

GENERAL TERMS AND CONDITIONS OF PROVISION OF NON-SPECIFIC LOANS SECURED BY MORTGAGE ON REAL ESTATES FOR NATURAL PERSONS

The **GTCLRE** regulate legal relationships between the Bank and other parties in respect of Loan provision in compliance with the valid acts, in particular, with the Banking Act.

Upon conclusion of a Contract, or a corresponding Security Contract, the GTCLRE become an integrated part of the Contract, or the Security Contract, and that to the extent delimited by the corresponding Contract. The Mortgagor upon signing the Contract, and the Guarantor upon signing the Security Contract, confirm to have received the GTCLRE, have been acquainted with them, and assent the contents thereof to the extent delimited by the Contract, or the Security Contract.

For purposes of the GTCLRE, the following terms shall have the meanings as set forth below:

Additional Security – other security than security of the Bank's Claim by the Basic Security;

Accessions to the Bank's Claim – interests, default interests, costs and fees associated with assertion of the Bank's Claim; the premium that the Bank will pay to the insurance company instead of the Insured with insurance of the Collateral;

Bank – Tatra banka, akciová spoločnosť, Hodžovo námestie č. 3, 811 06 Bratislava 1, Company Registration No.: 00 686 930, VAT Identification No.: SK2020408522, Tax Identification No.: 2020408522, maintained with the Companies Register of the District Court Bratislava I., Section: Sa, Insert No.: 71/B;

Banking Act – Act of the National Council of the Slovak Republic No. 483/2001 Coll. on Banks as amended, or other legal regulation that is to replace Act No. 483/2001 Coll. on Banks;

Bank's Claim – the Bank's Claim from the Mortgagor for repayment of the Loan, or refund of the repayment provided as set forth in the Contract along with Accessions to the Bank's Claim and Components of the Bank's Claim;

Basic Security – security of the Bank's Claim upon the Security Contract in a form of mortgage on the Collateral;

Basic Terms and Conditions – the part of the Contract entitled “Basic Terms and Conditions”;

Charges – the charges that the Client, the Mortgagor, or the Guarantor, is obligated to pay to the Bank and whereof amounts are specified in the Contract or in the Service Charges;

Client – the applicant for the Loan – a natural person who is in line with the corresponding acts entitled to acquire a real estate, or owns a real estate on the territory of the Slovak Republic;

Client's Creditworthiness – ability of the Client to repay the Bank's Claim, and adequacy of the Client-proposed Loan securities;

Collateral – the domestic Real Estate whereto mortgage shall be constituted for the benefit of the Bank, or whereto mortgage has been already created and exists for the benefit of the Bank, for the purpose of securing the Bank's Claim;

Company – a business company wherein the Mortgagor and/or the Guarantor has a business share, or a cooperative whereof the Mortgagor and/or the Guarantor is a member;

Components of the Bank's Claim – charges as set forth in the Contract, the GTCLRE, and the Service Charges, contractual fines, costs associated with exercise of mortgage, the claim from the Mortgagor for refund of the State Contribution, as well as other kinds of charges and costs the Mortgagor and/or the Guarantor covenants to pay under the Contract, and/or the Security Contract, and/or the GTCLRE;

Contract – the Contract on Non-Specific Instalment Loan Secured by Mortgage on Real Estate concluded between the Bank and the Mortgagor whereupon the Bank covenants to provide the Loan;

Early Maturity Date – the day of Notification delivery to any of the Mortgagors;

Extraordinary Instalment – Loan Instalment that the Client is entitled to pay in addition to the agreed Instalments

GTCLRE – the General Terms and Conditions of Provision of Non-Specific Loans Secured by Mortgage on Real Estates for Natural Persons issued by the Bank;

Guarantor – the person and/or persons providing security of the Bank's Claim, or a corresponding part thereof, for the benefit of the Bank upon Security Contracts, including the Mortgagor, if the Mortgagor provides security of the Bank's Claim;

Instalment – the regular annuity instalment of the Loan agreed in the Contract, usually monthly;

Interest Rate – the rate that the Mortgagor is obligated to pay to the Bank as the Mortgagee in compliance with the Contract;

Interest Rate Fixation Period – the period during which the Bank shall not unilaterally change the Interest Rate amount;

Loan – the funds that the Bank shall provide to the Mortgagor upon the Contract, and that the Mortgagor is obligated to refund to the Bank under the terms and conditions stipulated in the Contract;

Mortgagor – the person and/or persons acting as a Contracting Party of the Bank in the Contract, and/or persons that covenant to the Bank to pay the Bank's Claim, and/or a corresponding part thereof, upon assumption of indebtedness, or assumption of the liability, and/or persons whereupon/whereto the liability to pay the Bank's Claim, and/or a corresponding part thereof, has devolved or has been transferred;

Mortgagor's Account – the Mortgagor's accounts maintained with the Bank;

Notification – a written notification of the Bank on declaration of extraordinary maturity of the Loan;

Security Contract – all and/or individual Contract concluded between the Bank and the Guarantor, and/or all and/or individual representations of the Guarantor associated with the security, and/or whereupon security of the Bank's Claim shall be constituted for the benefit of the Bank;

Service Charges – the Service Charges for services at branch offices for natural persons, issued by the Bank;

Tender – a public commercial competition as set forth in Act of the National Council of the Slovak Republic No. 513/1991 Coll. Commercial Code as amended;

Terms and Conditions of Provision – the terms and conditions agreed in the Contract that must be satisfied so that the Bank provides the Mortgagor with a Loan.

Interpretation and Rules of Interpretation

For purposes of documents referencing to the GTCLRE, including the Contract, the Security Contract, addenda thereto, and to the GTCLRE, the following shall apply:

- a. definitions of the GTCLRE shall be applied in the meanings stipulated in the GTCLRE, unless the above documents expressly assign other meanings to the above definitions, or the above documents expressly exclude such application,
- b. titles of individual sections are used solely for purposes of better orientation in the text,
- c. the above definitions shall be applied in the meanings stipulated in the GTCLRE, regardless whether these are indicated in capital or lowercase letters, except for cases expressly stating otherwise, or if otherwise ensuing from the context,
- d. the above definitions shall be applied in the meanings stipulated in the GTCLRE, regardless whether these are in singular or plural form, except for cases expressly stating otherwise,
- e. the definitions of the Contract and the Security Contract shall be for purposes of the GTCLRE applied under their meanings as used in the Contract and the Security Contract, unless the GTCLRE expressly state otherwise.

1. Possible Purpose of Loan Provision

If the Contract does not specify otherwise, the Mortgagor is not obligated to use the Loan for a particular purpose.

2. Application for Loan Provision

The Client is obligated to submit to the Bank the application on the prescribed print form specifying in particular:

- data on the Client, or other persons entering the Loan relationship,
- data on the required Loan, in particular, the amount and the maturity thereof,
- data on the real estate that is to serve as collateral (regularly, an expert's opinion on the real estate, extract from the certificate of title applicable for legal acts related to the real estate dated not earlier than three months ago, title to real estate acquisition),
- data on other possible Client-proposed securities,
- or other Bank-required documents.

In addition, the Client shall submit with the application the documents attesting the facts specified in the application, and shall identify himself/herself in a way as set forth in the Banking Act.

3. Terms and Conditions of Loan Provision and Repayment

- 3.1** The Bank shall evaluate the Client's Creditworthiness, and shall notify the Client of its decision. No fact, including the acts on the part of the Client or the Bank performed at the time prior to the Loan approval, constitutes the Client's claim for the Loan approval on the part of the Bank. **Upon Contract conclusion, the Client becomes a Mortgagor.** The Bank is not obligated to provide the Loan after the Contract conclusion, in case the Mortgagor, and/or the Guarantor, dies, or whichever of the facts under section 7.1 GTCLRE arises, whereas provision of Loan may be denied upon section 7.1 letter d., i.e. in case any doubts on the part of the Bank concerning correctness or reliability of submitted data arise.
- 3.2** The limit for Loan provision is equivalent to the value of the real estate that is to serve as collateral. The Bank is bound only by its own assessment of the real estate. In case the Bank-determined value of the real estate is not adequate for securing the required Loan amount, and/or is not acceptable to the Bank as a collateral, the Client may propose Loan security by other real estate.
- 3.3** The minimum Loan amount is EUR 10 000,00.
- 3.4** The Bank shall provide the Loan as set forth in the Contract, and that by crediting the entire sum of the Loan to the Mortgagor's Account specified in the Basic Terms and Conditions.
- 3.5** The Loan Maturity Period is from 1 year to 30 years. The Maturity Period may be agreed (graded) always only as a multiple of six calendar months (for example, 1.5 year, i.e. 18 months, or for example, 19.5 year, i.e. 234 months).
- 3.6** The Bank is authorised to unilaterally change the amount of Instalment by means of a written notification for the following reasons;
- a. if the amount of Interest Rate under section 3.7 GTCLRE changes;
 - b. the Mortgagor pays the Extraordinary Instalment,
 - c. if thus stipulated under the Contract.
- 3.7** The Bank may not unilaterally change the Interest Rate specified in the Contract:
- a. for the duration of the Interest Rate Fixation Period agreed in the Contract at the time of conclusion thereof, or
 - b. for the duration of the Interest Rate Fixation Period stipulated by the Bank in a written notification addressed to the Mortgagor, realised as set forth herein.

Upon the Interest Rate Fixation Period expiration, the Bank shall be with reference to changes on money and capital markets, in particular, with regard to changes of Loan reference rates (EURIBOR, swap rates valid on interbank market), and change of other factors, such as liquidity position of the Bank, and Loan amortization structure, entitled to unilaterally determine the next Interest Rate Fixation Period and the amount of Interest Rate valid for the duration of thus determined Interest Rate Fixation Period. The Bank shall notify the Mortgagor of thus determined next Interest Rate Fixation Period and the amount of Interest Rate valid for the duration of this Interest Rate Fixation Period in a written notification at latest four weeks prior to the effective date thereof. The Bank shall concurrently specify in the notification the amount of Instalment, whereas the Mortgagor may opt to:

- a. revoke the Contract in writing by 10 business days as of delivery of such a notification of the Bank. The period shall be deemed satisfied, if a written notice of the Mortgagor is delivered to the Bank at latest as on the last day of this period. In case of several Mortgagors under one Contract, the Contract may be revoked solely upon common act of the Mortgagors' wills expressed in one letter. The period of notice starts to run as on the first day of the calendar month following the month wherein the notice is delivered to the Bank, and terminates upon expiration of one month. For the duration of period of notice, the Interest Rate valid at the time of notice delivery shall be applied. The Mortgagor is obligated to repay the Bank's Claim in a form of lump sum payment at latest by the period of notice expiration, whereas in such a case the Mortgagor is not obligated to pay to the Bank the Charge for Early Repayment, or
- b. apply in person at a branch office of the Bank in a written form for change of the Interest Rate Amount and Fixation Period, provided the Bank concurrently provides the Mortgagor with such an option in the notification, and that at latest within the period specified in the notification of the Bank. After the application processing, at latest 7 working days prior to the first thus changed Installment maturity, the Bank shall issue a written confirmation to the Mortgagor wherein it shall confirm the new Interest Rate Fixation Period, the interest rate amount valid for this Interest Rate Fixation Period, as well as the Installment amount.

In case the Mortgagor does not revoke the Contract within the specified period, or no change of the Interest Rate Amount and Fixation Period is agreed as specified above, the Interest Rate Fixation Period and the interest rate amount determined by the Bank in the notification apply and the Mortgagor is as of the change effective date obligated to repay the Bank's Claim by Instalments whereof amounts the Bank specifies in the notification as set forth herein.

- 3.8** The Mortgagor is authorised to apply with the Bank in writing for deferral of Instalments of Interests or Instalments at latest 20 days prior to the Maturity Date of the next Instalment of Interests or Instalment. In case of several Mortgagors under one Contract, the Bank may be applied with for deferral of Instalments of Interests or Instalments solely upon common act of the Mortgagors' wills expressed in one letter. If the Bank accords the application, this fact shall be stipulated in an addendum to the Contract. Deferral of Instalments of Interests or Instalments shall not affect the Loan Maturity Period for the Mortgagor, unless the Mortgagor and the Bank agree otherwise.
- 3.9** The Mortgagor is once in a calendar year, upon a prior written application, after payment of 12 Instalments, or Instalments of Interests and after the Charge for Early Repayment payment authorised to realise Extraordinary Instalment minimum in the amount of 3-multiple of the Instalment and maximum in the amount of 20 % of the provided Loan. The Bank shall stipulate the Extraordinary Instalment Maturity Date in a written notification addressed to the Mortgagor, sent at latest by 30 days as of the written application delivery. The Mortgagor can apply with the Bank in writing in the application for Extraordinary Instalment also for shortening the Final Maturity Period of the Loan depending on the Extraordinary Instalment amount, in such a case the Bank is authorized to unilaterally change the Final Maturity Date, however, is not authorised to unilaterally change the amount of the Instalment of Interests or the Instalment as set forth in section 3.6.letter b. GTCLRE.
- 3.10** The Bank is entitled to set off its claims, in particular, the Bank's Claim, against the Mortgagor's Claim for Loan provision, and that in the Bank-specified order.

4. Security of the Bank's Claim

4.1 Basic Security

4.1.1 Mortgage on Domestic Real Estate

The Bank's Claim must be secured by a mortgage constituted under a Contract on Mortgage on a domestic real estate accepted by the Bank and registered in the land register for the benefit of the Bank in the first order decisive for satisfying the Mortgagees, with the exceptions set forth herein.

In case other mortgage on the Collateral, constituted for the benefit of the Bank for the purposes of securing other Bank's Claims (e.g. claims from another Bank-provided loan) has been created and exists and the Bank accepts this Collateral as security (collateral) for the purpose of securing the Bank's Claim, the Bank shall decrease the value of such a real estate at least by the current amount of this other Bank's Claim that is to be secured by means of this mortgage.

Concurrently, in cases of mortgages constituted under a separate regulation¹, the Bank shall accept constitution of mortgage also in other than the first order provided that the owner of the Collateral submits to the Bank prior to conclusion of the Contract on Mortgage with the Bank consents of all the Mortgagees (in the order of Mortgagees ahead of the Bank) to constitution of mortgage for the benefit of the Bank in the order of mortgages after these Mortgagees, if such consents are required. In case of Collateral as set forth in the above sentence, the Bank shall always lower the value of such a real estate at least by the amount of Claim that is to be secured by means of this mortgage.

Insurance of the Collateral under the terms specified herein or in the Contract is a precondition for acceptance of mortgage constituted for the benefit of the Bank and thus also for the Loan provision.

The Guarantor is obligated to enable the Bank to inspect the collateral, also repeatedly.

The Mortgagor may for the Loan repayment duration apply with the Bank in writing for change of mortgage constituted over a domestic real estate securing the Bank's Claim to another domestic real estate accepted by the Bank. The Bank shall notify the Mortgagor of its opinion on the application by 30 days as of the application delivery, in case the Mortgagor supplies all the basic documents required by the Bank within the required period. The Guarantor who is the

¹ Article 15 par. 1 and Article 16 to 18b Act of the National Council of the Slovak Republic No. 182/1993 Coll. on Ownership of Residential and Non-Residential Premises as amended (hereinafter only the "Act on Residential Premises") and mortgage established for ensuring settlement of receivables resulting from the transfer of ownership of residential or non-residential premises for a regulated price as set forth in the Act on Residential Premises and Article 17 Decree of the Federal Ministry of Finance, the Ministry of Finance of the Czech Socialist Republic, the Ministry of Finance of the Slovak Socialist Republic, and Governor of the Czechoslovak State Bank No. 136/1985 Coll. on Financial, Credit, and Other Assistance for Co-operative Individual Apartment Housing Construction and Private Home Modernisation as amended

owner of the Collateral (hereinafter also the "Insured") is obligated to insure every Collateral, except for lands, with the possibility of valorisation minimum to the insurance sum in the amount of new (original) value determined by the insurance company, in case the Collateral is a family house, or minimum to the insurance sum in the amount of market value determined by the insurance company, in case the Collateral is an apartment, and that for case of damage, destruction, as well as action based on fault (hereinafter only the "Insurance Policy").

The Insurer can be only an insurance company authorised to pursue its line of business on the territory of the Slovak Republic that the Bank shall accept. The Insurance Policy must comprise:

- a. liability of the Insurer to inform the Bank of premium non-payment in the agreed amount and time, of insurance claim payment (in advance), as well as the requirement of the Bank's consent to any amendment to the extent of insurance of the collateral, and
- b. obligation of the Insurer to deliver performance upon the Insurance Policy in case of a written refusal of such performance on the part of the Bank upon insurance event occurrence to the Insured.

The Insured is obligated to maintain the Insurance Policy in force, in particular, is obligated to pay the premiums duly and on time, and that until the Claim repayment. If the Insurance Policy terminates prior to this day, the Insured is obligated by 5 days as of the Insurance Policy termination to submit to the Bank a copy of a new Insurance Policy that satisfies all the terms and conditions specified in the Contract on Mortgage and the GTCLRE. The Bank is authorised, however, not obligated, to pay to the insurance company the outstanding premium the Insured has defaulted on, however, only if the outstanding premium payment is necessary with regard to the interests of the Bank as the Mortgagee. The Insured is not authorised to seek the premium payment from the Bank.

The Bank covenants to pay the insurance claim that shall be paid to it by the insurance company as set forth in Article 151mc Civil Code to the Insured in the amount of proved and justified costs on restoring the collateral to the condition before the insurance event (hereinafter only the "original condition"), if within a period of 20 days as of the insurance claim receipt the Bank does not deliver to the Mortgagor a notification of extraordinary maturity of the Loan, or a part thereof. In case the Bank delivers such a notification addressed to the Mortgagor, or the Claim, or a part thereof, is not duly and timely paid within the given period, the Bank is authorised to use the insurance claim for the Claim settlement.

The Bank shall pay the difference between the received insurance claim and (i) the sum paid to the Insured for restoring the collateral to the original condition and/or (ii) the sum used for the due Claim settlement (hereinafter only the "Difference") to the Insured by 10 days (i) as of detecting restoration of the original condition upon inspection delivered by an employee of the Bank, or (ii) as of the due Claim payment. The Bank shall not be obligated to pay the Difference to the Insured, if within the given period of 10 days a fact occurs, or persists, whereupon the Bank is authorised to declare extraordinary maturity of the Loan and the Claim is not fully paid. In case the person of the Insured is changed without awareness of the Bank, the Bank's liability to provide the Insured with any performance as set forth herein shall cease upon provision of the performance to the person the Bank records in line with the submitted documents as the Insured. In case of legal successor of the Bank as the Mortgagee, the provisions set forth herein shall be applied accordingly.

4.2 Additional Security

The Mortgagor may secure the Bank's Claim also by means of Additional Security, specifically by means of:

- a. mortgage on another real estate, or real estates, constituted under Contract on Mortgage;
- b. hold of deposit on a passbook maintained with the Bank;
- c. Contract on Security Assignment of Claim from a Term Account maintained with the Bank;
- d. conclusion of life insurance, with an insurance company accepted by the Bank, and hold of insurance claim amount for the benefit of the Bank;
- e. conclusion of capital life insurance with an insurance company accepted by the Bank, and hold of insurance claim amount for the benefit of the Bank;
- f. mortgage on Tatra Asset Management, správ. spol., a. s. participation certificates upon Contract on Mortgage;
- g. bank guarantee accepted by the Bank;
- h. mortgage or security transfer concerning shares of the Bank constituted under Contract on Mortgage or Security Transfer;
- i. guarantees upon the Guarantor's representation of guarantee, or agreement on guarantee with the Guarantor;
- j. other means – upon agreement with the Bank.

For the loan repayment duration, the Mortgagor may apply with the Bank for change of Additional Security.

5. Document Submissions and Change Reporting

- 5.1** The Bank is prior to the Contract conclusion, and for the entire Loan relationship duration, authorised to require the Mortgagor to submit documents related to the Loan and to verification of the Client's Creditworthiness. The Bank accepts only original copies, or authority-authenticated or notary-

- authenticated copies of documents that the Mortgagor is to obtain at the Mortgagor's own expenses.
- 5.2** For purposes of Client's Creditworthiness assessment, the Bank can require the Mortgagor, or the Guarantor, to submit in particular, these documents:
- a. Natural Person with employment incomes:
 - net monthly income statement issued by the Employer per the Bank-specified period, or other Bank-required documents attesting regular income and employment existence.
 - b. Natural Person with other than employment incomes:
 - tax return per minimum the Bank-specified tax period,
 - income and expense statement per the last and the current tax period,
 - property and liability statement per the last and the current tax period,
 - other provable income sources
- 5.3** The Mortgagor is obligated to notify the Bank without delay in writing of all changes related to the Mortgagor's property and income standing, and change of address and other personal data of the Mortgagor and/or the Guarantor, data on the Collateral, Additional Security. The Mortgagor and/or the Guarantor are obligated to apply for change of address for delivery of written documents in writing, submission of documents attesting change of domicile for this purpose is not adequate. As on the day following the delivery of the written application for change of address for delivery of written documents for the purposes of delivery to the Mortgagor/or Guarantor, the new address shall be used.
- 5.4** The Mortgagor is obligated to enable the Bank to perform physical inspection of the real estate whereof acquisition, and/or change, and/or maintenance denote (denotes) purpose of Loan provision, also repeatedly.

6. Procedure on the Part of the Bank with Delayed Repayment of Loan or Interests on the Part of the Mortgagor

- 6.1** In case the Mortgagor is not repaying the Bank's Claim duly and timely, or does not repay other monetary liabilities that the Mortgagor covenants to pay to the Bank, in particular, upon the Contract or the Security Contract, the Bank shall proceed as follows:
- a. shall bear upon the delayed Instalment, or other monetary liability of the Mortgagor, a default interest specified in the Contract as of the first day of payment delay,
 - b. shall send to the Mortgagor a reminder wherein the Bank shall stipulate the period for settlement of the delayed monetary liabilities of the Mortgagor, whereas:
 - if the Mortgagor cannot pay within the stipulated period, and concurrently notifies the Bank in writing, or in person, of the reasons for temporary non-repayment, and subsequently the Bank and the Mortgagor come to an agreement on settlement of the delayed monetary liabilities, the obligations of the Mortgagor in the Loan relationship shall be adapted to the new circumstances in a form of addendum to the Contract,
 - if the Bank and the Mortgagor do not come to any agreement, or the latter does not repay all the delayed monetary liabilities within the stipulated period, the Bank shall be in compliance with section 7.1 letter a. entitled to declare an extraordinary maturity of the Loan.
- 6.2** The Bank is entitled to refuse partial repayment on the part of the Mortgagor and/or the Guarantor.

7. Extraordinary Maturity, Withdrawal from the Contract, or Revocation thereof

- 7.1** The Bank is entitled to declare an extraordinary maturity of the Loan, i.e. is entitled to require repayment of the Bank's Claim, and the Mortgagor is obligated to pay the Bank's Claim also prior to the Final Maturity Date of the Loan, if:
- a. the Mortgagor is in default on repayment of the Bank's Claim, or any part thereof, for a period exceeding 3 months, or
 - b. the financial standing of the Mortgagor, or the Guarantor, or the Company, records significant deterioration, or
 - c. the Mortgagor, or the Guarantor, provides to the Bank untrue data, or does not provide agreed data and basic documents as set forth in the Contract, or the Security Contract, or the GTCLRE, or states in any document submitted to the Bank incorrect data, or
 - d. the Mortgagor defaults on obligations stipulated in the Banking Act, or the Contract, the Security Contract, or any other Contract concluded with the Bank, or
 - e. the Guarantor defaults on obligations ensuing from the Security Contract, or any other Contract concluded with the Bank, or
 - f. the value of Additional Security for any reason terminates, partially terminates, deteriorates, or decreases, or the value of the Collateral decreases, and the Mortgagor, or the Guarantor, does not replenish security of the Bank's Claim within the reasonable period stipulated by the Bank, unless the Bank and the Mortgagor agree otherwise, or
 - g. the Mortgagor, or the Guarantor, does not conclude with the Bank at an appointed time and in an appointed extent a Contract that the Mortgagor, or the Guarantor, has covenanted to conclude under the Contract on Future Contract, or the GTCLRE, or
 - h. an insurance event concerning the Collateral arises that would, upon the Bank's discretion, imperil performance of the Mortgagor's obligations under the Contract, or the Guarantor's ones under the

- i. Security Contract, or the Mortgagor, or the Guarantor, revokes any power of attorney, or agreement on power of attorney comprised in the Contract, the Security Contract, or any other Contract concluded with the Bank, or
 - j. judicial, execution, or administrative proceedings concerning the Contract, the Security Contracts, or the Collateral would be in process upon motion of other person than the Bank, or
 - k. the condition for declaration of extraordinary maturity of the Loan stipulated in the Contract is satisfied, or
 - l. a bankruptcy or settlement petition, or a petition for execution or initiation of other legal institute (proceedings) of similar legal affects (e.g. restructuralisation), and that with respect to the property of the Mortgagor, and/or the Guarantor, and/or the Company, is filed, or
 - m. execution of the mortgage on the Collateral is initiated, or
 - n. execution proceeding or decision execution upon motion of a third person with respect to the property of the Mortgagor, and/or the Guarantor, and/or the Company, is initiated, or
 - o. title of execution, for example statement of outstanding payments, with respect to default on tax, or customs, or levy liabilities of the Mortgagor, or the Guarantor, is initiated, or
 - p. further continuance in legal relationships ensuing from the Contract, and/or the Security Contract, under the terms agreed in these Contracts would result in breach of the Bank's duties ensuing from generally binding legal regulations, and/or binding normative acts of corresponding authorities, in particular, the National Bank of Slovakia (hereinafter only the "legal standard"), and that at anytime after such legal standard effective date, or
 - q. criminal prosecution against the Mortgagor and/or the Guarantor is initiated.
- 7.2** The Bank's Claim, or the Bank-stipulated part thereof, shall become due on the day of Notification delivery to any of the Mortgagors. The Mortgagor shall be obligated to pay the Bank's Claim, or the Bank-stipulated part thereof, within a period specified by the Bank in the Notification.
- 7.3** The Bank is entitled to revoke, or withdraw from, the Contract, if circumstances set forth in section 7.1 GTCLRE, or set forth in the Contract, arise, specifically by means of a written notice delivered to the Mortgagor. In case the Bank revokes the Contract, the Mortgagor covenants to settle the Bank's Claim that shall have arisen due to the Contract revocation within the period and as set forth in the notice. The notice comes into effect instantly, without any period of notice, as on the day of delivery thereof to any of the Mortgagors. Withdrawal from the Contract does not imply termination of the Mortgagor's liability to repay the Bank's Claim. In addition, withdrawal does not imply termination of Security Contracts. In case of withdrawal, the Mortgagor covenants to refund the Bank's Claim within the period and in the way stipulated in the notice of withdrawal. The Mortgagor is not authorised to revoke the Contract, except in case of revocation on the part of Mortgagor as set forth in section 3.7 GTCLRE.
- 7.4** The Mortgagor may apply with the Bank in writing for early repayment of the whole outstanding part of the Loan before the term agreed in the Contract. The Bank shall notify the Mortgagor of its opinion to the application by 30 days as of the application for Loan early repayment delivery in line with the terms agreed upon in the Contract. In case the Contract does not regulate these terms, the Bank shall concurrently stipulate in the opinion the terms whereupon it shall allow for the Loan early repayment.
- 7.5** In case of declaration of extraordinary maturity of the Loan, or in case of early repayment of the Loan as set forth in the above section 7.4, the Mortgagor is obligated to pay to the Bank the Charge for Early Repayment that makes a Component of the Bank's Claim.

8.Charges

The Client, the Mortgagor, and the Guarantor are obligated to pay the Bank-required Charges on time and in full amounts.

9. Amendments to the GTCLRE

The Bank is authorised to amend or completely replace these GTCLRE (hereinafter only the "amendment"). The Bank shall publish such amendment at its business premises along with validity and effective dates thereof. If the Mortgagor, or the Guarantor, does not agree with the amendment to the GTCLRE, they are obligated to notify the Bank in writing of their disagreements at latest by one month as of the GTCLRE publication. In case of several Mortgagors, and/or Guarantors, the disagreement must be expressed solely upon common act of their wills in one letter. If the Mortgagor, or the Guarantor, does not notify the Bank of their disagreements with the amendment to the GTCLRE within the above period, they shall be deemed to agree with the amendment, and the amended GTCLRE shall become effective for contractual relationships between the Bank and the Mortgagor and the Guarantor as on the GTCLRE amendment effective date.

10. Final Provisions

The GTCLRE in the above wording come into force as on the day they are published at the Bank's business premises and into effect on 1 January 2009.

