

APPLICATION FORM FOR INDIVIDUAL EXPORT CONTRACT INSURANCE

Supplier's credit

Attention:

- 1) Before filling in this application form please read the notes on page 8.
- 2) Unless otherwise defined in this application, capitalized terms used in this application (including appendices) shall have the meaning as defined in the General Terms and Conditions of Export Contract Insurance Guaranteed by the State Treasury, the individual policy, supplier's credit, approved under Resolution of the Management Board of KUKE S.A. No. 138/IN/P/2022 of 20th July 2022 which shall apply to the supplier's credit insurance agreement concluded on the basis of this application.
- 3) You may enclose to this form financial statements of the Debtor (guarantor/surety/other Security Provider) for the last 3 years. Please do not enclose to this form any Contract, purchase of receivables agreements, Security documents and any other export documentation, it should be provided only on KUKE's request.
- 4) While concluding the Insurance Agreement the applicant is requested to submit the following documents:
 - a) Applicant's declaration on bribery,
 - b) Applicant's declaration on congruency of the Contract with international law, law of the European Union, OECD regulations, and law of the Republic of Poland, including on congruency with decisions and regulations concerning restrictive measures and other sanctions related regulations,
 - c) Applicant's declaration concerning the domestic origin of a product or service exported within the Contract,
- 5) The Applicant is requested to prove and document (at the time of placing the Indemnity Claim at the latest) to be in compliance with requirements of the Act and with the requirements of secondary legislation adopted pursuant to this Act, in particular in connection with the domestic origin of a product or service exported within the Contract – according to the mentioned above regulations.

A. APPLICANT

If the Applicant fills this form on behalf of the Exporter, or Exporters, or represents a consortium of the Exporters, please provide below name and address of the Exporter, entities forming the consortium and its leader

Full name

Address (Street, No.)

Address (Postcode, Place)

Register No.

REGON No. (only for Polish companies)

KRS No. (only for Polish companies)

Website

Person in charge

Telephone

E-mail

B. DATA REFERRING TO THE CONTRACT

I. Importer / Debtor

If the Debtor is a different entity than the Importer, please provide details of both the Debtor and the Importer

Full name

Address (Street, No.)

Address (Postcode, Place)

Register No.

REGON No. (only for Polish companies)

KRS No. (only for Polish companies)

Website

Person in charge

Telephone

E-mail

Importer / Debtor's legal status Public Private

Importer / Debtor's rating assigned by a credit rating agency

Is any of the Exporter, or non-Exporter consortium member, involved in the capital of the company of the Importer / Debtor and/or has significant influence on managing it? Yes No

If **YES**, please specify in the separate appendix.

Information concerning an ultimate beneficial owner – UBO of the Importer / Debtor / Security Providers / project sponsors, if exist

Full name of the person(s) being UBO:	Nationality	Percentage of shares held directly or indirectly

II. Description of the Contract¹

III. Exporter's position in the Contract Main contractor Sub-contractor

Terms of settlements with the main contractor

IV. Contract value

		Amounts in (currency)
1.	Payments made before starting point of credit (down payment)	
2.	Value of the Contract to be financed with Supplier's Credit	
3.	Contract value (1+2)	

Date of down payment

¹. Please provide information about the place of delivery, or registered office of the Importer in case of services.

V. Exporter's significant sub-contractors (more than 10% of the Contract value):

No.	Sub-contractor (Specify country of origin)	Type of goods / services	Conditions and terms of payments for sub-contractors	Value (in the contractual currency)
Total				

VI. Main terms of the performance of the export contract

Documents confirming the fulfilment by the Exporter of contractual obligations (documents determined in the export contract confirming receiving and acceptance by the Debtor of the goods delivered and/or services performed):

Terms of delivery according to INCOTERMS 2010 / 2020

Contract breakdown (in the contractual currency)

		Export value			
		Contract value			
		Value of Polish domestic elements	Value of foreign elements		
			Third countries's part	Local part	
1.	Research, engineering works				
2.	Technical supervision				
3.	Deliveries of goods				
4.	Assembly				
5.	Construction works				
6.	After sale service				
7.	Transportation				
8.	Cargo insurance				
9.	Other insurance				
10.	Other (e.g. obligatory charges)				
Total					

- Please fill in the table above as detailed as possible. You can add any additional elements of the Contract (which are not listed above) in the appendix.
- Please provide information on exchange rates, raw material purchase prices or trade offers taken into account while completing the table above.

Value of the net revenues from performance of the Contract (in the Contract currency)²

Did third parties, such as agents, act on behalf of Exporter in connection with the Contract? Yes No

Expected date of accomplishment by Exporter of all obligations arising under the Contract (delivery date, commissioning date etc.)

VII. Terms of payment agreed in the Contract

Repayment period of _____ years,
 payable in _____ (frequency – monthly, quarterly, half-yearly) capital installments
 and _____ (frequency) interest installments.

Repayment of the first capital installment will be executed not later than _____ months from the starting point of credit.

After stipulation of the final schedule of repayment of receivables but not later than before concluding an insurance agreement, specify final schedule prepared as follows:

Installment no.	Principal amount (capital)	Interest	Total (principal amount + interest)	Payment date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
Total				

Interest calculated according to the interest rate fixed, in the amount of _____ % p.a.
variable, in the amount of _____ % p.a.

2. providing the value of net revenues from the Contract is necessary for calculation of the Polish national content of products or services exported within the Contract

VIII. Repayment collaterals under the Contract (if necessary, please describe in the appendix how the collateral works)

No.	Type of collateral	Value	Date of issuing (ex. before delivery)	Date of validity	Entity issuing collateral (name, legal status, phone, fax)
1					
2					
3					
3					
5					
6					
7					
Total					

IX. Bonds to the benefit of the Importer

Type of bond	Entity issuing bond	Value in bond currency	Validity date	
			From	To
bid bond				
advance payment bond				
performance bond				
other (specify)				

X. Export Contract status

International tender Yes No

If **YES**, please specify the final date for filing the offer

Conditions proposed by foreign competitors (if known)

Contract concluded Yes No

If **YES**, please specify No. of the Contract and date of its signing

Contract entered into force Yes No

If **YES**, please specify date of entering into force of the Contract

Conditions for the entry into force of the Contract

XI. Clauses in the Contract

Penalties in the event of improper performance of the Contract (contractual penalty, etc.):

Clauses regarding the performance /good performance of the Contract (manufacturer's warranty, warranty, retention of a part of the payment, etc.):

Dispute resolution clauses:

Other significant clauses (force majeure, monitoring and information covenants, etc.)

Language of the Contract

Law applicable to the Contract

Court appointed to adjust the disputes between the parties

XII.	Does the Contract comply with international law, law of the European Union, OECD regulations, and law of the Republic of Poland, including with decisions and regulations concerning restrictive measures and other sanctions related regulations?	Yes	No
XIII.	Has the Contract been (or will be) concluded with or at the benefit of person, entity, or body mentioned on the list of persons, entities and bodies subject to financial sanctions published by the European Union?	Yes	No
XIV.	Are any goods / services to be delivered / performed under the Contract prohibited or subject to any authorisation of the competent authorities for the delivery, transfer or technical assistance according to the law of the European Union or law of the Republic of Poland?	Yes	No
XV.	Does the Exporter possess the authorisation, referred to in point XIV, issued by the competent Ministry?	Yes	No
XVI.	Has the Contract been (or will be) concluded as a result of deeds stipulated in article 229, article 230a, and article 296 of the Polish Penal Code, as a result of bribery of foreign and domestic public officials, prohibited under laws of any country, or as a result of other illegal acts of similar character?	Yes	No
XVII.	Is the Applicant or anyone acting on his behalf during the process leading to the conclusion of the Contract listed on the publicly available debarment lists of the following international financial institutions: World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, and the Inter-American Development Bank?	Yes	No
XVIII.	Is the Applicant or anyone acting on his behalf during the process leading to the conclusion of the Contract currently under charge in any court for violation of laws against bribery or other illegal acts of similar character?	Yes	No

XIX. Has the Applicant or anyone acting on his behalf during the process leading to the conclusion of the Contract been, within a five-year period preceding this declaration, convicted for violation of laws against bribery or other acts of similar character in any court, subject to equivalent measures, or found as part of a publicly-available arbitral award to have engaged in bribery? Yes No

C. REQUIRED SCOPE OF INSURANCE COVER

I.	Public Debtor	political risk	Private Debtor	political risk commercial risk political and commercial risks
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II. Required value of Insurance Cover (in the currency of the Contract)

Total

- w tym:
- a) principal amount (capital)
 - b) interest on principal amount
 - c) other

(please specify)

III. Required percentage of Insurance Cover

Decision on concluding the Insurance Agreement will be taken basing on this application as well as documents and explanations provided in connection with it in written form and in e-mail. Any information on change and alterations of the data contained in this application should be provided to KUKE without delay.

Place and date

Applicant's signature

Appendices to the application for individual supplier's credit insurance:

Questionnaire on environmental impact with the Exporter's declaration concerning the environmental impact of the project

CONSENT TO SHARING INFORMATION COVERED BY INSURANCE SECRECY CONCERNING A SPECIFIC INDIVIDUAL EXPORT CREDIT INSURANCE AGREEMENT (SUPPLIER'S CREDIT) CLAUSE

Information covered by insurance secrecy in accordance with the Act on Insurance and Reinsurance Activity of 11 September 2015 concerning individual export contract insurance agreements (supplier's credit) guaranteed by the State Treasury may be shared with:

- 1) the Export Insurance Policy Committee (Komitet Polityki Ubezpieczeń Eksportowych, „KPUE”) on the basis of the Act on Export Insurance Guaranteed by the State Treasury of 7 July 1994 (or the Act replacing the aforementioned Act, regulating the terms and conditions of carrying on business under the Polish export insurance system with state support),
- 2) bodies and employees of state administration, on the basis of laws, resolutions and other sources of mandatory legal regulations,
- 3) relevant bodies of the EU and OECD,
- 4) export credit agencies from other countries for the purpose of risk reinsurance and as part of the exchange of information and obligations under the OECD Arrangement, the OECD Recommendation, and KUKE's participation in Berne Union,
- 5) entities from Polish Development Fund and the supervising entities of KUKE with regard to insurance guaranteed by the State Treasury (i.e. the minister competent for economy)

in so far as such a transfer is necessary and limited to the actual need, in connection with KUKE's activities under the Act on Export Credits Guaranteed by the State Treasury of 7 July 1994 (or the Act replacing the aforementioned Act) or in connection with legal provisions which oblige KUKE to provide certain information.

I declare that I have read the above information clause relating to the provision of information covered by insurance secrecy concerning each individual export contract insurance agreement (supplier's credit) guaranteed by the State Treasury and agree to the sharing of the above information.

Place and date

Applicant's signature

Notes
Referring to:

B I. Debtor (borrower)

By assigning Debtor's legal status the following definition of the public Debtor should be taken into consideration: any entity which, in whatever form, represents public authority and which cannot, either judicially or administratively, be declared insolvent, shall be considered as public Debtor. This may either be a sovereign Debtor, i.e. an entity which represents the full faith and credit of the state (e.g. the Ministry of Finance or the Central Bank) or any other subordinate public entity, such as regional, municipal or parastatal authorities or other public institutions. Any Debtor which is not public, according to aforementioned criteria, shall be considered as private.

B II. Description of the Contract

Please provide information on: goods and/or services delivered by the Exporter – the goods should be specified by name, quantity, general technical data. The scope of Exporter's contractual responsibility (e.g. delivery & trade terms, assembly, turn-key projects), localization of the investment and data enabling its identification. Indicate if the exported goods are new or used. In case of used goods, please refer to Contract stipulations or other conditions agreed with the Importer.

B IV.3. Contract breakdown

Contract value – as in point B.IV. Export value is the total amount to be paid by the Importer/Debtor for exported goods and/or services, excluding Local Costs in Importer's country.

Column „Value of Polish domestic elements” should include the following information:

- 1) manufacturing costs or purchase price within the meaning of the Act on accounting of 29 September 1994 (Journal of Laws of 2021, item 217, as amended) other than listed in “Value of foreign elements: third countries’ part” and Value of foreign elements: Local part” columns,
- 2) purchase costs of raw materials or semi-finished products not mined or manufactured on the territory of the Republic of Poland or the equivalents of which mined or manufactured on the territory of the Republic of Poland do not correspond to the parameters specified in the Contract, incurred by the Exporter in connection with the Contract.

Column „Value of foreign elements, Third countries’ part” includes manufacturing costs or purchase price within the meaning of the Act on accounting of 29 September 1994, incurred by the Exporter in connection with the Contract for the benefit of:

- 1) suppliers and service providers being legal persons or entities without legal personality, with registered offices outside the Republic of Poland and Importer's country,
- 2) employees suppliers and service providers being natural persons - non-residents of the Republic of Poland and the Importer's country,
- 3) public authorities of foreign states other than of the importer's country.

Column „Value of foreign elements, local part” includes:

- 1) manufacturing costs or purchase price within the meaning of the Act on accounting of 29 September 1994 (Journal of Laws of 2021, item 217, as amended), incurred by the Exporter in connection with the Contract for the benefit of:
 - a. suppliers and service providers being legal persons or entities without legal personality, with registered offices in the Importer's country,
 - b. employees, suppliers and service providers being natural persons - residents of the Importer's country,
 - c. public authorities of the Importer's country, or
- 2) the amount of Local Costs incurred outside of the Contract in connection with the execution of the project, in case the Contract is a part of that project.

B VII. Terms of payment of the Receivables

Starting point of credit is in principle not later than date of accomplishment by the Exporter/Consortium its contractual obligations (delivery date, commissioning date etc.). Requirements related to latest starting point of credit are stipulated in The Arrangement on Officially Supported Export Credits – current text is available at: <https://www.oecd.org/trade/topics/export-credits/arrangement-and-sector-understandings/>. In principle the repayment profile should provide for: equal capital installments, interest calculation during repayment period on outstanding capital amount (decreasing interest installment), payment of both capital and interest installments not less frequently than half-yearly, payment of first capital installment not later than 6 months after the starting point of credit. In case of other repayment profile, additional explanation is necessary.

INFORMATION ON THE PROCESSING OF PERSONAL DATA

The Controller and Controller Contact Details

The Controller of personal data is KUKE S.A. with its registered office in Warsaw, at ul. Krucza 50, 00-025 Warsaw, hereinafter referred to as the "Controller". Contact with the Controller is possible via email: odo@kuke.com.pl or in writing to the address of the registered office provided above.

Aim and Grounds for Data Processing

Your personal data can be processed for the following purposes:

- Necessary to execute the Agreement concluded with you or to take the actions requested by you before the conclusion of the Agreement (legal grounds: Article 6.1(b) of the GDPR), in particular to:
 - Prepare an offer, carry out insurance risk assessment, calculate the cost of the Agreement, and handle and execute the Agreement;
 - Settle a claim (provided that such has been submitted), including handling a submitted claim, issuing an appropriate decision in the scope of the disbursement of compensation or other benefits – subject to the Agreement and the provisions of the law;
- Fulfil the legal obligations of the Controller resulting from the applicable and binding provisions on the insurance and reinsurance company (legal grounds: Article 6.(c) of the GDPR), particularly to fulfil the obligations concerning carrying out activities, that is: crime prevention and detection, establishing technical insurance provisions for solvency and accounting purposes, including statistical purposes, and determining the percentage utilisation rate laid down in the Budget Law, the limit that total liabilities under export credit insurance guaranteed by the State Treasury cannot exceed, and accounting, subject to the rules on accounting;
- Process applications and complaints, pursue recourse claims resulting from legitimate interests executed by the Controller, including risk reinsurance, take actions related to the prevention of insurance crimes, take possible actions relating to counteracting the disbursement of undue benefits or compensation, carry out customer satisfaction surveys, possibly enforce claims or possibly defend against claims related to the concluded Agreement, information provided to the clients on the insurance products and other financial products offered by KUKE S.A. through the direct marketing of products and services (legal grounds: Article 6.1(f) of the GDPR);
- Direct marketing of own products and services of the Controller, in the event of an Agreement not being concluded or after its termination and in order to convey to KUKE Finance S.A. with its registered office in Warsaw, for the purpose of the direct marketing of the products and services of this company, pursuant to the consents for the processing of personal data for such purposes (legal grounds: Article 6.1(a) of the GDPR).

Should you be an employee or representative of a client/undertaking that is a party to the agreement, the Controller can process your data in order to conclude and execute the Agreement with the company that you represent/which you work for/which you cooperate with, including for the purpose of ongoing contact and confirmation of the instructions and orders made via a dedicated customer website and for the purpose of creating and handling the accounts of the user on a dedicated customer website (legal grounds: Article 6.1(f) of the GDPR).

Storage Period for Data

The data stored in connection with the execution of the Agreement can be processed by us up to the execution of the rights and obligations resulting therefrom, including the claims limitation period, as well as recourse claims. The data processed to fulfil the legal obligations to which the Controller is subject may be processed within the terms laid down in the provisions imposing such obligation(s). The data processed subject to the legitimate interests of the Controller may be processed until the legitimate interests of the Controller constituting the grounds for such processing have been fulfilled or until you raise an objection against such processing, with the exception of the situation when the Controller shall demonstrate the existence of valid legitimate grounds for the processing that take precedence over your interests, rights, and freedoms, or the grounds to establish, exercise, and defend claims.

Rights of the Data Subject

- The right to access personal data and the right to rectify, erase or limit their processing;
- The right to raise an objection to the address of the Controller, particularly against the processing of personal data for direct marketing purposes, including profiling in the scope in which the grounds for the processing of personal data are a premise for the legitimate interests of the Controller;
- The right to withdraw such consent in the scope in which the grounds for the processing of personal data constitutes consent;
- The right to transfer personal data, that is, to receive your personal data from the Controller in a structured, commonly used format in machine readable form (in so far as this shall apply), including also to possibly transfer such data to another data controller;
- The right to lodge a complaint to the supervisory authority (Polish Personal Data Protection Office) handling data protection affairs.

Data Transfers

Your personal data can be transferred to:

- The providers of IT systems and IT services, undertakings providing legal, debt collection, analytical or insurance outsourcing services to the Controller;
- Reinsurers;
- Authorities authorised to receive your data subject to the provisions of the law;
- KUKE Finance S.A. with its registered office in Warsaw.

The Transfer of Data Outside the European Economic Area

Your personal data may, in justified cases, taking into account the requirements laid down in the provisions of the law, be transferred to recipients located in states outside the European Economic Area.

Information on the Requirement to Provide Personal Data

The provision of personal data is voluntary but necessary for the Agreement to be concluded and executed; however, the provision of personal data for marketing purposes is voluntary.