

Warsaw, February 9, 2026

Dear Sir or Madam,

On behalf of EXATEL S.A., I would like to inform you that in connection with the Ordinance of the Minister of Digital Affairs of 29 September 2025 on complaints about electronic communications services or optional billing services (Journal of Laws of 2025, item 1371), which will enter into force on 14 March 2026, hereinafter referred to as the 'Ordinance', the provisions of the Regulations on the provision of telecommunications services by EXATEL S.A., hereinafter referred to as the 'Regulations', will be amended.

The amendments referred to above are as follows:

1. § 27 item 1 of the Regulations shall read as follows:

"1. The Subscriber shall submit complaints to EXATEL. A complaint may be submitted:
a) in writing – in person during the claimant's visit to EXATEL's registered seat or by mail in the meaning of the Postal Law or by courier to the address of EXATEL's registered seat,
b) orally – by phone or in person for the record during a visit of the claimant at EXATEL's registered seat,
c) in electronic form by means of electronic communications to the e-mail address: bok@exatel.pl."

2. § 27 item 6 and item 7 of the Regulations shall be added, which shall read as follows:

"6. In the event of an oral complaint for the record, the EXATEL representative receiving the complaint shall draw up a record on the complaint. A copy of the record shall constitute confirmation of the complaint and shall be immediately forwarded to the claimant on a durable medium.

7. The record on the submission of the complaint shall contain, in particular, the following information:

- 1) first and last name or name (company name) and address of residence or registered seat of the claimant,*
- 2) specification of the subject matter of the complaint and the period complained about,*
- 3) presentation of circumstances substantiating the complaint."*

3. § 28 of the Regulations shall read as follows:

1. The complaint shall include:

- c) first and last name or name (company name) and place of residence or registered seat of the Subscriber,*
- b) subject matter of the complaint and a period subject to the complaint,*
- c) presentation of circumstances justifying the complaint,*
- d) information that uniquely identifies the Subscriber, the Service or the event subject to the complaint (e.g. the number assigned to the Subscriber, the line ID, the Order/Agreement number, the location address, the network termination address, the number of the event subject to the complaint),*
- e) date of conclusion of the Agreement and the date of commencement of the Service specified therein in the event of a complaint as referred to in § 26 letter b),*
- f) the amount of any discount or other amount payable under the Agreement or by law in the event that the Subscriber requests payment thereof,*

- g) bank account number or address appropriate for the payment of the discount or other amount due, or a request that it be credited against future payments, in the cases referred to in letter f) above,*
- h) manner in which the response to the complaint is to be provided,*
- i) signature of the Subscriber in the case of a complaint submitted in writing,*
- j) last name and telephone number of the person to be contacted regarding the complaint if different from the contact person specified in the Address List.*

2. If a complaint is lodged in person by the claimant at EXATEL's registered seat, either orally or in writing, an authorised person representing EXATEL accepting the complaint shall immediately confirm its submission. If a complaint is made in writing by mail, by courier, by phone or in electronic form using means of electronic communications, EXATEL shall, within 14 days from the date of a complaint submission, confirm its submission, however, this obligation shall not apply if a response to a complaint is given within 14 days from the date of its submission.

The confirmation of the complaint submission indicates the date of submission and contains the name, address and telephone number of the EXATEL organisational unit handling the complaint on a durable medium.

3. If a complaint submitted by the Subscriber orally or in writing, in person during the Subscriber's visit to EXATEL's registered seat does not meet the conditions specified in item 1 above, an authorised representative of EXATEL, accepting the complaint shall be obliged, if they deem it necessary for the proper consideration of the complaint, to inform the Subscriber of the need to supplement it within 7 days, with the instruction that failure to supplement the complaint shall result in the complaint being left unconsidered. A complaint supplemented within the time limit shall take effect from the date of its submission. Complaints that are not supplemented shall not be considered.

4. If a complaint submitted in a manner other than that specified in item 3 above does not meet the conditions specified in item 1, EXATEL, if it deems it necessary for the proper consideration of the complaint, shall immediately request the Subscriber to supplement it within 7 days of receiving the request. In the request to supplement the complaint, EXATEL shall indicate the element or elements of the complaint that need to be supplemented and shall inform the Subscriber that failure to supplement the complaint within the time limit shall result in the complaint not being considered. A complaint supplemented within the time limit shall take effect from the date of its submission.

5. If the complaint does not specify the amount referred to in § 28 item 1 letter f) of the Regulations, and the right to a discount or reimbursement of another charge and the amount of such discount or reimbursement are not in doubt, the person handling the complaint from EXATEL shall treat the complaint as if such amount had been specified.

6. EXATEL shall respond to the complaint within 30 days from the date of submission.

7. EXATEL shall notify the Subscriber of the manner in which the complaint has been handled in its response to the complaint.

8. The response to the complaint includes:

- a) name of the EXATEL organisational unit handling the complaint and its contact details, including telephone number and e-mail address,*
- b) information about the date of the complaint,*
- c) decision to accept or refuse the complaint,*
- d) in the event of a discount or refund of other amounts due, the amount and date of payment or refund, no later than 30 days from the date of acceptance of the complaint, or an indication that the amount of the discount or other amounts due shall be credited towards future payments, in accordance with the Subscriber's request referred to in § 28 item 1 letter g) of the Regulations,*
- e) instruction on the exhaustion of the complaint procedure and the right to pursue claims in court,*
- f) signature and identification of the authorised representative of EXATEL indicating the first name,*

last name and position held.

9. If the complaint is refused in whole or in part, a response to the complaint:

a) additionally contains the factual and legal grounds,

b) shall be delivered to the Subscriber by mail, courier, or other manner in the event that the response to the complaint is given on paper.

10. EXATEL shall respond to the complaint or request that the complaint be supplemented in the manner indicated by the Subscriber in the complaint.

11. If the Subscriber does not specify in the complaint how they would like to receive a response to the complaint, EXATEL shall respond to the complaint or request that the complaint be supplemented in the manner indicated by the Subscriber during the term of the Agreement, and if this manner was not indicated by the Subscriber during the term of the Agreement, the response to the complaint or request to supplement the complaint shall be made in writing to the Subscriber's address.

12. If the response to the complaint sent by EXATEL has not been delivered to the Subscriber, EXATEL, at the request of the claimant expressed in the manner specified in § 27(1), shall, no later than within 3 Business Days from the date of submission of such request, resend the response in the manner indicated by the Subscriber in the request.

4. § 28¹ and § 28² of the Regulations shall be deleted.

Pursuant to Article 306 item 2 of the Act of 12 July 2024 – Electronic Communications Law (Journal of Laws of 2024, item 1221, as amended), if you do not accept the changes proposed in this letter, you have the right to terminate the Agreement. The right to terminate the Agreement may be exercised until 14 March 2026.

Please be advised that the above amendments result directly from changes in the law, therefore, in the event of termination of the Agreement, EXATEL S.A. has the right to claim compensation referred to in Article 304 item 1 of the Act of 12 July 2024 – Electronic Communications Law (Journal of Laws of 2024, item 1221, as amended), i.e. in an amount equal to the subscription fees due until the end of the term for which the Agreement was concluded.