

**CD PROJEKT S.A. INCENTIVE PROGRAM FOR 2020-2025
TERMS AND CONDITIONS**

**§ 1
DEFINITIONS**

Series N Shares;	Between 1 (one) and 4,000,000 (four million) ordinary Series N bearer shares with a nominal value of 1.00 PLN each, issued on the basis of Resolution no. 4 of the Extraordinary General Meeting resolution of 22 September 2020 concerning issue of subscription warrants in conjunction with implementation of the Incentive Program, with exclusion of subscription rights for existing shareholders, entitling holders to claim Series N shares, the corresponding conditional increase in the Company share capital through issue of Series N shares with exclusion of subscription rights for existing shareholders, submitting an application concerning admission of Series N shares to trading on the regulated market of the Warsaw Stock Exchange and the corresponding changes in the Company Articles
Own Shares	Shares purchased by the company under the share buyback program implemented in order to allocate shares to Entitled Parties in the exercise of their assigned Entitlements
Market Goal	The goal specified in § 5 section 1 item i of the Resolution
Result Goal	The goal specified in § 5 section 1 items ii and iii of the Resolution
Group	The Company along with its subsidiaries, jointly
Instruments	Subscription Warrants or Own Shares
Loyalty Criterion	A criterion applicable to vesting of the Incentive Program which is defined as employment or appointment of the Entitled Party by the Company or other members of its Group, or the existence of any other legal contract regulating the delivery of goods or rendition of services in exchange for direct remuneration or other monetary benefits from the Company or other members of its Group between the day of adoption by the Management Board (or – where Management Board members are concerned – by the Supervisory Board) of a resolution enrolling the given party in the Incentive Program and the day on which attainment of either the Result Goal or the Market Goal is confirmed, along with any other conditions and criteria applicable to the given party.
List of Entitled Parties	Registry of all Entitled Parties maintained in accordance with these Terms and Conditions

Entitled Party	Person enrolled in the Incentive Program on the basis of a Management Board resolution (or – where Management Board members are concerned – by a Supervisory Board resolution)
Incentive Program;	Reward program for key members of the Company and other companies forming its Group, covering the 2020-2025 period, instituted on the grounds of the Resolution
Supervisory Board	The Supervisory Board of the Company
Terms and Conditions of the Incentive Program; Terms and Conditions	Terms and Conditions governing the implementation of the Incentive Program for 2020-2025 at CD PROJEKT S.A., as set forth in this document
Prospectus Regulation	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (JL UE 2017 no. 168, p. 12 as amended)
Company	CD PROJEKT S.A. with a registered office in Warsaw
Resolution	Resolution no. 22 of the Ordinary General Meeting of Shareholders of 28 July 2020 concerning institution of the Incentive Program, as amended by Resolution no. 3 of the Extraordinary General Meeting of Shareholders of 22 September 2020 amending the provisions of the resolution instituting the Incentive Program
Warrant Resolution Issue	Resolution no. 4 of the Extraordinary General Meeting resolution of 22 September 2020 concerning issue of subscription warrants in conjunction with implementation of the Incentive Program, with exclusion of subscription rights for existing shareholders, entitling holders to claim Series N shares, the corresponding conditional increase in the Company share capital through issue of Series N shares with exclusion of subscription rights for existing shareholders, submitting an application concerning admission of Series N shares to trading on the regulated market of the Warsaw Stock Exchange and the corresponding changes in the Company Articles
Entitlement	Conditional right to (i) claim Subscription Warrants or (ii) purchase Own Shares.
Trading Act	Act of 29 July 2005 concerning trade in financial instruments (JL 2020

	item 89, as amended)
Offering Act	Act of 29 July 2005 on public offering and conditions of admitting financial instruments to organized trading, and on public companies (JL 2019 item 623, as amended)
Subscription Warrant, Warrant	Named security instrument issued in dematerialized form, in series labeled by successive letters of the alphabet beginning with "C" consistent with the provisions of the Incentive Program, incorporating the right to claim a single Series N Share under the conditions detailed in the Warrant Issue Resolution
Management Board	The Management Board of the Company

§ 2

SCOPE OF THE TERMS AND CONDITIONS

1. These Terms and Conditions of the Incentive Program define detailed rules and conditions for the implementation of the Incentive Program whose goal is to create optimal conditions for further improvement of the financial standing of the Company and its Group, and for long-term increase in Company value, by forging persistent links between the Entitled Parties and the Company's Group and its business objectives.
2. These Terms and Conditions of the Incentive Program should be interpreted in conjunction with the Resolution and the Warrant Issue Resolution in a way which is not prejudicial thereto.
3. In case of any ambiguities, the Resolution and the Warrant Issue Resolution are assumed to take precedence over these Terms and Conditions.

§ 3

ENROLLMENT OF ENTITLED PARTIES IN THE PROGRAM AND ASSIGNMENT OF ENTITLEMENTS

1. Throughout the duration of the Incentive Program the Management Board is authorized to adopt resolutions concerning enrollment of specific parties in the Incentive Program and assignment of additional Entitlements to previously enrolled Entitled Parties. Each such resolution shall specify the quantity of assigned Entitlements, the Entitlement exercise price as mandated by § 3 section 2 of the Act, and – should the Management Board see fit – additional criteria which must be met by the Entitled Party in order to enable exercise of Entitlements.
2. With regard to Entitled Parties who are also members of the Management Board the right to adopt resolutions specified in section 1 above, including any additional criteria, appertains to the Supervisory Board.
3. Based on the resolutions specified in sections 1 and 2 above, the Management Board shall create and maintain an up-to-date List of Entitled Parties. The List shall comprise a unified registry of all Entitled Parties, specifying, among others, the dates of their enrollment in the Incentive Program, quantity of Entitlements assigned, Entitlement exercise prices and additional criteria, if any, separately for each Entitled Party. The List of Entitled Parties may be maintained as an electronic document.
4. Entitlements shall be assigned to the Entitled Party at the time the Management Board or the Supervisory Board adopt a resolution concerning enrollment of that party in the Incentive Program.
5. Immediately upon adopting the resolution specified in section 4 above, the Company shall notify the Entitled Party of their enrollment in the Incentive Program. This notification may be carried out by e-

mail. The Entitled Party shall thereafter immediately declare their willingness to participate in the Incentive Program. Within 14 days from the day the Entitled Party is notified of their enrollment in the Incentive Program the Company and the Entitled Party shall sign a formal agreement attesting to the enrollment of the Entitled Party in the Incentive Program and confirming their willingness to participate therein (this is hereinafter referred to as the **Participation Agreement**), whose contents shall be materially consistent with the template attached to these Terms and Conditions as Appendix 1. Conclusion of the Participation Agreement is a prerequisite of the vesting of the Incentive Program with regard to the given Entitled Party, including in particular assignment of any Entitlements thereto. Refusal to sign the Participation Agreement shall result in forfeiture of any assigned Entitlements by the given Entitled Party.

6. Exercise of any Entitlements assigned to an Entitled Party requires that Entitled Party to possess a securities account consistent with the provisions of Art. 4 section 1 of the Trading Act. In place of a securities account, the Entitled Party may also make use of an omnibus account consistent with Art. 8a of the Trading Act.

§ 4 SUBSCRIPTION WARRANTS

1. An Entitlement may be exercised by assigning Warrants to the Entitled Party, following attainment of criteria and goals specified by these Terms and Conditions.
2. Warrants are issued free of charge, in a material form as registered securities. Warrants shall be acquired by the Entitled Parties in quantities determined by the relevant resolutions of the Management Board and Supervisory Board once the criteria specified by these Terms and Conditions are met.
3. Except as specified in § 8 section 1, Warrants entitle their holders to acquire Shares at an issue price defined in accordance with the following provisions:
 - a) with regard to Subscription Warrants granted to Entitled Parties in the exercise of Entitlements assigned by Management Board or Supervisory Board resolutions adopted in accordance with § 3 sections 1-2 of the Terms and Conditions by October 31, 2020 – is defined as follows:
 - (i) in case of attainment of the goals specified in § 6 sections 4 or 8 – 390.59 (three hundred and ninety and 59/100) PLN; or
 - (ii) in case of attainment of the goal specified in § 6 section 5 of the Terms and Conditions – 371.06 (three hundred and seventy one and 06/100) PLN (both prices will hereinafter be referred to as “Base Entitlement Prices”);
 - b) with regard to Subscription Warrants granted to Entitled Parties in the exercise of Entitlements assigned by Management Board or Supervisory Board resolutions adopted in accordance with § 3 sections 1-2 of the Terms and Conditions after October 31, 2020 – is defined as the closing price of Company stock on the Warsaw Stock Exchange, on the trading day immediately preceding the adoption of the corresponding resolution by either the Management Board or the Supervisory Board:
 - (i) in case of attainment of the goals specified in § 6 sections 4 or 8; or
 - (ii) discounted by 5% (five percent) – in case of attainment of the goals specified in § 6 section 5.

In each case, the exercise price may not be lower than the Base Entitlement Price for the given goal.

In addition to the above, the issue price of Series N Shares may not be lower than the nominal value of Company shares.

4. Warrants incorporate the right to claim Shares with exclusion of subscription rights for existing shareholders of the Company. Each Warrant incorporates the right to claim a single Share. Acquisition of Shares may occur only after their full issue price has been remitted.
5. Warrants are not transferrable but may be inherited.

§ 5

OWN SHARES

1. As an alternative to the provisions of § 4 above, an Entitlement may, at the Company's discretion, be exercised by assigning to the Entitled Party the right to purchase Own Shares following attainment of criteria and goals specified in these Terms and Conditions.
2. Own Shares may be offered for purchase by Entitled Parties at their corresponding issue price specified in § 4 section 3 above, except as specified in § 8 section 1.
3. Own Shares offered for purchase by Entitled Parties shall not be encumbered by any legal defects or third-party claims.
4. The decision to exercise Entitlements in the way specified in section 1 above appertains to the Company. The Entitled Party shall be bound by the Company's decision with regard to the manner in which Entitlements are exercised.
5. Should the Company decide to exercise Entitlements by presenting Entitled Parties with offers to purchase Own Shares, the Management Board shall apply to the General Meeting for approval of buy-back of Own Shares pursuant to Art. 362 § 1 sections 2 or 8 of the Commercial Companies Code.
6. Should the General Meeting refuse to approve buy-back of Own Shares, the exercise of Entitlements should instead be carried out by presenting Entitled Parties with offers to claim Subscription Warrants. This provision does not abrogate the Management Board's right to resubmit to the General Meeting a draft resolution concerning approval of buy-back of Own Shares for the aforementioned purpose.

§ 6

PROGRAM CRITERIA AND CONDITIONS

1. Under the Incentive Program the Entitled Parties may be assigned a maximum of 4,000,000 Entitlements, which are understood as the conditional rights to claim Warrants or purchase Own Shares up to an aggregate limit of 4,000,000 Instruments.
2. From the total number of Entitlements assigned to each Entitled Party:
 - a) the right to acquire not more than 20% (twenty percent) of Entitlements and exercise the associated rights is dependent on attaining the Market Goal and may only be exercised once this goal has been attained;
 - b) the right to acquire not more than 80% (eighty percent) of Entitlements and exercise the associated rights is dependent on attaining the Result Goal and may only be exercised once this goal has been attained;- subject to any other goals and criteria applicable to the given Entitled Party.
3. Vesting of the Incentive Program is additionally contingent upon fulfillment of the Loyalty Criterion, which is defined as employment or appointment of the Entitled Party by the Company or other members of its Group, or the existence of any other legal contract regulating the delivery of goods or rendition of services in exchange for direct remuneration or other monetary benefits from the Company or other members of its Group between the day of adoption by the Management Board (or – where Management Board members are concerned – by the Supervisory Board) of a resolution enrolling the given party in the Incentive Program and the day on which attainment of either the Result Goal or the Market Goal is confirmed (this is hereinafter referred to as **The Loyalty Criterion**). Changes in the legal basis for employment or appointment of the Entitled Party do not comprise a breach of the Loyalty Criterion as long as the goals specified below are met.
4. The following Result Goals are defined as the total consolidated net earnings from continuing operations of the Group, inclusive of any costs related to estimation of the granted Entitlements as entered in the accounts of Group member companies for each verification period:
 - a) for the financial years 2020-2023 – at least 6 billion PLN and at least 59.02 PLN per Company share existing on the final date of the corresponding verification period, or
 - b) for the financial years 2020-2024 – 7 billion PLN and at least 68.86 PLN per Company share existing on the final date of the corresponding verification period, or

- c) for the financial years 2020-2025 – 8.3 billion PLN and at least 81.65 PLN per Company share existing on the final date of the corresponding verification period.

The issue price of Shares or the offering price of Own Shares corresponding to the attainment of the Result Goal as above is specified – depending on the date of adoption of the resolution enrolling the given party in the Incentive Program – in either § 4 section 3 subsection a) item (i) or § 4 section 3 subsection b) item (i) of the Terms and Conditions.

5. Attainment of the Result Goal:

- a) described in section 4 subsection a) above, i.e. for the years 2020-2023, over a shorter period, i.e. in the years 2020-2022, or
- b) described in section 4 subsection b) above, i.e. for the years 2020-2024, over a shorter period, i.e. in the years 2020-2023, or
- c) described in section 4 subsection c) above, i.e. for the years 2020-2025, over a shorter period, i.e. in the years 2020-2024, or
- d) for the financial years 2020-2025 – 10 billion PLN and at least 98.37 PLN per Company share existing on the final date of the corresponding verification period.

The issue price of Shares or the offering price of Own Shares corresponding to the attainment of the Result Goal as above is specified – depending on the date of adoption of the resolution enrolling the given party in the Incentive Program – in either § 4 section 3 subsection a) item (ii) or § 4 section 3 subsection b) item (ii) of the Terms and Conditions.

- 6. Should the Result Goals defined for the years 2020-2023 and 2020-2024 not be met, while the Result Goal specified in section 4 subsection c) above for the years 2020-2025 be met to a degree lower than 100% but at least 80% of the specified amount, each percentage point reflecting unrealized goals will result in a 2% decrease in the number of Entitlements which may be exercised by the Entitled Parties, compared with the quantity of exercisable Entitlements which corresponds to full attainment of the Result Goal.
- 7. Should the Result Goal defined for the years 2020-2025 be met to a degree lower than 80%, no Entitlements corresponding to the Result Goal may be exercised.
- 8. The Market Goal is defined as a change in the price of Company stock on the Warsaw Stock Exchange in such a way that the percentage difference between the closing price of Company stock on the final trading day during the financial year covered by the Incentive Program and the corresponding closing price on September 22, 2020 is more than 100% greater than the corresponding change in the value of the WIG index over the same period.

§ 7

VERIFICATION OF GOALS AND CRITERIA

- 1. On the basis of their assigned Entitlements, the Entitled Parties gain the conditional right to claim Warrants or purchase Own Shares as long as the criteria and conditions defined in the Resolution, these Terms and Conditions or any additional Management Board resolutions issued in compliance with § 3 section 1 (second sentence) of these Terms and Conditions are met. Failure to meet these criteria and conditions shall result in the expiration of the given Entitlements and the corresponding forfeiture of the right to claim Warrants or purchase Own Shares by the Entitled Parties.
- 2. Verification of the attainment of the Result Goal by the Entitled Parties shall be carried out by the Management Board within 14 days of the date of the Ordinary General Meeting convened to approve the financial statement of the Company for the financial year during which attainment of the Result Goal specified in § 6 of these Terms and Conditions has occurred, with the added provision that the first such verification may occur not earlier than following approval of the Company's earnings for the year 2022. With regard to Entitled Parties who are also members of the Management Board or incumbent members of the Supervisory Board on the verification date who acquired Entitlements prior to their appointment to the Supervisory Board, this determination shall be made by the Supervisory Board within 30 days of the positive verification of attainment of the Result Goal by the Management Board.
- 3. With regard to periods ending on December 31, 2022, December 31, 2023 and December 31, 2024, verification of the attainment of the Market Goal shall be concurrent with positive identification of the

fulfillment of the Market Goal's criteria (solely on the basis of the closing price on the final trading day of the financial year during which attainment of the Result Goal has occurred), or take place during further years covered by the Incentive Program in circumstances where the Result Goal has been attained but the Market Goal has not been attained during the given financial year. In the latter case the Management Board (or – where members of the Management Board or incumbent members of the Supervisory Board on the verification date who acquired Entitlements prior to their appointment to the Supervisory Board are concerned – the Supervisory Board) shall perform verification of the attainment of the Market Goal not later than one month following the close of the given financial year.

4. Should the Market Goal remain unmet on any of the dates listed in section 3 above, final verification will be performed for the final trading day of 2025. If, as calculated on that date, the percentage change in the price of Company stock on the Warsaw Stock Exchange has outperformed the corresponding change in the WIG index by less than 100% but by at least 80% over the entire duration of the Incentive Program (i.e. by December 31, 2025), each percentage point reflecting unrealized goals will result in a 2% decrease in the number of Entitlements which can be exercised by the Entitled Parties compared to the quantity of exercisable Entitlements which corresponds to full attainment of the Market Goal. Verification will be carried out by the Management Board (or – in the case of Entitled Parties who are also members of the Management Board or who are incumbent members of the Supervisory Board on the verification date but acquired Entitlements prior to their appointment to the Supervisory Board – by the Supervisory Board) not later than as specified in section 2 above, or, if the Result Goal had been achieved during earlier years – not later than on January 31, 2026.
5. Should the change in the closing price of Company stock outperform the corresponding change in the WIG index by less than 80%, the Result Goal shall be regarded as entirely unmet.
6. If positive verification of the attainment of either the Result Goal or the Market Goal occurs, the Management Board shall concurrently perform verification of the fulfillment of the Loyalty Criterion along with any other applicable criteria. With regard to Entitled Parties who are also members of the Management Board or who are incumbent members of the Supervisory Board on the verification date but acquired Entitlements prior to their appointment to the Supervisory Board, this verification shall instead be performed by the Supervisory Board.
7. If, following attainment of either the Result Goal or the Market Goal, the exercise of Entitlements cannot occur solely due to non-fulfillment of additional criteria, the Company shall perform verification of the fulfillment of the Loyalty Criterion and any other applicable criteria listed in section 2 above during subsequent years covered by the Incentive Program. The Company may also perform this verification at any point in time throughout the duration of the Incentive Program. If, during the course of the Incentive Program, it is determined that the likelihood of fulfillment of additional goals and criteria defined for specific Entitled Parties is low or nonexistent, the Management Board (or – in the case of Entitled Parties who are also members of the Management Board or who are incumbent members of the Supervisory Board on the verification date but acquired Entitlements prior to their appointment to the Supervisory Board – the Supervisory Board) may, subject to approval by the Entitled Parties concerned, declare negative verification of such goals and criteria, and terminate these Entitled Parties' involvement in the Incentive Program.
8. The Board shall perform final verification of any additional goals and criteria specified in § 3 section 1, if any, and in the Participation Agreement at the end of the period covered by the Incentive Program. In case of a negative outcome, the Result Goal shall be regarded as unmet with respect to Entitled Parties to whom such goals or criteria apply.
9. The Entitlements assigned to an Entitled Party expire when any of the following occurs:
 - a) exercise of such Entitlements;
 - b) expiration of the Incentive Program;
 - c) dissolution, for whatever reason, of the legal basis for employment, rendition of services, delivery of goods or appointment upon which fulfillment of the Loyalty Criterion by the Entitled Party is contingent, pursuant to § 6 section 3 of these Terms and Conditions. A change in the legal basis for employment, rendition of services, delivery of goods or appointment shall not result in expiration of Entitlements;
 - d) death of the Entitled Party.
10. In case of:

- a) egregious shortcomings in the performance, or non-performance of duties stemming from the Entitled Party's legal link with the Company;
- b) engagement of the Entitled Party in activities prejudicial to the Company's or the Group's interests, including activities which bring harm to the Company's or the Group's image or reputation,

any Entitlements assigned to that Entitled Party shall expire at the moment the circumstances specified in sections a) or b) above occur. In such cases, expiration of Entitlements is declared by the Management Board (or – in the case of Entitled Parties who are also members of the Management Board or who are incumbent members of the Supervisory Board on the verification date but acquired Entitlements prior to their appointment to the Supervisory Board – by the Supervisory Board) in the form of a resolution, which should include, as a minimum, a declaration that the Entitlements have expired, their expiration date and the reason for expiration.

§ 8

EXERCISE OF THE RIGHT TO CLAIM WARRANTS AND PURCHASE OWN SHARES

1. Having declared attainment of the goals and criteria of the Incentive Program, the Management Board (or – in the case of Entitled Parties who are also members of the Management Board or who are incumbent members of the Supervisory Board on the verification date but acquired Entitlements prior to their appointment to the Supervisory Board – the Supervisory Board) is authorized to discretionarily present any Entitled Party with an offer to reduce the quantity of their assigned Entitlements and simultaneously lower their corresponding exercise price to match the nominal value of Company shares in accordance with the following formula, where fractional results are rounded down to the nearest whole number:

$$L_N = C \times (B-A) / B$$

where:

L_N – new quantity of Instruments which the Entitled Party may purchase by way of exercising their assigned Entitlements;

A – exercise price of the given Entitlement;

B – market value of Company shares corresponding to the closing price of Company stock on the Warsaw Stock Exchange on the trading day immediately preceding the submission of the reduced Entitlement exercise offer to the Entitled Party by the Company (this will hereinafter be referred to as **Market Price**)

C – quantity of Entitlements being exercised.

2. The Company's authorization to apply the aforementioned reduction in implementing the Incentive Program does not apply if the Market Price is lower or equal to the exercise price of the given Entitlement.
3. Should the Company decide to present the Entitled Party with an offer to exercise Entitlements pursuant to section 1 above, prior to initiation of activities specified in § 8 section 4 of the Terms and Conditions the Company shall also present the Entitled Party with a detailed description of both exercise variants. The Entitled Party will then be given 7 days, starting on the date of receipt of the aforementioned description, to present the Company with a written declaration indicating their selected exercise variant. Subsequently, the Company shall present the Entitled Party with an offer to claim Subscription Warrants or purchase Own Shares, as appropriate, consistent with the Entitled Party's declaration and respecting the deadlines specified in § 8 section 4 of the Terms and Conditions. Should the Entitled Party fail to select an exercise variant, the offer presented by the Company shall not incorporate the mechanism specified in section 1 above.
4. Having declared attainment of the goals and criteria of the Incentive Program as specified in § 7 above, the Company, depending on the approved means of implementing the Program, shall present the Entitled Parties within 30 days of the adoption date by either the Management Board or the Supervisory Board of a resolution confirming attainment of the goals and criteria of the Incentive Program with offers to claim Warrants, together with Warrant claim forms and share acquisition declarations materially consistent with the templates attached to these Terms and Conditions as appendices 2 and 3 respectively, or, alternatively, with offers to purchase Own Shares, together with approval declarations materially consistent with the templates attached to these Terms and

Conditions as appendices 4 and 5 respectively. Exercise of Entitlements occurs by way of accepting the Warrant acquisition offer or Own Share purchase offer, as appropriate, attested to by filling out, signing and delivering the corresponding documentation to the Company or an investment firm acting on the Company's behalf.

5. The Warrant acquisition offer shall remain in force for 21 days.
6. Without delay (but not later than within 7 days after the expiration date of the Warrant claim offer) the Company shall apply for the Warrants to be registered in the securities registry maintained by the National Depository for Securities (Krajowy Depozyt Papierów Wartościowych S.A.)
7. The Own Share purchase offer shall remain in force for 21 days.
8. Without delay and not later than within 45 days after (i) receipt of a properly filled out and signed form which confirms acceptance of the Own Share purchase offer and (ii) remittance of the purchase price of Own Shares, unless the Parties jointly agree on alternative payment conditions regarding Own Shares, the Company shall issue a disposition to transfer the Own Shares to the securities account or omnibus account indicated by the Entitled Party.

§ 9 EXERCISE OF WARRANTS

1. The rights incorporated by Subscription Warrants may be exercised within 9 (nine) months following their deposition in the securities account or omnibus account indicated by the Entitled Party, however not later than on 22 September 2030. The abovementioned deadlines are considered met if, prior to the given deadline, the Company receives a properly filled-out and signed Share claim form.
2. The right to claim Shares incorporated by Warrants arises on the day the Warrants are deposited in the securities account or omnibus account.
3. The rights to claim Shares incorporated by Warrants which have not been exercised by the deadline specified in section 1 expire on the day indicated therein.
4. Any Entitled Party who decides to claim Shares during the exercise window of Warrants should submit to the Company a filled-out Share claim form indicating the quantity of Warrants exercised.
5. The Entitled Party bears responsibility for the consequences of non-submission or submission of erroneous contact details or any other data to the Company.
6. Along with submission of the Share claim form, the Entitled Party is obligated to remit the corresponding issue price, which is calculated by multiplying the number of Shares claimed by the unit issue price. This payment should be remitted to the account indicated in the Share claim form.
7. Having received a properly filled-out Share claim form as specified in section 1 above, along with the payment corresponding to the issue price of Shares, the Management Board shall immediately undertake any actions necessary to effect assignment and deposition of Shares in the securities account or omnibus account indicated by the Entitled Party.
8. The Company shall apply for Shares to be admitted to organized trading on the regulated market of the Warsaw Stock Exchange, pursuant to the applicable legal provisions and by-laws instituted by the Warsaw Stock Exchange, in particular as concerns the criteria and conditions of admitting company Shares to organized trading.
9. Admittance and introduction of Shares to trading on the regulated market of the WSE should, as a rule, proceed without preparation and publication of the prospectus described in Art. 1 section 5 item b) of the Prospectus Regulation, as long as this condition is fulfillable given the legal conditions existing on the day the Shares are admitted to trading on the regulated market.
10. Should implementation of the Incentive Program call for preparation of a prospectus as defined in the Prospectus Regulation, or an offering memorandum as defined in the Offering Act, the Company shall prepare an appropriate prospectus or offering memorandum pursuant to the deadlines and any other relevant legal provisions. In such circumstances, the Entitled Parties shall be notified of the details of the public offering which facilitates implementation of the Incentive Program.

CLOSING PROVISIONS

1. These Terms and Conditions do not constitute a legal offer in the sense of Art. 66 of the Civil Code.
2. All amendments to these Terms and Conditions require prior approval of the Management Board confirmed by the Supervisory Board.
3. These Terms and Conditions enters into force on [●] 2020.

INCENTIVE PROGRAM PARTICIPATION AGREEMENT

This agreement (hereinafter referred to as **The Agreement**) was concluded on [•] between:

- 1) **[Full name]**, domiciled in [•] at [•], carrying personal ID card no. [•] and identified by personal ID (PESEL) no. [•], (hereinafter referred to as **The Entitled Party**)

and

- 2) **CD PROJEKT S.A.** with a registered office in Warsaw, Jagiellońska 74, 03-301, entered in the registry of entrepreneurs maintained by the National Court Registry at the District Court for the City of Warsaw; XIV Economic Department of the National Court Registry; registration (KRS) no. 0000006865; tax ID (NIP) 7342867148; statistical ID (REGON) 49270733300000; share capital of 96,120,000.00 PLN paid up in full (hereinafter referred to as **The Company**), represented by:

[•] – [•]

[•] – [•]

The Entitled Party and the Company are hereinafter jointly referred to as **The Parties**, with each of them separately referred to as **The Party**.

Any capitalized terms which are not expressly defined in this Agreement should be construed in accordance with their corresponding definitions contained in the Terms and Conditions.

WHEREAS:

- 1) Resolution no. 22 of 28 July 2020 of the Ordinary General Meeting of Shareholders of the Company concerning institution of the Incentive Program, later amended by Resolution no. 3 of 22 September 2020 of the Extraordinary General Meeting of Shareholders of the Company amending the provisions of the resolution instituting the Incentive Program, has instituted an Incentive Program at the Company, covering the years 2020-2025 (these are hereinafter referred to as **The Incentive Program Resolution** and **The Program** respectively);
- 2) On 22 September 2020 the Extraordinary General Meeting of the Company adopted resolution no. 4 concerning issue of subscription warrants in conjunction with implementation of the Incentive Program, with exclusion of subscription rights for existing shareholders, entitling holders to claim Series N shares, the corresponding conditional increase in the Company share capital through issue of Series N shares with exclusion of subscription rights for existing shareholders, submitting an application concerning admission of Series N shares to trading on the regulated market of the Warsaw Stock Exchange and the corresponding changes in the Company Articles (hereinafter referred to as **The Warrant Issue Resolution**);
- 3) On [•] 2020, the Management Board, acting in compliance with the authorization issued by the General Meeting in the Incentive Program Resolution, adopted the Terms and Conditions of the Incentive Program for 2020-2025 at CD PROJEKT S.A. (hereinafter referred to as **The Terms and Conditions**);
- 4) The Incentive Program is implemented by way of assigning to Entitled Parties certain Entitlements, which incorporate the right to claim Warrants or purchase Own Shares;
- 5) A legal link exists between the Entitled Party and the Company or a subsidiary thereof, mandating employment or appointment by the Company or other member companies of the CD PROJEKT Group;

- 6) On [•] the Management Board [OR] the Supervisory Board adopted resolution no. [•] (hereinafter referred to as **The Resolution**) which authorizes enrollment of the Entitled Party in the Incentive Program and assignment to the Entitled Party of:
 - a. [•] Entitlements associated with attainment of the Result Goal, and
 - b. [•] Entitlements associated with attainment of the Market Goal;
- 7) Pursuant of § 3 section 1 of the Terms and Conditions, the Resolution defines additional goals and criteria as follows: [•]. Fulfillment of these goals and criteria shall be regarded as a prerequisite of assignment of Entitlements specified in section 6 item a) above;
- 8) Participation in the Program is contingent upon conclusion between the Company and the Entitled Party of a participation agreement which regulates the rights and obligations of the Entitled Party arising in conjunction with the Program;
- 9) The Entitled Party declares his/her willingness to participate in the Program;

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

4. PARTICIPATION IN THE PROGRAM

- a. The Entitled Party shall be enrolled in the Program from the date of entry into force of this Agreement.

5. IMPLEMENTATION OF THE PROGRAM

- a. The Incentive Program is implemented on the basis of:
 - i. The Incentive Program Resolution;
 - ii. The Warrant Issue Resolution;
 - iii. The Terms and Conditions.
- b. The Entitled Party declares that he/she has received the documents specified in items 5.a.i – 5.a.iii. above, and accepts their content.

6. EXPIRATION OF ENTITLEMENTS

- a. The Entitlements expire if any of the following occurs:
 - i. exercise of such Entitlements;
 - ii. expiration of the Incentive Program;
 - iii. dissolution, for whatever reason, of the legal basis for employment, rendition of services, delivery of goods or appointment upon which fulfillment of the Loyalty Criterion by the Entitled Party is contingent, pursuant to § 6 section 3 of the Terms and Conditions. A change in the legal basis for employment, rendition of services, delivery of goods or appointment shall not result in expiration of Entitlements;
 - iv. death of the Entitled Party.
- b. In case of:
 - i. egregious shortcomings in the performance, or non-performance of duties stemming from the Entitled Party's legal link with the Company;
 - ii. engagement of the Entitled Party in activities prejudicial to the Company's or the Group's interests, including activities which bring harm to the Company's or the Group's image or reputation,

any Entitlements assigned to the Entitled Party shall expire at the moment the circumstances specified in sections 6.b.i or 6.b.ii occur. In such cases, expiration of Entitlements is declared by the Management Board [OR] by the Supervisory Board in the form of a resolution, which should include, as a minimum, a declaration that the Entitlements have expired, their expiration date and the reason for expiration.

7. LEGAL SUCCESSION

- a. Neither party may cede any rights or transfer any obligations arising under the Agreement to a third party without prior approval by the other Party.
- b. The Entitled Party's rights and obligations arising under the Agreement are not inheritable.

8. DISSOLUTION OF THE AGREEMENT

- a. The Agreement may be amicably dissolved at any time. Such dissolution is only effective if accompanied by a joint written declaration issued by the Parties.
- b. The Agreement is automatically dissolved if any of the following occurs:
 - i. death of the Entitled Party;
 - ii. conclusion and vesting of the Incentive Program;
 - iii. expiration of Entitlements assigned to the Entitled Party.

9. NOTIFICATIONS AND CORRESPONDENCE

- a. Unless the Agreement specifies otherwise, any declarations issued by the Parties in conjunction with the Agreement, including notifications and other forms of correspondence are void unless issued in writing, and must be delivered to the Party which is their intended recipient in person, with confirmation of receipt or by registered mail or courier, to the address specified in this Agreement.
- b. Each Party shall immediately notify all other Parties of any changes in its address or e-mail address. Up until the other Parties have been effectively notified of such changes, any notifications and correspondence addressed as specified in the Agreement shall be regarded as validly delivered. A change in contact information as specified in this item shall not be construed as an amendment to the Agreement.
- c. Any notifications and correspondence arising in conjunction with the Agreement which has not been collected within 14 (fourteen) days of their initial delivery notice shall be regarded as validly delivered.

10. SEVERABILITY

- a. Should any provisions of this Agreement be deemed void or unenforceable, in part or in whole, as a result of circumstances which either exist or may arise in the future, their invalidation or unenforceability shall not impact the validity and enforceability of any other provisions of this Agreement. The Agreement shall be construed in accordance with the applicable law, particularly Art. 58 § 3 of the Civil Code, as though any void or unenforceable clauses are not part of its content. In such circumstances the Parties agree to exercise good faith in negotiating amendments to the affected clauses so that they regain full validity and reflect the intent of the Parties expressed while formulating their original wording upon initial conclusion of this Agreement.

11. INTERPRETATION

- a. Any appendices constitute integral parts of the Agreement. Any capitalized terms contained in the appendices should be construed in accordance with their corresponding definitions agreed upon by the Parties in this Agreement or in the Terms and Conditions.
- b. This Agreement shall be interpreted in accordance with the following documentation and in the following order of precedence:
firstly, the Incentive Program Resolution,
secondly, the Terms and Conditions.
- c. Should the contents of this Agreement be deemed irreconcilable with the Incentive Program Resolution or with the Terms and Conditions, the Incentive Program Resolution and the Terms and Conditions shall prevail.

12. CLOSING PROVISIONS

a. This Agreement is prepared in 2 (copies), with each Party retaining a single copy. This Agreement is issued in writing. Any amendments to this Agreement are void unless issued in writing.

For the Company:

[•]

For the Entitled Party:

[•]

SUBSCRIPTION WARRANT CLAIM OFFER – TEMPLATE

SUBSCRIPTION WARRANT CLAIM FORM – TEMPLATE

**OFFER TO CLAIM SERIES [●] SUBSCRIPTION WARRANTS
IN CONNECTION WITH PARTICIPATION IN THE INCENTIVE PROGRAM**

1. Full name of participant

[_____]

2. Address of residence

[_____]

3. Identification data (national ID/PESEL, passport no., etc.)

[_____]

Whereas you are recognized as an Entitled Party under the Terms and Conditions of the Incentive Program instituted by CD PROJEKT S.A. with a registered office in Warsaw (hereinafter referred to as **The Company**) pursuant to Resolution no. 22 of the Ordinary General Meeting of Shareholders of 28 July 2020 concerning institution of the Incentive Program, as amended by Resolution no. 3 of the Extraordinary General Meeting of Shareholders of 22 September 2020 amending the provisions of the resolution instituting the Incentive Program (hereinafter referred to as **The Terms and Conditions**),

Now, therefore, the Company wishes to notify you that on [●] the Management Board [OR] the Supervisory Board of the Company confirmed attainment of the Market Goal* and* Result Goal* defined in the Terms and Conditions.

[OPTIONALLY] On [●] the Company and the Entitled Party reached an agreement concerning application of the mechanism specified in § 8 section 1 of the Terms and Conditions.

Consequently, having qualified for acquisition of:

[_____] (say: [_____]) Series [●] Subscription Warrants in light of attainment of the Market Goal, each incorporating the right to claim one share of the Company at an issue price of [●]

[_____] (say: [_____]) Series [●] Subscription Warrants in light of attainment of the Result Goal, each incorporating the right to claim one share of the Company at an issue price of [●]

(hereinafter referred to as **The Warrants**) you are hereby invited to claim said Warrants.

Warrants will be issued free of charge in accordance with the Terms and Conditions following submission to the Company [OR to *name of investment broker*] of a filled out Warrant claim form, which is annexed to this offer. Once a properly filled out form has been submitted, the Company shall proceed with deposition of Warrants in the indicated securities account. The Company also wishes to advise you that the deadline for exercising rights incorporated by the Warrants expires 9 (nine) months after the day on which each Warrant is deposited in the indicated securities account or omnibus account, and in any circumstances – not later than on 22 September 2030.

This offer shall remain in force until [●], whereupon it shall expire.

For the Company:

Date and signature

Date and signature

**CLAIM FORM FOR SERIES [●] SUBSCRIPTION WARRANTS
ENTITLING THE BEARER TO ACQUIRE SERIES N SHARES OF CD PROJEKT S.A.
IN CONJUNCTION WITH PARTICIPATION IN THE COMPANY INCENTIVE PROGRAM**

This document constitutes a written statement submitted to CD PROJEKT S.A. with a registered office in Warsaw (hereafter referred to as **The Company**) in order to claim Series [●] Subscription Warrants issued by the Company on the grounds of the Extraordinary General Meeting of Shareholders resolution no. 4 of 22 September 2020 concerning issue of subscription warrants in conjunction with implementation of the Incentive Program, with exclusion of subscription rights for existing shareholders, entitling holders to claim Series N shares, the corresponding conditional increase in the Company share capital through issue of Series N shares with exclusion of subscription rights for existing shareholders, submitting an application concerning admission of Series N shares to trading on the regulated market of the Warsaw Stock Exchange and the corresponding changes in the Company Articles (hereinafter referred to as **The Warrants**).

1. Full name of Entitled Party
[_____]
2. Country of residence
[_____]
3. PESEL or other personal ID number [_____]
4. Foreign nationals: passport number [_____]
5. Number of Series [●] Warrants claimed [_____] (say::
[_____])
6. Number of Series [●] Warrants claimed [_____] (say::
[_____])
7. Entitled Party's securities account details:
Account number: [_____]
Managing institution: [_____]
Account holder ID: [_____]
8. Warrants are issued free of charge.

I hereby irrevocably confirm my acceptance of the Company's offer to acquire Warrants under the conditions specified above.

Caution: Please be advised that supplying incomplete or erroneous data may result in the inability to deposit Warrants in the Entitled Party's securities account.

Entitled Party:

For the Company:

Date and signature

Date and signature

SHARE ACQUISITION FORM – TEMPLATE

DECLARATION OF ACQUISITION OF SERIES N SHARES (hereinafter referred to as THE SHARES) OF CD PROJEKT S.A. WITH A REGISTERED OFFICE IN WARSAW

in the course of exercising rights incorporated by Series [●] subscription warrants incorporating the right to claim Shares (hereafter referred to as **The Warrants**) in conjunction with participation in the Company Incentive Program

This document constitutes a formal statement pursuant to Art. 451 §1 of the CCC regarding exercise of Warrant rights and acquisition of Shares of CD PROJEKT S.A. with a registered office in Warsaw (hereafter referred to as **The Company**).

Shares are issued as ordinary bearer Shares with a nominal value of 1.00 PLN (one Polish Złoty) each, for acquisition by the Warrant holder (hereafter referred to as **The Entitled Party**).

1. Full name of Entitled Party
[_____]
2. Country of residence
[_____]
3. National ID/PESEL or other identification number [_____]
4. Foreign nationals: passport number [_____]
5. Number of Warrants exercised/Shares claimed [_____] (say: [_____])
6. Share issue price [_____] PLN [_____] 00/100] (say: [_____] PLN [_____] 00/100) each
7. Total amount due [_____] PLN (say: [_____])
8. Recovery of payment in case of non-issuance of Shares:
By bank transfer to the following account:
[_____]
9. Entitled Party's securities account details:
Account number: [_____]
Managing institution: [_____]
Account holder ID: [_____]

Payment for Shares should be remitted to the Company's bank account at [●].

I hereby declare that, in the exercise of Warrants, I claim Shares in accordance with the data provided above and that I accept the Company Articles in their present form.

The entity authorized to accept this declaration and accept payment for shares is: [name], [address].

Caution: Supplying incomplete or erroneous data or manner of recovery of the remitted amount, or part thereof, may result in the inability to claim Shares or delayed recovery of funds. Refunds do not incorporate any interest or damages.

Date and signature of Entitled Party

Date of acceptance of subscription and signature of accepting party

**OFFER TO PURCHASE CD PROJEKT S.A. SHARES
IN CONJUNCTION WITH PARTICIPATION IN THE INCENTIVE PROGRAM**

1. Full name of participant
[_____]
2. Address of residence
[_____]
3. National ID/PESEL or passport number
[_____]

Whereas you are recognized as an Entitled Party under the Terms and Conditions of the Incentive Program instituted by CD PROJEKT S.A. with a registered office in Warsaw (hereinafter referred to as **The Company**) pursuant to Resolution no. 22 of the Ordinary General Meeting of Shareholders of 28 July 2020 concerning institution of the Incentive Program, as amended by Resolution no. 3 of the Extraordinary General Meeting of Shareholders of 22 September 2020 amending the provisions of the resolution instituting the Incentive Program (hereinafter referred to as **The Terms and Conditions**),

Now, therefore, the Company wishes to notify you that on [●] the Management Board [OR] the Supervisory Board of the Company confirmed attainment of the Market Goal* and* Result Goal* defined in the Terms and Conditions.

[OPTIONALLY] On [●] the Company and the Entitled Party reached an agreement concerning application of the mechanism specified in § 8 section 1 of the Terms and Conditions.

Consequently, having qualified for acquisition of Company shares, the Company hereby presents you with an offer to purchase from the Company:

[_____] (say: [_____]) Company Shares at the price of [_____] (say: [_____]) per Share in conjunction with attainment of the Market Goal

[_____] (say: [_____]) Company Shares at the price of [_____] (say: [_____]) per Share in conjunction with attainment of the Result Goal

As regulated by the Terms and Conditions, acceptance of the offer is effected by filling out and submitting to the Company [OR to *name of investment broker*] the attached share purchase declaration.

The disposition to deposit Shares in the securities account (or omnibus account) indicated by the Entitled Party shall be made within 30 days of (i) receipt of a properly filled out and signed form which confirms acceptance of the Share purchase offer and (ii) remittance of the purchase price of Shares.

This offer shall remain in force until [●] whereupon it shall expire.

For the Company:

Date and signature

(*cross out as appropriate)

Date and signature

SHARE PURCHASE DECLARATION – TEMPLATE

**DECLARATION OF ACCEPTANCE OF THE SHARE PURCHASE OFFER
ISSUED BY CD PROJEKT S.A. WITH A REGISTERED OFFICE IN WARSAW
(hereinafter referred to as The Company)**

in conjunction with participation in the Company Incentive Program

Name of Company [OR] Name and address of investment broker:

[
_____]
_____]

1. Full name of Entitled Party

[
_____]
_____]

2. Country of residence

[
_____]
_____]

3. PESEL or other personal ID number [_____]

4. Foreign nationals: passport number [_____]

5. Number of Shares purchased [_____] (say:

[
_____]
_____])

6. Purchase price [____ PLN ____ 00/100] (say:

[
_____]
_____]) per share

7. Total amount due [_____] PLN (say:

[
_____]
_____])

8. Entitled Party's securities account details:

Account number: [_____]

Managing institution: [_____]

Account holder ID: [_____]

Payment for Shares should be remitted to the Company's bank account at [●].

I hereby declare that, in the exercise of Warrants, I claim Shares in accordance with the data provided above.

Caution: Supplying incomplete or erroneous data or manner of recovery of the remitted amount, or part thereof, may result in the inability to claim Shares or delayed recovery of funds. Refunds do not incorporate any interest or damages.

Date and signature of Entitled Party

Date of acceptance of declaration
and signature of accepting party