

GETIN Holding S.A.

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District Court in Wrocław, the 6th Commercial Division of the National Court Register

Getin Noble Bank S.A. 07 1560 1108 0000 9060 0038 6802

NIP: 895-16-94-236

Share capital: PLN 731,289,368 (fully paid up)

www.getin.pl**(Current Report No. 09/2016)****06.04.2016****Insider information update**

With reference to the inside information disclosed in Current Report No. 94/2011 ("**Report 94/2011**"), in connection with the contemplated sale transaction of 657,829 shares in Towarzystwo Ubezpieczeń EUROPA S.A., based in Wrocław ("**TU Europa**") to Idea Bank S.A. based in Warsaw, ("**Idea Bank**"), Getin Holding S.A. ("**Issuer**"), hereby reports that on 6 April 2016, it concluded with Talanx International AG based in Hannover, Germany ("**Talanx**") and Meiji Yasuda Life Insurance Company, based in Tokyo, Japan ("**Meiji Yasuda**") (jointly "**Purchasers**") and Idea Bank and Getin Noble Bank S.A., based in Warsaw ("**Getin Noble Bank**") a conditional agreement ("**Agreement to the Transaction Agreement**") concerning partial release of the Issuer from the obligation to lock up Towarzystwo Ubezpieczeń Europa S.A. shares held by the Issuer, under the transaction agreement concluded by the Issuer with Talanx and Meiji Yasuda on 14 December 2011 and reported in detail in Current Report No. 94/2011 ("**Transaction Agreement**").

1. In the Agreement to the Transaction Agreement the Purchasers agreed to the Issuer's disposal of 657,829 TU Europa shares ("**Shares**") to Idea Bank, and in this regard they released the Issuer from the obligation to lock up TU Europa shares under the Transaction Agreement.
2. Under the Agreement to the Transaction Agreement, Idea Bank shall not dispose of the Shares for the period of 5 years starting from the date of purchasing TU Europa shares by the Purchasers under the Transaction Agreement, i.e. 1 June 2012 ("**Initial Lock-Up Period**") and shall assume the obligation not to dispose of the Shares for subsequent 5 years ("**Subsequent Lock-Up Period**") on terms and conditions applicable to the Issuer's corresponding obligation under the Transaction Agreement. Should Idea Bank or the Issuer breach the lock-up obligation in the aforementioned periods in consequence making impossible for Talanx (or any other entity appointed by Talanx) to exercise its right to call option set forth in II.7 and subsequent sections of Current Report 94/2011, the Issuer and Idea Bank shall be jointly and severally liable to pay Talanx the contractual penalty amounting to EUR 50.000.000 under the Transaction Agreement (specified in section II.6 of Current Report 94/2011).
3. According to the Agreement to the Transaction Agreement, the Issuer remains the party to the call- and put-options, as defined in the Transaction Agreement, regarding all 1,563,413 ordinary bearer shares in TU Europa ("**Block of Shares**"), specified in section II.7 et seq. of Current Report 94/2011, in particular the Issuer remains obliged to transfer the entire Block of Shares (including the Shares) as a result of exercising either of the aforementioned options.
4. According to the Agreement to the Transaction Agreement, should the transfer of the Block of Shares, specified in section II.7 et seq. of Current Report 94/2011, from the Bank back to the Issuer and further from the Issuer to the Purchasers in connection with the option appear impossible or

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impracticable (in the opinion of the Purchasers), the Purchasers shall be entitled to demand that the entire Block of Shares including the Shares be sold directly by the Issuer and Getin Noble Bank and Idea Bank (in relation to the Shares), and the Issuer and Getin Noble Bank and Idea Bank will be obliged to sell such TU Europa shares on the terms agreed in the Transaction Agreement. The Issuer guarantees the Bank's compliance with the above obligation under the contractual penalty of EUR 50,000,000 as set out in the Transaction Agreement (specified in section II.6 of Current Report 94/2011).

The Agreement to the Transaction Agreement shall come into force, provided Getin Holding sells the Shares to Idea Bank, on the date of such a transaction.

The Agreement to the Transaction Agreement may be terminated by each of the Buyers in the way of written notice served on each and every party of the Agreement to the Transaction Agreement within period of three months since occurrence of any of the following:

- 1) if the share purchase agreement regarding the Shares is not executed within six months since conclusion of the Agreement to the Transaction Agreement, or
- 2) the transfer of the Shares is not completed within period of twelve months since conclusion of the Agreement to the Transaction Agreement, in accordance with its provisions.

If the Issuer sells the Shares and the Agreement to the Transaction Agreement comes into force, the Issuer shall inform thereof in a separate current report.

Legal basis: Art. 56 (5) of the Act on Public Offering and Conditions of Introducing Financial Instruments to the Organized Public Trading and Public Companies dated 29 July 2005 (Journal of Laws dated 2013, item 1382, as amended).