

- 1g. The process of confirming the User's identity via the National Node consists of comparing certain data from the User's chosen Means of electronic identification, provided by the Identity Provider, with the data provided by the User during the Registration process or received by the Fund in accordance with paragraph 5a clause 3.
- 2. When in the process of opening the first register, the User chooses the Video Verification referred to clause 1c, additionally in order to the verification of identity in accordance with the Anti-Money Laundering Act, the first payment for the purchase of Participation Units to the inPZU Register, PZU FIO Parasolowy Register, PZU Sejf+ Register, the IKE-inPZU Register or the IKZE-inPZU Register shall be made from the User's bank account maintained by the bank established in the territory of the Republic of Poland whose number and accompanying data regarding the name and surname of the holder are consistent with the User's data provided in the Registration process.
- 3. The User's identification via Video verification method described in clause 1c, shall be made by comparing the forename and surname and the bank account number from which the first payment of funds for the purchase of Participation Units is to be made, provided by the User in the Registration process, with the details of the bank account holder from which the first payment of funds for the purchase of Participation Units was made via the Website.
- 4. In the absence of confirmation of the User's identity in the manner specified in clause 1g or in clause 3, the funds paid for the purchase of Participation Units via the Website shall be immediately returned to the bank account from which the payment was made. The return described above shall take place immediately after the completion of the unsuccessful verification of the data indicated in clause 1g or in clause 3, however not later than within 7 business days, except for situations where the timely return cannot be made for reasons beyond the control of the Fund or the Company.
- 4a. Restrictions specified in clause 1b-4 shall not apply to the User who is a legal person or an organisational unit that is not a legal person, to which the law grants legal capacity.
- 4b. Restrictions specified in clause 1b-4 shall not apply to the User who opened the Register via the Distributor and whose identity was confirmed by the Distributor.
- 5. After confirming the User's identity in the manner specified in clause 3, subsequent payments for the purchase of Participation Units to the inPZU Register, PZU FIO Parasolowy Register, PZU Sejf+ Register, the IKE Register or the IKZE Register may be made from bank accounts other than the account referred to in clause 2.
- 6. After confirming the User's identity in the manner specified in clause 3, the User may make subsequent payments for the purchase of Participation Units to the inPZU Register, PZU FIO Parasolowy Register, PZU Sejf+ Register, the IKE-inPZU Register or the IKZEinPZU Register on any dates chosen by the User.
- 7. For selected Registers, the User may make transfers for the purchase of Participation Units on the Website via the Paybynet service in accordance with the rules applicable to this service.
- 7a. If the User submits the orders referred to in § 9. section 2 Table 3 lines 1 and 2 for the Register PZU FIO Parasolowy or PZU Sejf+ Register simultaneously for more than one Sub-Fund, the payment is made for each of the Sub-Funds separately.
- 8. A transfer made outside the Website (other than via the Paybynet service) for the purchase of Participation Units, directed to the Order placed via the Website, shall require the provision of a description consistent with the description provided on the Website. If the amount of the payment is different from the one declared in the Order, the Order shall be executed for the amount consistent with the amount of the payment, provided that it meets the minimum for the purchase of Participation Units referred to in clause 1.
- 9. When selling, redeeming and converting O-category Participation Units within the inPZU Register and within PPK Accounts, R-category Participation Units within the IKE-inPZU Register or the IKZE-inPZU Register and R and D categories within the IKE-PWE Register or the IKZE-PWE, S and W category Participation Units within the PPE-PWE Register, as well as A1 category Participation Units within PZU FIO Parasolowy Register, PZU Sejf+ Register opened via Website, no handling fees shall be charged. Handling fees may be charged for the sale, conversion and redemption of Participation Units available on the Website under other Registers.
- 10. In the case of a User who is a natural person, the default bank account for the disbursement of funds for the redemption of Participation Units from the inPZU Register, PZU FIO Parasolowy Register and PZU Sejf+ Register, the IKE-inPZU Register and the IKZE-inPZU Register shall be the bank account indicated in the registration process, unless the User specified in the Data Change Order a different bank account as the default account for

disbursement of funds. In the case of other Registers, if a default bank account was not specified, the User shall select a bank account from among the defined accounts when placing an Order.

- 10a. In the case of a User who is a legal person or an organisational unit not being a legal person with legal capacity granted by the law, funds for the redemption of Participation Units from the inPZU Register, the PZU FIO Parasolowy Register or the PZU Sejf+ Register shall be paid to the account specified by the User in the Written Agreement or in the Written Order.
- 10b. For the disbursement of funds from the redemption of Participation Units from the Register the User may specify on the Website only a bank account maintained by a bank with its registered office in the territory of the Republic of Poland. The bank account shall be maintained in the currency consistent with the currency of the relevant Sub-Fund. The Participant shall be responsible for the selection of a bank account in the correct currency.
- 10c. deleted
- 10d. In the case of a User who did not make the payment referred to in clause 2, and who concluded the PWE Scheme Agreement or submitted the PPE-PWE Declaration, the default bank account for the disbursement of funds for the redemption of Participation Units shall be the bank account specified in the Registration process or designated in the PPE-PWE Declaration, unless the User specified in the data change Order another default bank account for the disbursement of funds.
- 10e. The User may confirm, via the Website, the bank account number for the payment of funds from redemption of Participation Units from the inPZU Register, PZU FIO Parasolowy Register, IKE Register, IKZE Register, PPE Register, PPO Register, PZU Sejf+ Register and PPK Account.
- 10f. Confirmation of the bank account number by the User takes place via the National Node or by entering a one-time code, sent to the User's e-mail address.
- 10g. Lack of confirmation of the bank account number in accordance with clause 10f shall result in the lack of possibility to submit the orders referred to in Paragraph 9 clause Table 2 lines 8-10 and Table 3 lines 7-10 regarding the redemption of Participation Units.
- 11. The amount transferred to the Participant's bank account in connection with the redemption may be reduced by income tax which, in accordance with the law, shall be charged by the Fund as a tax remitter, where tax legislation provides for an obligation of the Fund as tax remitter to withhold tax, and in the case of PPK, PPE, IKZE and IKE, it may also be reduced by other public law charges referred to in the relevant provisions and in the agreements concerning those products.

#### "Investment Assistant"

- § 7. 1. The purpose of the "Investment Assistant" is to present to the User the offer of the inPZU Fund's Sub-Funds by searching for Model Portfolios under the "PZU Model Portfolios" Scheme that match the selection criterion defined by the User (product search). "The Investment Assistant is not a form of investment advice and the result presented is not the result of an assessment of the individual financial situation, knowledge or experience of the User, and it is indicative only. "Investment Assistant" is not an appropriateness questionnaire or a suitability questionnaire, nor is it a determination of the end client's target market for funds and investment schemes managed by TFI PZU SA. It may not be treated as an individual, personalised recommendation to buy financial instruments, may not constitute a basis for making decisions to buy, redeem or convert Participation Units and does not release the addressee from the requirement to perform own assessment.
- 2. The principles of the operation of the "Investment Assistant" are the same for the User during Registration or for the User logged in or not logged in to the Website.
- 3. TFI PZU SA shall not be liable for investment decisions of the User based on the information obtained as a result of using the "Investment Assistant" or other resources of the Website.

#### User identification

§ 8. 1. Identification of the User or the Website Representative using the Website shall consist in entering the Login or the Friendly Login and the Password or, in the case of a User or Proxy with Two-Factor Authentication activated, on entering the Login or Friendly Login and Password and SMS Code when logging in to the Website or, in case of User, on the use of the selected Mean of electronic identification available in the National Node.

- 2. Access to the Website shall be blocked automatically after three unsuccessful login attempts using the Login or Friendly Login and Password or Password and SMS Code. The User or the Website Representative may unblock access to the Website by using the "I forgot login or password" button and changing the Password, in accordance with clause 3.
- 3. The User or the Website Representative may change their Password at any time via the Website. The User may change his Friendly Login at any time via the Website. The User or Service Proxy may activate or deactivate Two-Factor Authentication through the Service at any time.
- 4. The User or the Website Representative may change the mobile phone number and e-mail address via the Website on the following terms:
  - 1) a change of the mobile phone number shall confirmed by the User or the Website Representative with a one-time password sent to his/her e-mail address, dedicated to operations performed on the Website,
  - 2) a change of the e-mail address shall be confirmed by the User or

the Website Representative with an SMS Code sent to his/her mobile phone number, dedicated to operations performed on the Website.

- 5. For security purposes, the mobile phone number and e-mail address may not be changed at the same time.
- 6. An Order placed with a correct Login or a Friendly Login and Password or using the selected Means of electronic identification available at the National Node and confirmed with an SMS Code shall be treated as placed by the User or the Website Representative.
- 7. Pursuant to the Anti-Money Laundering Act, the Fund shall have the right to request documents confirming the authenticity of personal data from the User or the Website Representative.

#### Scope of services provided by electronic means. Placing Orders in the inPZU Fund and the PZU FIO Parasolowy Fund § 9.

1. The Website enables the User to access the following information and functionalities as presented in the table (Table 1) below:

#### Table 1

			vestn und a							Pensi	ion pr	oduct					
			produ		I	KE/IKZ	ZE	PPE,	/PPO		P١	VE			G	PE	
		Rejestr in PZU	Rejestr PZU FIO Parasolowy	Rejestr Sejf+	Rejestr IKE-inPZU	Rejestr IKZE-inPZU	Rejestr IKE-TFI	Rejestr PPO-TFI	Rejestr PPE-TFI	Rejestr IKE-PWE	Rejestr IKZE-PWE	Rejestr PPO-PWE	Rejestr PPE-PWE	Rejestr IKE-GPE	Rejestr IKZE-GPE	Rejestr PPO-GPE	Rejestr PPE-GPE
1	Check the Register balance	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
2	Check the valuation of Fund Participation Units	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
3	Create and monitor "My objectives"			$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$		$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
4	Access to the history of Orders		$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$		$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
5	Download the IKE Agreement or IKZE Agreement and confirmation																
	of conclusion of the IKE Agreement or IKZE Agreement	x	x	x	√	√	х	x	х	√	√	х	x	x	√/x	√/x	x
6	Obtain information on annual limits of payments to IKE and IKZE	Х	х	Х			$\checkmark$	х	Х			Х	х		$\checkmark$	х	Х
7	Download annual information on the amount of funds																
	accumulated in the Register	X	х	х		$\checkmark$		√	$\checkmark$			$\checkmark$		√	$\checkmark$	$\checkmark$	
8	Download confirmations of completed Orders		$\checkmark$		х	х	Х	х	Х	х	х	х	X	Х	х	Х	х
9	Download printouts of selected Orders placed	X	X	х	X	х	Х	х	х	х	X	х		Х	х	Х	√/x
10	Change the Password	√													$\checkmark$		
11	Create and change the Friendly Login	$\checkmark$	$\checkmark$	$\checkmark$		$\checkmark$	$\checkmark$		$\checkmark$			$\checkmark$	$\checkmark$		$\checkmark$	$\checkmark$	
12	Add, remove and change the default bank account																
	for redemptions/disbursements (provided that at least one account is left)		$\checkmark$	$\checkmark$	√	$\checkmark$	$\checkmark$		$\checkmark$	√	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	√	$\checkmark$
13	Change of personal data (excluding change of PESEL number, date of birth and forename)		$\checkmark$	$\checkmark$	V	$\checkmark$	V	V	$\checkmark$	V	√	$\checkmark$	√ √	V	$\checkmark$	V	$\checkmark$
14	Change address and contact details	Ť	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V
15	Change of declaration on residence and tax status within the meaning	- V	v	v	v	v	v	V	v	V	V	v	v	v	v	V	, v
	of the FATCA Act and the CRS Act (within the meaning of the Fund's Prospectus) as well as data and declarations resulting from		,	,				,				,				,	
10	the Anti-Money Laundering Act	√	V	V	X	X	X	√	X	X	X	$\checkmark$	X	X	X	V	X
16	Assigning an own name to an owned Register	V	V	$\vee$	$\bigvee$	V	$\checkmark$		$\checkmark$					V	$\checkmark$	V	$\checkmark$
17 18	Activate or deactivate Two-Factor Authentication Download the instructions to set up a standing order with your bank	$\sqrt{1}$			$$			V   √	√ x			$\sqrt{1}$	√ x				√ x
18	Submission/Change of the statement on the method of tax information	V	V	х		V	V	V	X	V	V	ν	X	V	ν	V	X
13	forwarding and pdf document password	V	1	$\checkmark$		x		V	v	<b>v</b>		$\checkmark$		x	v	V	
20	Download the annual tax information		$\sqrt{1}$	$\sqrt{1}$	X X	X	X X	v √	X X	X X	X X	v √	X X	X	X X	$\sqrt{1}$	X X
20	Bank account number confirmation	$\downarrow$	$\sqrt{1}$	$\overline{}$	$\overline{}$	$\overline{}$	$\overline{\mathbf{v}}$	$\sqrt{1}$	$\overline{}$	$\overline{}$	$\overline{}$	$\overline{}$	$\overline{}$	$\overline{}$		$\sqrt{1}$	$\overline{}$
21	Verification of the bank account number designated	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	r v
~~~	for financial loss compensation payment	x	x	$\checkmark$	x	x	x	x	x	x	x	x	x	x	x	x	x
⊥	ailable, x – unavailable, $\sqrt{x}$ – available provided that the Employer has entered into an agre													~	~	~	~

- 1b. The change of transaction confirmations delivery method to paper form (applying for confirmations delivery in paper form, available within the instructions indicated in Table 1 line 14) or to electronic form or changing the email address for sending transaction confirmations may be made by completing and signing the form found on the Webservice (inPZU Website) and sending it to the address of the Transfer Agent. The form sent by correspondence, in order to correctly identify the User, shall bear a signature certified by notary (in the case of sending a paper form). The form sent electronically (if the form is sent via email to the CSC email address) should be signed with a qualified electronic signature or a trusted profile or personal signature verified by a personal signature certificate from the e-ID (personal signature made via the e-ID application, mObywatel application, or another application available for making personal signatures with the e-ID).
- 1c. A change of the bank account number designated for the payment of compensation for financial loss under the PZU Sejf+ Scheme with Capital Protection may be made by completing and signing the form available on the in.pzu.pl website and sending it to the address of the Transfer Agent. The provisions of paragraph 1b, second and third sentences, shall apply accordingly
- 2. The Website allows to place the following Orders:
- with regard to the inPZU Register, the PZU FIO Parasolowy Register and the PZU Sejf+ Register, subject to paragraph 3 clause 6, the list of available Orders is presented in the table (Table 2) below:

		Investm	ent funds and	products
		inPZU Register	PZU FIO Parasolowy Register	Sejf+ Register
1	Registration instruction (order to open a Model Portfolio, or an Individual Portfolio, PZU FIO Parasolowy Register or PZU FIO Ochrony Majątku Register in the Fund)	~	$\checkmark$	x
2	Open another Model Portfolio or Individual Portfolio, PZU FIO Parasolowy Register or PZU FIO Ochrony Majątku Register	$\checkmark$	$\checkmark$	х
3	Add another Sub-Fund in the Model portfolio or in the Individual portfolio	$\checkmark$	x	х
4	Purchase of Participation Units for a Model Portfolio or an Individual Portfolio	$\checkmark$	$\checkmark$	х
5	Purchase of Participation Units of category A1 to the Register of PZU FIO Parasolowy or the Register of Fund PZU FIO Ochrony Majątku	x	$\checkmark$	x
6	Purchase of Participation Units for a single Sub-Fund included in the Model Portfolio or Individual Portfolio	√	x	х
7	Generate a bank account number and transfer description for direct deposit	x	$\checkmark$	$\checkmark$
8	Redemption of Participation Units from a Model Portfolio or an Individual Portfolio	$\checkmark$	x	х
9	Redemption of Participation Units from a single Sub-Fund	$\checkmark$	x	х
10	Redemption of Participation Units	x	$\checkmark$	$\checkmark$
11	Conversion of Participation Units within one Model Portfolio or Individual Portfolio	$\checkmark$	x	x
12	Conversion of Participation Units within different Model Portfolios or Individual Portfolios	$\checkmark$	x	x
13	Conversion of Participation Units (if permitted in the Fund's Prospectus)	x	$\checkmark$	√
14	Change of Participation Units (if permitted in the Fund's Prospectus)	x	$\checkmark$	х
15	Changes in the allocation of funds with a simultaneous change in the allocation of payments	√	х	х
16	Change of the allocation of funds and payments into Model allocation	√	x	х
17	Revocation of the power of attorney	√	$\checkmark$	√
18	Add or revoke the Authorised Person under Article 111 of the Act on Funds		$\checkmark$	√

 $\sqrt{-}$  available, x – unavailable

with regard to the IKE Register, IKZE Register, PPE Register and PPO Register, the list of available Orders is presented in the table (Table 3) below:

#### Table 3

						Pe	ensio	n pr	oduc	ts				
		Ik	E/IK	ZE	PPE/	'PPO		PV	√E			GF	Έ	
		IKE-inPZU Register	IKZE-inPZU Register	IKE-TFI Register	PPO-TFI Register	PPE-TFI Register	IKE-PWE Register	IKZE-PWE Register	PPO-PWE Register	PPE-PWE Register	IKE-GPE Register	IKZE-GPE Register	PPO-GPE Register	PPE-GPE Register
1	Conclude the IKZE/IKE Scheme Agreement	$\checkmark$	$\checkmark$	х	х	х	х	x	x	x	x	х	х	х
2	Registration Instruction under the PWE Scheme Agreement													
	(order to conclude the PWE Scheme Agreement)/IKE-GPE Agreement,													
	IKZE-GPE Agreement, PPO-GPE Agreement or PPE-PWE/PPE-GPE Declaration	х	х	х	х	х	$\checkmark$	√	$\checkmark$	$\checkmark$	√/x	√/x	√/x	√/x
3	Open the second product under the IKZE/IKE Scheme	$\checkmark$	$\checkmark$	Х	х	х	х	х	х	х	x	х	х	х
4	Open another product under the PWE/GPE Scheme	x	х	х	х	х	$\checkmark$	√	$ $ $\checkmark$	х	√/x	√/x	√/x	√/x
5	Purchase of Participation Units	$\checkmark$	$\checkmark$	х	х	х	$\checkmark$	$ $ $\checkmark$	$\checkmark$	x	√/x	√/x	√/x	х
6	Generate a bank account number and transfer description for direct deposit	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	х	$\checkmark$	$\checkmark$	$\checkmark$	x	$\checkmark$	$\checkmark$	$\checkmark$	х
7	Redemption of Participation Units	х	х	х	$\checkmark$	х	х	x	$\checkmark$	х	x	х	$\checkmark$	х
8	Return payment	$\checkmark$	$\checkmark$	$\checkmark$	х	х	$\checkmark$	√	х	$\checkmark$	$\checkmark$	$\checkmark$	х	√/x
9	Partial return payment from IKE	$\checkmark$	х	$\checkmark$	х	х	$\checkmark$	x	х	х	$\checkmark$	х	х	х
10	Disbursement	$\checkmark$	$\checkmark$	$\checkmark$	х	х	$\checkmark$	$\checkmark$	х	$\checkmark$	$\checkmark$	$\checkmark$	х	√/x
11	Transfer disbursement	$\checkmark$	$\checkmark$	$\checkmark$	х	х	$\checkmark$	√	х	$\checkmark$	$\checkmark$	$\checkmark$	х	√/x
12	Changes to the declaration of the Employee's Payment to the PWE/GPE Scheme	х	х	х	х	х	$\checkmark$	√	$\checkmark$	х	√/x	√/x	√/x	х
13	Change additional PPE contribution	х	х	х	х	х	х	х	х	$\checkmark$	x	х	х	√/x
14	Change the distribution of future payments into, with the option of adding another Sub-Fund	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	х	$\checkmark$	√	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	√/x
15	Change the allocation of accumulated funds, with the option of adding another Sub-Fund	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	х	$\checkmark$	√	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	√/x
16	Change the allocation of accumulated funds along with a simultaneous													
	change in the allocation of future payments, with the option of adding another Sub-Fund	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	х	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	√/x
17	Change the method of accumulating funds from the individual model to the recommended model	х	х	$\checkmark$	$\checkmark$	х	х	х	х	х	$\checkmark$	$\checkmark$	$\checkmark$	√/x
18	Change of the method of fund accumulation from the individual model to the life cycle model	х	х	х	х	х	√*	√*	√*	√*	x	х	х	х
19	Additions, changes or deletions of IKZE/IKE Authorised Persons	$\checkmark$	$\checkmark$	$\checkmark$	х	х	$\checkmark$	V	x	х	$\checkmark$	$\checkmark$	х	х
20	Add, change or delete PPE Authorised Persons	х	х	х	х	х	х	х	х	$\checkmark$	х	х	х	√/x
21	Add or revoke Authorised persons under Article 111 of the Act on Funds	х	х	х	$\checkmark$	х	х	х	$\checkmark$	х	х	х	$\checkmark$	х

 $\sqrt{-}$  available, x – unavailable,  $\sqrt{x}$  – available provided that the Employer has entered into an agreement with TFI PZU SA that allows orders to be placed electronically,  $\sqrt{*}$  - available if the life cycle model is available in the PPE-PWE or in the PWE Program Agreement

- 2a. A User who is a legal person or an organisational unit that is not a legal person, which by law is granted legal capacity, may place Orders referred to in clause 1 Table 1 row 12 and 14-15 and clause 2 Table 2 rows 1 and 16 only in the form of a Written Order.
- 2aa. When placing the orders referred to in clause 2 Table 2 lines 1-2 and Table 3 lines 1 and 3, the User may enter the Special Code.
- 2ab. A User who is an individual without full legal capacity may not submit an Order causing a change in the number of Participation Units in the Register. Such a User may only submit Orders or have access to the information or functionalities referred to in clause 1, in Table 1 lines 1-11 and to a limited extent lines 13-14, lines 16-20 and clause 2, in Table 2 line 7 and in Table 3 line 2 only with respect to the PPE Declaration and line 6.
- 2b. A Written Order shall be placed directly at the Company, on the form provided by the Company.
- 2c. deleted
- 2d. The Website shall enable the submission of the following Orders in relation to the IKE-inPZU Register and the IKZE-inPZU Register or the IKE-PWE Register and the IKZE-PWE Register or IKE-GPE Register and IKZE-GPE Register:
  - 1) Registration instruction (order to conclude the IKZE/IKE Scheme Agreement), under which the User may join:
    - a) only IKZE (without the possibility of transferring IKZE from another financial institution),
    - b) only IKE (without the possibility of transferring IKE from another financial institution),
    - c) simultaneously IKZE and IKE (without the possibility of transferring both products from another financial institution at the same time),
    - d) simultaneously IKZE and IKE (with the possibility of transferring one of the products with the Accepted Transfer Disbursement from another financial institution).
  - 1a) Registration instruction (order to conclude the PWE Scheme Agreement), subject to Paragraph 5aa clause 6 under which the User may join:
    - a) only IKZE (with the possibility of transferring IKZE from another financial institution or transferring IKZE maintained under the IKZE/IKE Scheme Agreement),
    - b) only IKE (with the possibility of transferring IKE from another financial institution or transferring IKE maintained under the IKZE/IKE Scheme Agreement),
    - c) simultaneously IKZE and IKE (with the possibility of transferring both products simultaneously from another financial institution or transferring IKZE or IKE maintained under the IKZE/IKE Scheme Agreement);
  - 1b) Registration instruction (order to conclude the IKE-GPE Agreement or IKZE-GPE Agreement (provided that the Employer has entered into an agreement with TFI PZU SA that allows orders to be placed electronically), subject to Paragraph 5aa clause 6 under which the User may join:
    - a) only IKZE (with the possibility of transferring IKZE from another financial institution),
    - b) only IKE (with the possibility of transferring IKE from another financial institution, including the transfer of IKE-TFI),
    - c) simultaneously IKZE and IKE (with the possibility of transferring both products simultaneously from another financial institution, including the transfer of IKE-TFI);
  - Order to conclude an IKZE/IKE Scheme Agreement for a logged-in User, through the ADD PRODUCT option, in which the User may join:
    - a) only IKZE (including the possibility of transferring IKZE from another financial institution, provided that the User's identity was confirmed in accordance with Paragraph 6 clause 1c and clauses 2-3),
    - b) only IKE (including the possibility of transferring IKE from another financial institution, provided that the User's identity was confirmed in accordance with Paragraph 6 clause 1c and clauses 2-3),
    - c) simultaneously IKZE and IKE (including the possibility of transferring both products with the Accepted Transfer Disbursement from other financial institutions, provided that the User's identity was confirmed in accordance with Paragraph 6 clause 1c and clauses 2-3, or with the possibility of transferring one of the products with the Accepted Transfer Disbursement from another financial institution).
  - 2a) Order to conclude a PWE Scheme Agreement for a logged-in User, subject to Paragraph 5aa clause 6, in which the User may join:
    - a) only IKZE(with the possibility of transferring IKZE from another financial institution or transferring IKZE maintained under the IKZE/IKE Scheme Agreement),

- b) only IKE (with the possibility of transferring IKE from another financial institution or transferring IKE maintained under the IKZE/IKE Scheme Agreement),
- c) simultaneously IKZE and IKE (with the possibility of transferring both products simultaneously from another financial institution or transferring IKZE or IKE maintained under the IKZE/IKE Scheme Agreement).
- 2b) Order to conclude the IKE-GPE Agreement or IKZE-GPE Agreement (provided that the Employer has entered into an agreement with TFI PZU SA that allows orders to be placed electronically) for logged- in User, subject to Paragraph 5aa clause 6 under which the User may join:
  - a) only IKZE (with the possibility of transferring IKZE from another financial institution),
  - b) only IKE (with the possibility of transferring IKE from another financial institution, including the transfer of IKE-TFI),
  - c) simultaneously IKZE and IKE (with the possibility of transferring both products simultaneously from another financial institution, including the transfer of IKE-TFI);
- 3-17) deleted
- 2e. *deleted*
- 2f. An Order to purchase Participation Units or a direct payment to the inPZU Register, the IKE Register, the IKZE Register, or the PPO Register shall be executed in accordance with the current allocation specified by the User in a given Register.
- 2g. An Order of Return from the PPE-PWE Register or PPE-GPE Register shall be available only for the PPE-PWE or PPE-GPE being in liquidation. The terms of maintaining GPE applicable at a given Employer may provide that certain Orders are not available to employees of that Employer.
- 2h. An order to purchase Participation Units to the PPE-PWE Register or a direct payment to the PPE-GPE Register and the PPE-TFI Register shall be executed in accordance with the current allocation specified by the User for a given PPE Register, with the proviso that this option is available only in the event of termination of Participant's employment with the Employer and if it was provided for in the company agreement referred to in the Act on Employee Pension Schemes of 20 April 2004.
- 2i. Orders and instructions regarding PPE-PWE or PPE-GPE, made available on the Website, shall be submitted by Users in an electronic form that allows their content to be recorded on a Durable Medium. Orders and instructions regarding PPE-PWE or PPE-GPE referred to in clause 2 Table 3 rows 2, 8, 10-11 and 13-18 i 20, submitted by the Users via the Website, shall be made available to the Employer maintaining the PPE-PWE or PPE-GPE in the IT system used for the operational service of the PPE-PWE or PPE-GPE, made available by the Transfer Agent for the purpose of approving them. The condition for the execution by the inPZU Fund of Orders and instructions regarding PPE-PWE or PPE-GPE placed via the Website shall be their prior referral for execution by the Employer operating the PPE-PWE or PPE-GPE, by approving these Orders and instructions by the Employer within the IT system used for the operational service of PPE-PWE or PPE-GPE made available by the Transfer Agent, provided that the Employer has entered into an agreement with TFI PZU SA that allows the PPE-GPE Declaration to be placed electronically.
- 3. deleted
- 3a. After placing an Order to add, change or remove Authorised Persons under Article 111 of the Act on Funds, the User shall print and sign the Order form and send it to the address of the Transfer Agent, which is specified on the Website and on the Order form. The Order shall be executed only after the Transfer Agent receives a signed Order form, consistent with the content of the Order placed on the Website.
- 3b. After placing the Order of Transfer Disbursement from the IKE Register or the IKZE Register, the Participant shall print and sign the Order form to which the Participant shall attach a document confirming the conclusion of an IKE agreement or an IKZE agreement with another financial institution, or in the case of an Order of Transfer Disbursement from the IKE Register to an employee pension scheme, a confirmation of joining an employee pension scheme, containing the details of the financial institution and the bank account number for the Transfer Disbursement, and shall send them to the address specified on the Website and on the Order form.
- 3c. The Orders referred to in clauses 3a and 3b shall be executed only after the Transfer Agent receives a signed Order form, consistent with the content of the Order placed on the Website, and the documents required in this clause.

- 3d. The Orders referred to in clause 2 Table 3 row 10, shall be available only to Participants who reached the age of 60 in the case of a Disbursement from the IKE Register or the age of 65 in the case of a Disbursement from the IKZE Register. Participants who reached the age of 55 and acquired retirement rights may submit an Order of Disbursement from the IKE Register in the manner referred to in clause 12.
- 3e. The Order referred to in clause 2 Table 3 row 9, shall be made available to the Participant after 12 months from the date of concluding the IKE Agreement.
- 3f. Submission of the orders referred to in clause 2 Table 2 lines 8-10 and Table 3 lines 7-10 shall not be possible if the Participant does not have a bank account number specified on the Website and confirmed in accordance with Paragraph 6 clause 10f for the disbursement of funds from the redemption of Participation Units, indicated on the Website.
- 4. Each Order placed by the User, with the exception of the Order to purchase Participation Units for existing Registers, shall be confirmed with an SMS Code sent to the mobile phone number dedicated to operations performed on the Website, subject to Paragraph 8 clause 4 item 1). Incorrect entry of the SMS Code or entering the SMS Code with an incorrect ordinal number shall result in the requirement to confirm the Order with a new SMS Code. Due to the lack of correct confirmation of the Order, the Order shall be considered not accepted and shall not be sent for execution.
- 5. The Order shall be considered to have been placed on the Website if it was properly completed and confirmed by the User or the Website Representative with an SMS code and if the "I confirm" option was selected. Correct acceptance of the Order shall be confirmed by a message displayed on the screen.
- 6. The date and time of placing the Order shall be the date and time of registration on the Website of the activities referred to in clause 5, as soon as the message referred to in this provision is displayed on the Website. The date and time of placing the Order shall be communicated to the User in an e-mail informing about placing the Order.
- 7. The User or the Website Representative may cancel the Orders specified in clause 2 Table 2 rows 8-16 and Table 3 rows 7-18, until these orders are transferred for execution to the Transfer Agent. The User may not cancel the remaining Orders specified in clause 2 Table 2 and Table 3. The Website Representative may only cancel Orders placed by himself, and not by another Website Representative. The Website shall display the information about which Order was placed by a given Website Representative.
- The User or the Website Representative shall make certain that all Orders placed by him on the Website are correct and consistent with his intentions.
- 9. Orders placed via the Website shall be considered to be Orders placed on the User's own initiative.
- 9a. Orders placed by the Website Representative shall be considered to be placed by the User.
- 10. Submission of an Order on the Website shall not mean that it will be executed. The Order shall be executed in accordance with the provisions of the Fund's Statute, after the transfer of these orders for execution to the Transfer Agent.

- 10a. The Order shall be transferred for execution immediately after its submission, subject to clause 12a. The Fund shall make every effort to ensure that an Order placed before the cut-off time specified in the Prospectus of a given Fund is executed at the price on a given Valuation Day, in accordance with the rules described in that Prospectus, however, if the Order is placed just before this cut-off time, due to the need to transmit and process data such Order may be executed not earlier that at the price on the next Valuation Day.
- 11. If as a result of the situation referred to in Paragraph 10 clause 2, the Order was placed on the basis of out of date information on the balance of the Register, it shall be executed only if the balance of the Register on the day of execution of the Order by the Transfer Agent allows for making changes to the Register that are consistent with the content of the Order placed, with the balance of the Register taking into account all Orders previously placed by the Participant which were accepted for execution.
- 12. Templates of forms in PDF format shall be available on the Website, on the in.pzu.pl website and at the registered office of the Company:
  - 1) Orders referred to in clause 1 Table 1 rows 12-15 and clause 2 Table 2 rows 3-5, 7-14 and 16 and Table 3 rows 5, 7-12, 14-16 and 19.
  - 2) Orders not available on the Website which may be placed as provided for by law and the Fund's Prospectus.

3) Written Agreement and Written Orders.

Orders referred to in item 2) above, and in the event of unavailability of the Website for technical reasons, also the Orders referred to in clause 2 shall be placed at the registered office of the Company or sent by mail to the address of the Transfer Agent, subject to Paragraph 5b clause 1. Forms sent by mail in order to correctly identify the User shall be signed with a notarised signature (if a paper form is sent) or signed with a qualified electronic signature (if the form is sent by e-mail to the CSC e-mail address). A document submitted electronically and bearing a qualified signature shall be sent from the e-mail address dedicated to operations performed on the Website.

12a. In the case of a Written Agreement, Written Order and Orders placed at the registered office of the Company in accordance with clause 12, the Written Agreement or Order shall be transferred for execution immediately after its submission. The Fund shall make every effort to ensure that the Written Agreement or Order placed before the cut-off time specified in the Prospectus of a given Fund is executed at the price on a given Valuation Day, in accordance with the rules described in that Prospectus, however, if the Order is placed just before this cut-off time, due to the need to deliver the form of the Written Agreement or Order may be executed not earlier that at the price on the next Valuation Day.

#### Scope of services provided by electronic means. Placing Orders in the PPK inPZU Fund § 9a.

1. The Website shall enable the User to access the following information and functionalities with regard to the PPK Account presented in the table (Table 4) below:

#### Table 4

		PPK accour
1	Check the PPK Account balance	$\checkmark$
2	Check the valuation of Fund Participation Units	$\checkmark$
3	Create and monitor "My objectives"	$\checkmark$
4	Access the history of orders	$\checkmark$
5	Download annual information on the amount of funds accumulated in the PPK Account	$\checkmark$
6	Download printouts of selected orders placed	$\checkmark$
7	Download information on the conclusion of PPK Maintenance Agreement	$\checkmark$
8	Change the Password	$\checkmark$
9	Create and change the Friendly Login	$\checkmark$
10	Add, remove and change the default bank account for redemptions/disbursements (provided that at least one account is left)	$\checkmark$
11	Change of personal data (excluding change of PESEL number, date of birth and change of the forename)	$\checkmark$
12	Change address and contact details	$\checkmark$
13	Bank account number confirmation	$\checkmark$
1		

 $\sqrt{-}$  available, x – unavailable

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#### Table 5

		PPK account
1	Add, change or delete PPK Authorised Persons	$\checkmark$
2	Conversion, i.e. change of the allocation of accumulated funds	$\checkmark$
3	Allocation of future payments	$\checkmark$
4	Conversion with simultaneous allocation of future payments	$\checkmark$
5	Return at a request of the PPK Participant before he/she reaches the age of 60	$\checkmark$
6	Disbursement from PPK account after the age of 60, in three scenarios: One-off Disbursement, Disbursement in instalments, Disbursement of 25%	
	of the funds accumulated in the PPK Account in a single payment and 75% of the funds accumulated in the PPK Account in instalments	$ $ $\checkmark$
7	Transfer Disbursement to another PPK account or to an insurance company	$\checkmark$
8	Transfer Disbursement from the PPK Account after the age of 60 to a term savings deposit account or to a term deposit account maintained at a credit union	$\checkmark$

 $\sqrt{-}$  available, x - unavailable

- 3. After placing an Order to add, change or remove PPK Authorised Persons, the User shall print and sign the Order form and send it to the address specified on the Website and on the Order form. The Order shall be executed only after the Transfer Agent receives a signed Order form, consistent with the content of the Order placed on the Website.
- 3a. After placing the Order of Transfer Disbursement to another PPK account, the PPK Participant shall print and sign the Order form, to which he/she shall attach a document confirming the possession of another PPK account, containing the details of the financial institution maintaining that PPK account and the bank account number for the Transfer Disbursement, and shall send them to the address specified on the Website and on the Order form.
- 3b. After placing the Order of Transfer Disbursement to the insurance company, the PPK Participant shall print and sign the Order form, to which he/she shall attach a document confirming the conclusion of the agreement with the insurance company, containing the insurance company's details and the bank account number for the Transfer Disbursement, and shall send them to the address specified on the Website and on the Order form.
- 3c. The Order referred to in clause 2 Table 5 row 8 may be placed only if the agreement on maintaining a term savings deposit account or agreement on maintaining a term deposit account to which the Transfer Disbursement is to be made, provides for the disposal of funds transferred from the PPK after reaching the age of 60.
- 3d. After placing the Order of Transfer Disbursement from the PPK Account after the age of 60 to the term savings deposit account in the bank, the PPK Participant shall print and sign the Order form, to which he/she shall attach a document confirming the opening of the account, containing the details of the financial institution maintaining that account and the account number for the Transfer Disbursement, and shall send them to the address specified on the Website and on the Order form.
- 3e. After placing the Order of Transfer Disbursement from the PPK Account after the age of 60 to a term deposit account maintained at a credit union, the PPK Participant shall print and sign the Order form, to which he/she shall attach a document confirming the opening of a term deposit, containing the details of the financial institution maintaining that account and the account number for the Transfer Disbursement, and shall send them to the address specified on the Website and on the Order form.
- 3f. The Orders referred to in clauses 3a-3e shall be executed only after the Transfer Agent receives a signed Order form, consistent with the content of the Order placed on the Website, and the documents required in those clauses, subject to clause 3c.
- 3g. The Orders referred to in clause 2 Table 5 rows 6 and 8, shall be available only to PPK Participants who are over 60 years of age.
- 3h. Submission of the orders referred to in clause 2 Table 5 lines 5 and 6 shall not be possible if the PPK Participant does not have a default bank account number specified on the Website and confirmed in accordance with Paragraph 6 clause 10f for the disbursement of funds from redemption of Participation Units.
- 3i. The Orders referred to in clause 2 Table 5 shall be placed on the condition that the User has on the Website complete Data Identifying the PPK Participant and other personal and address data (sections: PERSONAL DATA, RESIDENCE ADDRESS, MAILING ADDRESS, CONTACT DETAILS).

- 3j. A User who is an individual without full legal capacity may not submit an Order causing a change in the number of Participation Units in the PPK Account and other Orders listed in clause 2, Table5. Such a user may only submit Orders or have access to the information or functionalities referred to in clause 1, Table 4 lines 1-9 and to a limited extent lines 11-12.
- The provisions of Paragraph 9 clauses 5-6, clause 9 and clauses 10-11, and the provision of Paragraph 9 clause 4 shall apply accordingly.
- 5. The PPK Participant may cancel the Orders specified in clause 2 Table 5 rows 2-8, until these orders are transferred for execution to the Transfer Agent. The User may not cancel the remaining Orders specified in clause 2.
- 6. In the case of Conversion Order and the distribution of future payments to the PPK Account, a payment to one Sub-Fund shall represent the amount equal to at least 10% of funds in the PPK Account, and the percentage distribution must be given in full percentages so that their sum is 100%.
- Templates of forms in PDF format shall be available on the Website, or at the registered office of the Company:
  - 1) Orders referred to in clause 1 Table 4 rows 10-12 and clause 2 Table 5.
  - Orders not available on the Website which may be placed as provided for by law and the Fund's Prospectus.

Orders referred to in item 2) above, and in the event of unavailability of the Website for technical reasons, also the Orders referred to in clause 2, shall be placed in the manner provided for in the PPK Maintenance Agreement or sent by mail to the address of the Transfer Agent. Forms sent by mail in order to correctly identify the User shall be signed with a notarised signature (if a paper form is sent) or signed with a qualified electronic signature (if the form is sent by e-mail to the CSC e-mail address). The document submitted electronically and bearing a qualified signature shall be sent from the e-mail address dedicated to operations performed on the Website or, in the case of the form "Application – Agreement for withdrawal of funds accumulated on the PPK account, in order to cover own contribution", from the e-mail address provided by the User in this form.

## Scope of services provided by electronic means. Joint login to mojePZU website

#### § 9b.

- A User who is a natural person and concluded the Agreement and the agreement for the provision of the service made available through the mojePZU Website may use the option "mojePZU – LINK inPZU ACCOUNTS with mojePZU", available on the Website's main panel after logging in.
- The linking allows to switch between the Website and the mojePZU Website without having to re-login to the website to which the User is switching.
- Both the Website and the mojePZU Website have separate terms and conditions and a separate security policy. A user switching from one website to another changes the Internet domain from www.inpzu.pl to moje.pzu.pl or vice versa.
- 4. Only one service may be linked with the Service on the Website under the agreement for the provision of the service made available through the mojePZU Website, concluded with the same natural person.

- 5. The linking shall require the User to give separate consent. Consent shall be given once before the first linking.
- 6. It shall not be possible to place Orders regarding participation in the Fund on the mojePZU Website.
- 7. At any time, the User may use the "UNLINK ACCOUNTS" option available in the "My Account, "Linked Accounts" tab. In addition, unlinking occurs as a result of the following events:
  - 1) termination of the Agreement;
  - termination of the agreement for the provision of the service made available via the mojePZU Website;
  - 3) password reset on the mojePZU Website;
  - temporary blocking of the service made available via the mojePZU Website.

#### Information in the Website

#### § 10.

- Information about the Fund published on the Website is for information or assistance purposes only (they present the Fund's offer and enable the User to verify investments made in Participation Units) and cannot be treated as investment advice, tax advice, investment recommendation, a form of provision of legal assistance or any other basis for making investment decisions, or as an investment analysis or financial analysis as defined by the regulations on trading in financial instruments.
- 2. Information on the balance of the Register shown on the Website is provided in accordance with the records in the Register from the last available Valuation Day, therefore this information may not include changes in the balance of the Register related to corrections in the Register and Orders pending the execution for which confirmations have not been sent.
- 3. The calculations of the result achieved by the User, presented on the Website are for information purposes and are calculated by calculating the value of all accumulated Participation Units in accordance with the most recent valuation and taking into account all purchases and redemptions of Participation Units within the Registers. The result of the calculation is expressed as an amount. The calculated result is not reduced by tax payable in connection with the redemption of Participation Units. With regard to Registers where handling fees may be charged for the sale, conversion and redemption of Participation Units, the calculation of the result achieved by the User shall include the handling fees charged. The calculations of the result presented on the Website do not release the User from the requirement to make own calculations and may not constitute the basis for making decisions regarding the purchase, redemption or conversion of Participation Units, or the basis for claims against the Company.
- 4. The degree of accomplishment of "My Objectives" as part of the possibility of creating and monitoring investment objectives by the User made available on the Website, shows only the share of the value of the Participation Units accumulated by the User in the Register in the value of the investment objective defined by the User.
- 5. The calculations presented on the Website in the "Save for retirement by investing in inPZU funds" option, regarding the estimated amount accumulated in the PPK Account and the estimated monthly instalment of the Disbursement from the PPK Account, as well as the simulation of the potential amount accumulated in the inPZU Register, are for information purposes only. They are only simulations based on available data on past payments to the PPK Account and on the assumptions made as to the method of making the Disbursement and the achieved rate of return which may or may not be achieved. The actual amounts will depend in particular on the actual period of making payments to the PPK and their amount, and on the amount of payments made to the inPZU Fund, as well as the value of the Fund's Unit at the time of its sale and redemption. Simulations do not take inflation into account. The provisions of clause 1 and Paragraph 20 clause 1 shall apply. The "Save for retirement by investing in inPZU funds" option has been prepared for information purposes only and cannot constitute a sufficient basis for a decision to buy Participation Units.

#### Model Portfolios and Individual Portfolios – general rules § 11.

- 1. The User may purchase Participation Units of the inPZU Fund available under the "PZU Model Portfolios" investment scheme or by creating an Individual Portfolio.
- The "PZU Model Portfolios" scheme shall be available to Users using the "Investment Assistant".
- By selecting one or more Sub-Funds outside the "PZU Model Portfolios" Scheme, the User creates an Individual Portfolio.

- 4. In the Model Portfolio or in the Individual Portfolio, if more than one Sub-Fund is selected, the indicated share of the Sub-Fund may not be less than 1%, and the total share of all selected Sub-Funds should be 100%.
- 5. A User may have more than one Model Portfolio or Individual Portfolio.
- 6. When placing one order, the User may purchase Participation Units within one Model Portfolio or one Individual Portfolio.
- 7. Available Orders and the method of placing them for Individual Portfolios are the same as for Model Portfolios and are specified in Paragraph 12.

#### "PZU Model Portfolios" Programme

- § 12. 1. Model portfolios shall be sold as part of the "PZU Model Portfolios" Programme within the meaning of the inPZU Fund Statute. By purchasing Participation Units within the Model Portfolios, the User concludes an Additional Agreement on the terms described in this paragraph.
- The model portfolios available under the "PZU Model Portfolios" Programme are described in Appendix No. 1 to the Terms and Conditions.
- 3. The Additional Agreement shall be concluded for an indefinite period of time.
- 4. The Additional Agreement shall be terminated if the User places an order resulting in the redemption of all Participation Units accumulated within the Model Portfolios. The provisions of Paragraph 18 clause 1 item 4 shall apply accordingly.
- 5. At the stage of the first purchase of Participation Units within a given Model Portfolio, the User:
  - 1) may not change the set of Sub-Funds included in the selected Model Portfolio,
  - may not change the Model Allocation on the selected Model Portfolio, subject to Paragraph 11 clause 4.
- 6. The User may place orders for another purchase of Participation Units for the entire Model Portfolio using the "BUY MORE" option, or for a single Sub-Fund included in the Model Portfolio through the "BUY MORE" option from the level of the selected Sub-Fund. Purchase for a single Sub-Fund shall not change the Model Allocation or the allocation set by the User for a given Model Portfolio.
- 7. The User may place an order for another purchase of Participation Units for a new Sub-Fund, which is not part of the Model Portfolio, using the "ADD SUB-FUND TO PORTFOLIO" option. Such an order shall not change the Model Allocation or the allocation set by the User for a given Model Portfolio.
- 8. Within the existing Model Portfolio, the User may change the Model Allocation or the allocation set by the User for a given Model Portfolio by using the "EDIT" option. The order may consist in changing the allocation within the Sub-Funds included in the Model Portfolio, including change of allocation into Model allocation or in adding a new Sub-Fund, subject to Paragraph 11 clause 4. Such an order shall result in:
  - 1) a change in the allocation set by the User for a given Model Portfolio, i.e. the allocation of future payments under the Model Portfolio,
  - 2) execution of Orders to convert Participation Units between Sub-Funds, as a result of which the allocation of funds accumulated in a given Model Portfolio will be consistent with the allocation specified in the Order or with Model allocation.
- 9. The current allocation set by the User for a given Model Portfolio shall be presented on the Website.
- 10. The User may place an order for conversion between the Sub-Funds within one or different Model Portfolios by using the "CONVERT" option. When placing a conversion order, the User shall indicate the Sub-Fund and the source Model Portfolio from which the funds are to be transferred and the Sub-Fund and the target Model Portfolio to which the funds are to be transferred and the sub-Fund and the amount for which the Participation Units are to be transferred or the number of Participation Units to be redeemed, or shall select the "All" option. Such an order shall not change the Model Allocation or the allocation set for a given Model Portfolio, both in the source and target Model Portfolio.
- 11. The minimum value of a conversion order between Sub-Funds shall be PLN 100. If, as a result of the execution of a conversion order between Sub-Funds, the value of the Participation Units recorded in the source Sub-Register would be less than PLN 100, then such an order shall be treated as an order to convert all Participation Units accumulated in this Sub-Register.
- 12. If on the same Model Portfolio:
  - several orders are placed to change the allocation of funds with a simultaneous change in the allocation of payments (EDIT option),

 an order is placed to change the allocation of funds with a simultaneous change in the allocation of payments (EDIT option) together with an order to convert Participation Units (CONVERT option),

resulting in several conversions of Participation Units that would have been executed on the same Valuation Day, only the last order placed shall be executed.

- 13. The User may place a redemption order for the entire Model Portfolio using the "SELL" option or for a single Sub-Fund included in the Model Portfolio through the "SELL" option from the level of the selected Sub-Fund. When placing an order, the User shall specify the redemption amount or select the "All" option, and in the case of redemption from the level of the selected Sub-Fund, the User may also enter the number of Participation Units. The redemption order for the entire Model Portfolio for the specified amount shall be executed proportionally to the value of assets of the Sub-Fund included in a Model Portfolio shall not change the Model Allocation or the allocation set by the User for a given Model Portfolio.
- 14. The minimum value of the redemption order for the entire Model Portfolio or a single Sub-Fund shall be PLN 100. If, as a result of the execution of the redemption order for the entire Model Portfolio, the value of the Model Portfolio is less than PLN 100, then such an order shall be treated as a Redemption Order for all Participation Units held by the User in the Model Portfolio. If, as a result of the execution of the redemption order for a single Sub-Fund, the value of the Participation Units registered in the Sub-Register from which the funds are to be redeemed is less than PLN 100, then such an order shall be treated as an Order to redeem all the Participation Units held by the User in a given Sub-Register.

#### **Security rules**

#### § 13.

- 1. The User shall use the Service in accordance with its intended purpose. The User shall comply with the prohibition on transferring (delivering) content via the Website that violates generally applicable laws. The User may not perform actions in the Website that may lead to its failure or to disruption or damage to IT systems.
- 2. Any actions of the User aimed at causing incorrect operation of the Website or causing such irregularities may result in blocking the User's access to the Website for the time necessary to clarify the circumstances of these actions and in termination of the Agreement by the Company with immediate effect, subject to Article 18 clause 4.
- 2a. The User may independently submit an instruction to block access to the Website (option: Account blockade). The blockade shall result in the inability to log in to the Website.
- 3. Detailed security rules of the Website are described in Appendix No. 2 to the Terms and Conditions.

#### **User support**

#### § 14.

- The User or the Website Representative may report by phone contact with CSC (pursuant to clause 2 item 1) an unknown login to the Website, order a list of one-time codes, submit a request for recovery of the Login if it was forgotten or lost, and submit a request for closing inPZU Register, PZU FIO Parasolowy Register, PZU Sejf+ Register, IKE-inPZU Register, IKZE-inPZU Register, IKE-PWE Register, IKZE-PWE Register, PPO-PWE Register, IKE-GPE Register, IKZE-GPE Register or PPO-GPE Register if incorrect data were provided in the Registration instruction that prevent the verification of the User's identity in accordance with Paragraph 6 clause 1c or 1g and clause 3.
- 2. The User or the Website Representative may report failures or errors in the operation of the Website by:
  - 1) telephone contact at the telephone number 22 640 05 55, available from Monday to Friday during CSC business hours, except on public holidays,
- 2) using a contact form on the Website.
- 3. The User may obtain assistance in using the Website by contacting the CSC.

#### Liability

#### § 15.

- 1. TFI PZU SA shall be liable for losses of the User resulting from nonperformance or an improper performance of the provisions of the Agreement by TFI PZU SA.
- Subject to limitations arising from generally applicable laws, TFI PZU SA, the Fund and the Transfer Agent shall not be liable for:

- damage caused by the User providing incorrect or incomplete data or information, in particular incorrect address details, telephone number or e-mail address or bank account number for making disbursements related to the redemption of Participation Units, or an incorrect Special Code, or lack of confirmation of the bank account for making disbursements related to the redemption of Participation Units;
- 2) the effects of the execution of the User's Order in accordance with its content;
- damage caused as a result of the User or the Website Representative providing third parties with the Login, Friendly Login or Password, or access to a mobile phone or e-mail dedicated to operations performed on the Website;
- 4) damage caused as a result of third parties acquiring and using the Login, Friendly Login, Password, as well as a mobile phone or e-mail dedicated to operations performed on the Website, until the User or the Website Representative informs about the possibility of acquiring these data by third parties, unless such data were made available to third parties through the fault of the Company or the Transfer Agent;
- 5) damage caused as a result of obtaining access to the Website by third parties, if the User or the Website Representative did not inform the Transfer Agent in the manner specified in Paragraph 14 clause 2 about irregularities in the login process or in information regarding login statuses;
- 6) consequences of the inability to place an Order or execute it or other losses resulting from force majeure, save that force majeure shall be understood as any extraordinary circumstance not attributable to the Company, the Fund or the Transfer Agent whose occurrence could not be foreseen while exercising due diligence;
- 7) damage caused by the inability to place an Order or execute it due to an incorrect connection, lack of connection, transmission defect, teletransmission interference, temporary unavailability of the Website, not caused by the fault or omission of the Company or the Transfer Agent;
- 8) damage caused by the inability to place an Order or execute it within the period referred to in Paragraph 4 clause 4;
- consequences of the inability to place an Order or execute it in the situations referred to in Paragraph 13 clause 2 or in Paragraph 18 clause 3 item 7);
- the consequences of not being able to access the Website by The Means of Electronic Identification (in which case the User may access the Website by means of a Login and Password);
- damage which did not occur due to their fault and occurred due to reasons attributable to the User, in particular for damage resulting from activities of the User or the Website Representative that were in conflict with the Terms and Conditions, Fund's Statute or Prospectus or the law;
- 12) damage caused by the Employer providing incorrect or incomplete data or information, in particular incorrect Data Identifying the PPK Participant;
- 13) damage caused by reasons attributable to the Employer, in particular the Employer's failure to properly confirm the User's entitlement to join PPE-PWE or PPE-GPE or the PPE-GPE Scheme or the GPE Scheme or the Employer's failure to validate or timely validate the Employee's Order or instruction submitted to the Website by the Employer within the IT system for the operational service of PPE-PWE or PPE-GPE made available by the Transfer Agent.
- 3. In the cases referred to in clause 2 items 6-8 the User may exercise the option provided for in Pararaph 9 clause 12 or in Paragraph 9a clause 7.

#### Complaints

- **§ 16.** 1. A complaint, i.e. communication addressed by the User to TFI PZU SA in which the User reports reservations concerning the Service, may only be submitted:
  - 1) in an electronic form using the contact form available on the Internet on the in.pzu.pl website,
  - 2) via e-mail to the following e-mail address: tfi@pzu.pl,
  - by post to the address of the Company or to the Transfer Agent's address, specified in Paragraph 2,
  - 4) in person (in writing or orally) at the registered office of the Management Company,
  - 5) by phone at: 22 640 05 55.
- A complaint shall clearly specify the identity of the User submitting the complaint and shall contain details of the person submitting the complaint as well as clearly specify the demand of the person submitting the complaint and its justification.

- 3. In the event of reasonable doubts as to the actual submission of a complaint by the User or on User's behalf, in view of the need to take due account of the User's interest, a relevant confirmation of the will to lodge the complaint shall be obtained from the User or other person submitting the complaint.
- 4. At a request of the User, the Fund shall confirm through the Transfer Agent, in writing or in other manner agreed with the User, the fact that the User lodged the complaint.
- TFI PZU SA shall not be liable for the consequences of the actions of the User related to disposing of the Participation Units covered by the complaint, if such actions result in a loss or an increase of the loss of the User.
- The complaint shall be considered without undue delay, however not later than within 30 days from the date of receipt of the complaint by TFI PZU SA or the Transfer Agent (whichever is earlier) subject to clause 7.
- 7. In the event of a justified inability to provide a reply within the period specified in clause 6, the Transfer Agent or TFI PZU SA shall inform the User about the reasons of the delay, specifying the circumstances that must be determined for the consideration of the case as well as the expected date of reply, which may not be longer than 60 days from the date of receipt of the complaint.
- 8. The basis for resolving the complaint shall be a record of the Order recorded on an electronic medium.
- 9. A reply to the User's complaint shall be sent in writing to the mailing address of the User or by e-mail, if the User requested such a form of communication in the given case.
- 10. During the investigation TFI PZU SA may request from the User additional explanations concerning the complaint. Upon request, the User shall cooperate with TFI PZU SA at determining the facts of the case. If the data provided by the User in connection with the complaint lodged are insufficient for considering the complaint, the complaint shall be rejected or TFI PZU SA shall notify the User of the need to supplement the data.
- 11. TFI PZU SA shall not charge fees for considering complaints.

#### Amendments to the Terms and Conditions

### § 17.

- 1. TFI PZU SA reserves the right to amend the Terms and Conditions if at least one of the following important reasons occurs:
  - a change in the functioning of products and services offered by the Company, including a withdrawal of a service covered by the provisions of the Terms and Conditions;
  - 2) introduction of new services to which the provisions of the Terms and Conditions will apply, new types of Orders, new functionalities of the Website, new investment funds managed by the Company or new categories of Participation Units, or a change in the offered services, Orders or functionalities;
  - 3) a change in the method of organisation of the Website caused by a modification in the ICT system provided and maintained by the Transfer Agent for the benefit of the Company to provide the Service, if the scope of the change is related to the content of the Terms and Conditions;
  - amendment to generally applicable laws governing the Service or the functioning of the Fund or products offered by the Fund as part of the Service or affecting the performance of the Agreement or the Terms and Conditions;
  - 5) a change or issuance of new court decisions, decisions of administration authorities, suggestions or recommendations of authorised bodies, in particular the Polish Financial Supervision Authority and the Office of Competition and Consumer Protection, within the scope related to the performance of the Agreement or the Terms and Conditions;
  - changes in the Fund's Statute or Prospectus, within the scope related to the performance of the Agreement or the Terms and Conditions;
  - changes to the security rules for using the Website, if it is necessary to adapt them to the security standards existing on the market of financial services provided by means of ICT systems;
  - 8) transferring to or taking back from external entrepreneurs (including their replacement) by the Fund or the Company of a part of the activities of the Fund or the Company within the scope and in the manner specified in applicable laws.
- 2. The User shall be notified of the amendment to the Terms and Conditions in electronic form via a message on the Website or via an e-mail sent to the e-mail address dedicated to operations performed on the Website or in the form of an SMS message sent to the User's telephone number dedicated to operations performed on the Website (subject to the obligation to provide information on

a Durable Medium), or in writing in the form of information sent to the User's mailing address provided on the Website, as well as by an announcement on the in.pzu.pl website.

- 2a. The User shall be notified of the amendment to the Terms and Conditions no later than 30 days before the effective date of the amendments.
- 3. The User may not agree to the amendments to the Terms and Conditions and, before the date of their entry into force, may object to them or give a notice of termination of the Agreement without incurring any related fees or fees resulting from the proposed amendments. The User's objection to the amendments to the Terms and Conditions shall be deemed as a notice of termination of the Agreement. In the situations described in this clause, the Agreement shall be terminated as at the end of the last day preceding the date of entry into force of the amendments to the Terms and Conditions.
- 4. The User's declaration related to objection or notice of termination of the Agreement may be submitted in person at the registered office of TFI PZU SA, and in other cases, in order to correctly identify the User, it shall be made in writing with a notarised signature or otherwise it shall be null and void.
- 5. If an objection of the User to the amendments to the Terms and Conditions or a notice of termination of the Agreement is not submitted by the effective date of the amendments, the amendments shall be deemed to be accepted. In such a case, an amendment of the Terms and Conditions shall become effective for the User on the date of entry of amendments into force.
- 6. In the event of an amendment to the Terms and Conditions due to the introduction of new services to which the provisions of the Terms and Conditions will apply, new types of Orders or new functionalities of the Website, new categories of Participation Units sold by the Fund, a change of the name of the Terms and Conditions, a change of the name of the Website, a change of Internet addresses and e-mail addresses specified in the Terms and Conditions, as well as a change in the names of the Fund or Sub-Funds or the company or data regarding the Company or the Transfer Agent, if the amendment to the Terms and Coligations of the User or TFI PZU SA, TFI PZU SA shall inform the User about such a change in the manner described in clause 2. The amended Terms and Conditions shall be effective from the moment of the introduction, and clauses 3-5 shall not apply.
- 7. In the event of an amendment to Appendix No. 1 or Appendix No. 2 to the Terms and Conditions, TFI PZU SA shall inform the User about such amendment in the manner described in clause 2. The amended Appendix shall be effective from the moment of its introduction, and clauses 2a-5 shall not apply.
- 8. A change in the current list of Sub-Funds available via the Website shall not constitute an amendment to the Terms and Conditions.

#### Termination of the Agreement

§ 18.

- The Agreement shall terminate in the case of:
   1) lack of the User's consent to the amendment to the Terms and Conditions, in accordance with Article § 17 clauses 3-4;
  - 2) notice of termination given by the User, in accordance with clause 2;
  - a) notice of termination given by the Company, in accordance with clause 3;
  - 4) expiry of the period of 90 days from the date of execution of the Redemption Order for the last Participation Units registered in the inPZU Register, the PZU FIO Parasolowy Register, the PZU Sejf+ Register, the IKZE Register, the IKE Register, the PPE Register or the PPO Register, if the Participation Units were not purchased in the inPZU Register, PZU FIO Parasolowy Register, IKZE Register, IKE Register, PPE Register or PPO Register, and the User is not a PPK Participant;
  - 5) closing of the last PPK Account, if the User does not have Participation Units of the inPZU Fund.
- 2. The User, through the Distributor, may submit a request for cancelling the access to the Website or may give a notice of termination of the Agreement with a 1-month notice period. Together with the declaration of termination, the User may submit a request for immediate blocking of access to the Service. The provision of Paragraph 17 clause 4 shall apply accordingly.
- 3. The Company may terminate the Agreement only if at least one of the following important reasons occurs:
  - liquidation of the Fund or all Sub-Funds made available in the Service;
     amendment to the Statute of the Fund preventing the Company
  - from providing the Service;

- 3) declaration of bankruptcy or opening of liquidation of the Company;
- discontinuation of the Service, in particular due to a permanent lack of access to the ICT system provided and maintained by the Transfer Agent for the Company;
- 5) amendment to generally applicable laws governing the Service or the functioning of the Fund or products offered by the Fund as part of the Service or affecting the performance of the Agreement or the Terms and Conditions, if as a result of such amendments the Company will have to discontinue the provision of the Service;
- 6) a change or issuance of new court decisions, decisions of administration authorities, suggestions or recommendations of authorised bodies, in particular the Polish Financial Supervision Authority and the Office of Competition and Consumer Protection, within the scope related to the performance of the Agreement or the Terms and Conditions, if as a result of such changes the Company will have to discontinue the provision of the Service;
- detection by the Company of actions taken by the User on the Website that are contrary to the law or the Terms and Conditions;
- occurrence of a justified suspicion of a connection of the User's funds with money laundering or terrorism financing, or of the User's funds originating from another crime, on the terms set out in the Anti-Money Laundering Act;

subject to a 1-month notice period, and in the case referred to in item 7 or in Paragraph 13 clause 2, with immediate effect.

4. Termination of the Agreement shall not result in the redemption of the Participation Units recorded in the Register or in a loss of the Participant's status. In such a case, Orders concerning those Participation Units shall be placed in the manner specified in Paragraph 9 clause 12 or in Paragraph 9a clause 7.

#### Correspondence

#### § 19.

- 1. The Company shall provide the User with information resulting from the performance of the Agreement and resulting from the implementation of agreements for products serviced on the Website, in particular information with confirmation of the submission and execution of Orders, as well as Tax information, if the User so wished, to the e-mail address dedicated to operations performed on the Website, or to the mailing address dedicated to operations performed on the Website, or via the Website, if the Website allows it, subject to the remaining provisions of the Terms and Conditions and taking into account the requirements resulting from the law, including the obligation to provide information on a Durable Medium.
- 2. The User shall check on an ongoing basis the information made available to the User via the Website. It shall be assumed that the User has read such information at the time it was made available. The information provided to the Website Representative shall be considered to be provided to the User.
- 3. The Company reserves the right to send to the User to its mailing address dedicated to the operations performed in the Website notifications regarding incorrect performance of the Agreement or resulting from the requirements imposed by the law.
- 3a. If the correspondence referred to in Paragraph 5a and Paragraph 17 clause 2, is sent to the User's mailing address, it shall be sent by unregistered mail (ordinary letter), and the correspondence referred to in Paragraph 16 clause 9, shall be sent by registered mail (registered letter).
- 4. The Company shall not be liable for losses incurred by the User, resulting from a failure to collect in due time the correspondence sent to the User in the manner referred to in clauses 1-3.

#### **Final provisions**

 Investments in Fund Participation Units involve risks. Neither the Fund nor TFI PZU SA guarantees the accomplishment of the investment objectives or the achievement of a specific investment performance. Participants must be aware that they may lose at least a part of the funds paid. The individual rate of return on investment in Participation Units depends on the value of the Unit at the time of its sale and redemption by the Fund and on the amount of capital gains tax. The past investment performance of the Sub-Funds is not a guarantee of achieving similar results in the future. A detailed description of risk factors is included in the Prospectus.

**ξ 20.** 

- 2. The Website contains content protected by copyright, industrial property law and intangible goods protected by intellectual property law. All content presented on the Website, in particular graphics, trademarks, logos, icons, photos, videos and other content, may not be reproduced or distributed in any form and in any way.
- 3. The governing law which constitutes the basis of the relations of the Funds and the Company with the User before the conclusion of the distance Agreement and the law applicable to the conclusion and performance of the Agreement shall be the Polish law.
- 4. The language in the relations of the Fund and the Company with the User shall be the Polish language.
- Information on the processing of personal data of Users who are natural persons can be found on the Website, in the "My Account" / "Data" / "GDPR Declarations" tab.
- 6. Pursuant to Article 40 clause 6 item 2 of the Act on Consumer Rights of 30 May 2014, the Participant shall not be entitled to withdraw from the Fund participation agreement, however, the Participant shall have the right to request the redemption of Participation Units at any time, with the proviso that the redemption of the Participation Units of the PPK inPZU Fund shall be possible only on the terms set out in the PPK Act and the PPK Maintenance Agreement, and the redemption of Participation Units from the IKE Register or from the IKZE Register shall be possible only on the terms set out in the relevant IKZE or IKE Agreement, and the redemption of Participation Units from PPE shall be possible only on the terms specified in the agreement on making contributions to the investment fund.
- Records of Orders placed via the Website shall be kept for the period required by law.
- Any matters not provided for in the Terms and Conditions shall be governed by the provisions of the Prospectus and the Statute of the Fund, and in the case of participation in PPK, also the PPK Maintenance Agreement.
- 9. TFI PZU SA is regulated by the Polish Financial Supervision Authority.

Terms and Conditions effective as from 14 September 2018, with amendments effective as from 24 September 2018, 4 March 2019, 16 May 2019, 2 August 2019, 18 November 2019, 14 January 2020, 22 January 2020, 15 July 2020, 12 November 2020, 31 March 2021, 10 January 2022, 7 March 2022, 16 August 2022, 21 November 2022, 1 March 2023, 13 March 2023, 31 March 2023, 2 October 2023,

- 9 November 2023, 15 December 2023, 22 January 2024,
- 6 March 2024, 9 April 2024, 23 May 2024, 1 July 2024,
- 7 August 2024, 9 October 2024, 31 October 2024,
- 9 December 2024, 6 May 2025, July 2025 and 28 August 2025.

#### MODEL PORTFOLIOS AVAILABLE UNDER THE "PZU MODEL PORTFOLIOS" SCHEME

As part of the "PZU Model Portfolios" Scheme, five Model Portfolios are available to choose from 28 August 2025, with the Model Allocation presented in the table (Table 6) below:

#### Tabela 6

											Fu	nd Na	me									
		inPZU Inwestycji Ostrożnych Obligacje Krótkoterminowe <sup>1</sup>	inPZU Polskie Obligacje Skarbowe <sup>2</sup>	inPZU Obligacje Skarbowe Rynków Rozwiniętych <sup>3</sup>	InPZU Obligacje Rynków Wschodzących	inPZU Obligacje Skarbowe Amerykańskie <sup>4</sup>	inPZU Zielone Obligacje	inPZU Obligacje Korporacyjne High Yield	inPZU Akcje Polskie	inPZU Akcje Rynków Rozwiniętych	inPZU Akcje Polskie Małych i Średnich Spółek $^{\rm 5}$	inPZU Akcje Amerykańskie	inPZU Akcje Rynków Wschodzących	inPZU Akcje Europejskie	inPZU Akcje Sektora Nieruchomości	inPZU Akcje Sektora Informatycznego	inPZU Akcje Sektora Zielonej Energii	inPZU Akcje Rynku Złota	inPZU Akcje Rynku Surowców	inPZU Złoto <sup>6</sup>	inPZU Akcje Sektora Cyberbezpieczeństwa	inPZU Akcje Sektora Technologii Kosmicznych
olo	OBLIGACYJNY	30%	35%	15%	10%		10%															
e ort	OBLIGACYJNY GLOBALNY	10%		30%	20%	15%	15%	10%														
el port name	ZRÓWNOWAŻONY		30%			10%		10%		15%	5%					5%	10%	10%			5%	
Model portfolio name	AKCYJNY ZDYWERSYFIKOWANY								15%			15%		15%	15%	15%	10%		5%	5%		5%
Σ	AKCYJNY DYNAMICZNY									15%		15%	15%			10%	10%			15%	10%	10%

As part of the "PZU Model Portfolios" Scheme, eight Model Portfolios were available to choose from 2 October 2023 up to 27 August 2025, with the Model Allocation presented in the table (Table 7) below:

#### Tabela 7

												Fund	Name										
		inPZU Inwestycji Ostrožnych Obligacje Krótkoterminowe <sup>1</sup>	inPZU Polskie Obligacje Skarbowe <sup>2</sup>	inPZU Obligacje Skarbowe Rynków Rozwiniętych <sup>3</sup>	InPZU Obligacje Rynków Wschodzących	inPZU Obligacje Skarbowe Amerykańskie4	inPZU Zielone Obligacje	inPZU Obligacje Korporacyjne High Yield	inPZU Akcje Polskie	inPZU Akcje Rynków Rozwiniętych	inPZU Akcje Polskie Małych i Średnich Spółek⁵	in PZU Akcje Amerykańskie	inPZU Akcje Rynków Wschodzących	inPZU Akcje Europejskie	inPZU Akcje Sektora Nieruchomości	inPZU Akcje Sektora Informatycznego	inPZU Akcje Sektora Zielonej Energii	inPZU Akcje Rynku Złota	inPZU Akcje Rynku Surowców	inPZU Złoto <sup>6</sup>	inPZU Akcje Sektora Cyberbezpieczeństwa	inPZU Akcje Sektora Technologii Kosmicznych	inPZU Bitcoin <sup>7</sup>
	OBLIGACYJNY	30%	35%	15%	10%		10%																
0	OBLIGACYJNY GLOBALNY	10%		30%	20%	15%	15%	10%															
Model portfolio name	STABILNEGO WZROSTU	25%		15%	15%	10%	10%		5%	10%					5%								5%
el port name	ZRÓWNOWAŻONY		30%			10%		10%		15%	5%					5%	10%	10%			5%		
lel p	AKCYJNY ZDYWERSYFIKOWANY								15%			15%		15%	15%	15%	10%		5%	5%		5%	
lod	AKCYJNY DYNAMICZNY									15%		15%	15%			10%	10%			15%	10%	10%	
~	AKCYJNY SUROWCOWY									10%			15%				10%	20%	30%				15%
	AKCYJNY GLOBALNY									15%	15%	15%	15%	15%				10%	10%				5%

- <sup>1</sup> former name inPZU Inwestycji Ostrożnych
   <sup>2</sup> former name inPZU Obligacje Polskie
   <sup>3</sup> former name inPZU Obligacje Rynków Rozwiniętych
   <sup>4</sup> former name inPZU Obligacje Inflacyjne

<sup>5</sup> former name inPZU Akcje CEEplus
 <sup>6</sup> former name inPZU Akcje Sektora Biotechnologii
 <sup>7</sup> former name inPZU Akcje Sektora Zrównoważonej Gospodarki Wodnej

As part of the "PZU Model Portfolios" Scheme, eight Model Portfolios were available to choose from 13 March 2023 up to 2 October 2023, with the Model Allocation presented in the table (Table 8) below:

#### Tabela 8

									Fund	name							
		inPZU Inwestycji Ostrożnych Obligacje Krótkoterminowe <sup>1</sup>	inPZU Polskie Obligacje Skarbowe <sup>2</sup>	inPZU Obligacje Skarbowe Rynków Rozwiniętych <sup>3</sup>	InPZU Obligacje Rynków Wschodzących	inPZU Obligacje Skarbowe Amerykańskie4	inPZU Akcje Polskie	inPZU Akcje Rynków Rozwiniętych	inPZU Akcje Polskie Małych i Średnich Spółek $^{\rm S}$	inPZU Akcje Amerykańskie	inPZU Akcje Rynków Wschodzących	inPZU Akcje Europejskie	inPZU Akcje Sektora Nieruchomości	inPZU Akcje Sektora Informatycznego	inPZU Akcje Sektora Zielonej Energii	inPZU Akcje Rynku Złota	inPZU Akcje Rynku Surowców
υ	OBLIGACYJNY	30%	40%	20%	10%												
am	OBLIGACYJNY GLOBALNY	10%	20%	30%	20%	20%											
0	STABILNEGO WZROSTU	25%		15%	20%	15%	10%						10%		5%		
foli	ZRÓWNOWAŻONY		30%			20%			15%				10%	5%	10%	10%	
Port	AKCYJNY ZDYWERSYFIKOWANY						20%			15%		20%	15%	15%	10%		5%
e E	AKCYJNY DYNAMICZNY						10%	20%		15%	15%	5%		20%	15%		
Model Portfolio name	AKCYJNY SUROWCOWY							10%	15%		15%				10%	20%	30%
	AKCYJNY GLOBALNY							15%	15%	20%	15%	15%				10%	10%

As part of the "PZU Model Portfolios" Scheme, six Model Portfolios were available to choose from up till 13 March 2023, with the Model Allocation presented in the table (Table 9) below:

#### Tabela 9

				F	und nam	ne		
		inPZU Inwestycji Ostrożnych Obligacje Krótkoterminowe <sup>1</sup>	inPZU Polskie Obligacje Skarbowe <sup>2</sup>	inPZU Obligacje Skarbowe Rynków Rozwiniętych <sup>3</sup>	in PZU Obligacje Rynków Wschodzących	inPZU Obligacje Skarbowe Amerykańskie <sup>4</sup>	inPZU Akcje Polskie	inPZU Akcje Rynków Rozwiniętych
0	inPortfel 1	100%						
Model Portfolio name	inPortfel 2	70%	30%					
el Portf name	inPortfel 3	30%	70%					
el F na	inPortfel 4		40%	30%	30%			
lod	inPortfel 5		20%	20%	20%			40%
~	inPortfel 6		20%	10%			30%	40%

PZU)

 <sup>&</sup>lt;sup>1</sup> former name inPZU Inwestycji Ostrożnych
 <sup>2</sup> former name inPZU Obligacje Polskie
 <sup>3</sup> former name inPZU Obligacje Rynków Rozwiniętych
 <sup>4</sup> former name inPZU Obligacje Inflacyjne
 <sup>5</sup> former name inPZU Akcje CEEplus

#### **IT SECURITY RULES FOR USING inPZU WEBSITE**

#### **Security rules**

#### § 1.

- 1. The User shall verify the correctness of the Internet address of the Website before logging in to the Website. The Internet address of the Website is https://inpzu.pl
- 2. The User shall check whether the connection to the Website is encrypted. The web browser may signal this in the following manner:
  - 1) by displaying a closed padlock next to the address or the word "Secure",
  - 2) by displaying https:// at the beginning of the address,
  - by not displaying the crossed out <a href="https://">https://</a> at the beginning of the address.
- The User shall verify the correctness of the certificate used to encrypt the connection with the Website. The User shall check that:
  - 1) the certificate validity date is not exceeded,
  - the certificate was issued for the website with the following address: https://inpzu.pl,
  - 3) The issuer of the certificate with serial number 27:A1:1B:18:86:7F:78:0D:7B:23:9D:A5:FA:10:6C:ED is Certum Extended Validation CA SHA2.
- 4. The User shall not open the Website page from the link provided by the Internet search engine. The User should enter it manually or select it from the so-called favourites. The User should not add to favourites a link to the Website returned by the Internet search engine.
- After logging into the Website, the User shall check the status of the last successful and unsuccessful login. If the User notices logins that are unknown to the User, the User shall report this fact by phone to the CSC.
- With regard to the Login, Friendly Login, Password and SMS Codes, the User shall:
  - 1) store them in a manner that prevents disclosure to third parties,
  - 2) not disclose them to third parties,
  - in the case of the Password and the Friendly Login, change them immediately if they were disclosed to third parties or if third parties might have acquired them,
  - 4) protect access to devices on which the User receives SMS Codes and reminded Login.
- 7. If the Login is forgotten or lost, the User shall report the need to recover the Login in the manner specified in Article 14 of the Terms and Conditions. In order to remind the Login, it is necessary for the User to provide selected personal or address data of the User. The Login shall be sent after successful data verification. The Login shall be sent to the User to the telephone number and e-mail address dedicated to operations performed on the Website.
- 8. The Website never asks for more than one SMS Code when confirming one Order.
- 9. The User who identifies any irregularities in the appearance or functioning of the Website shall report this fact in the manner specified in Article 14 of the Terms and Conditions.
- 10. It is recommended that the Password be changed by the User at least every 30 days. For the User's security, the Company may require the User to periodically change the Password, or otherwise the existing Password shall expire. The password must meet the minimum complexity requirements imposed by the Website, assuming that they will not be weaker than: password length of at least 12 characters, including at least one uppercase letter, one lowercase letter, one digit and one special character.
- 11. The User should be aware of and remember about the significant risk of using untrusted Wi-Fi networks (e.g. unsecured hotspots,

Wi-Fi networks available in shopping malls, restaurants, airports and hotels) when connecting to the Website. The User should be aware of and remember about the significant risk resulting from using the functionality of remembering passwords and autocomplete forms in a web browser.

- 12. The User shall pay attention to suspicious e-mail messages which contain attachments from unknown senders. Such attachments can place a virus on a User's device or allow to take control over it. For security reasons, such messages and attachments should not be opened. Messages asking for a Login, Friendly Login, Password or SMS Codes are particularly suspicious and should not be responded to.
- 13. The User should not install software from unknown sources on his/her device because such software may be used to infect the User's device or allow to take control over the device.
- 14. The rules concerning the User shall apply accordingly to the Website Representative.

#### Technical requirements

- § 2.
   1. The connection with the Website is made using a secure protocol for secure encrypted transmission of data stream – the TLS protocol version 1.2 based on the SSL protocol (2048 bit key).
- The device used to connect to the Website (including a computer, tablet, mobile phone) shall meet the following requirements:
   it shall have legitimate system software installed,
  - it shall have a legitimate system solution instance,
     it shall have a legitimate anti-virus system with the latest version of virus definitions and updates,
  - the User shall have access to the Internet not slower than 512 kb/s,
  - it shall have a firewall configured to prevent access to the device from the Internet by third parties,
  - it shall have all available security patches and updates for the operating system of the device and the web browser installed,
  - 6) it shall have an installed web browser: Mozilla Firefox version minimum 127.0 or Google Chrome version minimum 121.0 or Microsoft Edge version minimum 124.0 or Safari version minimum 15 or Samsung Internet Browser,
  - 7) it shall have allowed communication using the https protocol,
  - it shall have the cookie acceptance function enabled and Java Script activated in the web browser,
  - it shall have the function of accepting pop-up windows enabled in the web browser for the following Internet: address https://inpzu.pl,
  - 10) it shall have software that can read PDF files Adobe Acrobat Reader version 11.0 or later,
  - computer/processor: computer with a 1 GHz or faster processor and at least 512 MB memory,
  - 12) it shall support a resolution of at least 1024x768 points in at least 256 colours.
- 3. Hardware requirements related to identity verification using the Video Verification method on the Website:
  - for desktop devices: the device should have access to the Internet and a webcam/camera with which photos will be taken to perform Video Verification. The minimum parameters of a webcam/camera are Full HD resolution and optimally lit room where the photo is taken;
  - 2) for mobile devices: the device should have access to the Internet and a webcam/camera with which photos will be taken to perform Video Verification. The recommended value is 5 megapixels, the minimum value is 3 megapixels.