

Financial Supervision Authority

Regulatory Filing No. 24/2023

Rzeszów, September 6, 2023

Signing of the loan agreement

The Management Board of Asseco Poland S.A. (hereinafter referred to as the "Company") informs that on 6 September 2023 the Company and Powszechna Kasa Oszczędności Bank Polski S.A. ("Bank") have entered into the facility agreement (the "Agreement") pursuant to which a term facility ("Facility") will be made available to the Company.

The Facility will be made available in the maximum amount up to PLN 1,000,000,000.00 (in words: one billion zloty 00/100) and it will be used to finance the purchase of treasury shares under the public invitation to the sale of shares referred to in current report No. 23/2023 ("Invitation"). The Company indicates that in accordance with the Agreement, the purchase of treasury shares will be financed also from the Company's own funds, in the amount not lower than 20% of the amount of the Facility.

Pursuant to the Agreement, the Company is obligated to repay the Facility funds together with interest and other amounts due under the terms of the Agreement, with the final repayment of funds to be made by 6 September 2028. The Facility will be repaid in monthly instalments, with the last instalment corresponding to 50% of the utilized amount of the Facility.

The Facility may be converted into EUR up to a maximum value of 30% of the amount of the Facility made available. The interest rate on the Facility will be determined based on WIBOR (for the Facility utilized in PLN) and/or EURIBOR (for the Facility utilized in EUR) increased by the margin.

The Company's obligations under the Agreement are secured by the Company's statement of voluntary submission to execution under Article 777 of the Code of Civil Procedure, however, the Bank may request additional collateral under the conditions specified in the Agreement.

Pursuant to the Agreement, the Bank may reduce the amount of the Facility granted or terminate the Agreement in whole or in part and demand the repayment of the Facility, in the event of, in particular,

- a change of control with respect to the Company, defined as an event or series of events as a result of which any person or persons acting in concert control more than 33 per cent. of the voting rights at a general meeting of the Company,
- if the Leverage Ratio (calculated in accordance with the Agreement) is greater than or equal to 3.0x, and the Company, makes, without the Bank's prior written consent, a payment of dividend, payment of advance dividend or redemption shares for cash consideration payable to a shareholder,
- if the Leverage Ratio referred to in above achieves or exceeds 3.0x, due to the payment of dividends or advances or the redemption of shares for cash consideration, for which the Bank did not grant its consent.

Legal basis:

Article 17 of the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC