



# FULL VERSION OF THE GENERAL LOAN TERMS AND CONDITIONS AND OF THE TERMS AND CONDITIONS OF SECURITY OF LOANS of Tatra banka, a.s.

## Article I. Initial Provisions

1.1. These Loan Terms and Conditions regulate the mutual rights and liabilities of the Lender and the Borrower which are not expressly stipulated in the Loan Agreement, as well as the mutual rights and liabilities of the Lender and the Guarantor which are not stipulated in the Security Agreement. The Loan Terms and Conditions specify a part of the contents of :

- a. the Loan Agreement where application of the Loan Terms and Conditions was expressly agreed,
- b. the Security Agreement where application of the Loan Terms and Conditions was expressly agreed,
- c. amendment to the Loan Agreement or the Security Agreement where application of the Loan Terms and Conditions was expressly agreed,

1.2. By execution of the Loan Agreement or the Security Agreement, as applicable, these Loan Terms and Conditions shall form a part of such Loan Agreement or Security Agreement, as applicable, in the extent specified by the relevant agreement. The Borrower by signing the Loan Agreement and the Guarantor by signing the Security Agreement confirm that they have accepted the Loan Terms and Conditions, they are aware of them, and they agree with the contents thereof in the extent specified in the Loan Agreement or the Security Agreement, as applicable.

1.3. For the purposes of the Loan Terms and Conditions, the following definitions shall have the following meanings:

**Agreement** - the Loan Agreement and/or the Security Agreement;

Amounts Due and Payable with the Lender's **Receivable** - any interests, default interests and any costs connected with claiming the Total Lender's Receivable;

**Banking Day** - in respect of the Loan to be provided by the Lender to the Borrower:

- (i) in EUR, on each business day during which the banks in the Slovak Republic may actually perform interbanking transactions and transactions with the National Bank of Slovakia,
- (ii) in the Foreign Currency on each day, during which the banks are open in the Slovak Republic and in the country where the interbank market is located, where the reference rate is fixed

and applied according to the Loan Agreement for calculation of the interests;

however, always except for Saturday and Sunday and also any such business day which will be declared by the Lender, due to serious operational reasons, as non-business or non-banking day. Notwithstanding the foregoing it applies that any Saturday and/or any Sunday is considered a Banking Day only if and when determined (decided) by the Lender, and this also in the event when in respect of the Instalment Loan, the Saturday or Sunday is determined as a Banking Day directly in the Loan Agreement;

**Basic Terms** - that part of the Loan Agreement which is named „Basic Terms“, stipulating the basic characteristics of the Loan provided under the Loan Agreement;

**Blocked Overdraft Facility** - any funds to be drawn by the Lender from the Borrower's Account in the amount to be determined according to the Loan Agreement, however, not exceeding the Loan Facility and upon satisfaction of the agreed conditions, even in case the Borrower has not available any funds in the Borrower's Account;

**Borrower** - any person and/or persons which are a contractual party of the Lender in the Loan Agreement, and/or any persons which are bound to the Lender to pay the Total Lender's Receivable and/or any relevant part thereof upon assumption of debt or accession to the obligation, and/or any persons to whom the obligation to pay the Total Lender's Receivable and/or any relevant part thereof has been transferred or conveyed;

**Borrower's Account** means:

- a. for the purposes of Provision of Loan, all Borrower's current accounts held with the Lender and specified in the Basic Terms or such Borrower's current account which is determined for that purpose in the Loan Agreement; and
- b. in any other respect, particularly for the purposes of payment of any funds owed to the Lender under the Loan Documents from the Borrower's accounts and setting-off receivables according to Article XIV of the Loan Terms and Conditions, all current accounts, term accounts, term deposit accounts, savings books and deposits held by the Lender for the Borrower, and also any funds entrusted by the Borrower to the Lender and representing a Lender's obligation to the Borrower for payment thereof;

**Borrower's Representations** - any individual and/or all Borrower's representations given in the Loan

Agreement and/or provided by the Borrower to the Lender in connection with conclusion of the Loan Agreement or the Provision of Loan;

**Capital Markets Terms and Conditions** - Capital Markets Terms and Conditions of Tatra banka, a.s., issued by the Lender valid from 15 May 2015 and effective from 15 June 2015 and each document replacing them;

**Centre of Main Interest** - has the meaning set forth in Article 3 (1) of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings, as amended, or in any other generally binding legal regulation replacing the Regulation;

**Credit Derivative to Mitigate the Credit Risk** means:

- (i) Credit Derivative under Art. 204 of Regulation (EU) No. 575/2013 of the European Parliament and of the Council of 26 June 2013 as amended, or in any other generally binding legal regulation replacing the Regulation and
- (ii) any other tool as set forth in paragraph i) of this definition, with the same or similar effect;

**Currency Trade** - any and all Currency Trades which the Lender concluded and/or will conclude with the Borrower under the COL Framework Agreement;

**Cut-off time** - the specific time by which the Borrower is liable to ensure sufficient funds on the Determined Account (defined in Section 6.1 below) for the purpose of Section 6.4. below, in the given moment determined by the Lender and published in the Lender's business premises;

**Date of Full Repayment** - of the Receivable or the Secured Receivable or the Total Receivable means a day of the unconditional and irrevocable payment of the given receivable and/or cessation thereof in full, so that no such receivable may arise in the future;

**Equivalent** - means the following conversions:

- conversion of certain amount to EUR based on the Relevant Exchange Rate for sale in the case the currency of the Loan is EUR and the converted amount is in the Foreign Currency,
- conversion of certain amount to the currency of the Loan based on the Relevant Exchange Rate for purchase in the case the currency of the Loan is in a Foreign Currency and the converted amount is in EUR,
- conversion of certain amount to the currency of the Loan based on the Relevant Exchange Rate for sale of the currency in the said amount against EUR and subsequently based on the Relevant Exchange Rate for purchase of the currency of the Loan against EUR in the case the currency of the Loan is in a Foreign Currency and the converted amount is in a Foreign Currency other than the currency of the Loan;

**Establishment** - with regard to a certain person it means a place, where such person performs the economic activities using the human resources, goods and services, which are not performed temporarily only under Article 2, par. 10 of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings, as amended, or in any other generally binding legal regulation replacing the Regulation;

**EUR or euro** - legal currency in the Slovak Republic;

**Event of Default** - any individual and/or all circumstances which are described as the Event of Default set forth in Section 13.1. of the Loan Terms and Conditions or in the Loan Agreement;

**Fee for A Reminder** - the fee to be paid by the Borrower to the Lender under clause 3.10. of the Loan Terms and Conditions;

**Fee for B Reminder** - the fee to be paid by the Borrower to the Lender under clause 3.11. of the Loan Terms and Conditions;

**Final Maturity Date** - the date determined in accordance with Section 7.3. of the Loan Terms and Conditions;

**Financial Covenants Terms and Conditions** the document containing the terms and conditions and the Financial Covenants calculation method issued by the Lender, as amended;

**Fixed Installment Facility** - a special type of the Loan to be provided by the Lender to the Borrower, provided it is agreed in the Loan Agreement in accordance with the provisions of Section 2.6. of the Loan Terms and Conditions;

**Foreign Currency** - any currency other than EUR, in which the Lender will provide the Loan to the Borrower or in which the Loan should be repaid according to the terms and conditions agreed in the Loan Agreement;

**Framework Agreement COL** - contractual relationship which will be or was established due to acceptance of the client's Request for Trading with the Lender and to which the Capital Markets Terms and Conditions apply;

**Framework Agreement on Deposits** all framework and individual Agreements on Deposits, Agreements on Deposit Accounts, Agreements on Secured Assignment of Receivables, Agreements on Pledge or agreements designated otherwise concluded by and between the Lender and Guarantor referring to the Guarantee Agreement and/or Lender's Special Receivables BG and/or under which the Lender creates the deposit account or deposit for the purpose of securing the Lender's Special Receivables BG for the Guarantor;

**Framework Agreement on Deposits LoC** all framework and individual Agreements on Deposits, Agreements on Deposit Accounts, Agreements on Secured Assignment of Receivables, Agreements on Pledge or agreements designated otherwise

concluded by and between the Lender and Borrower, referring to the L/C Agreement and/or Lender's Special Receivables LoC and/or under which the Lender creates the deposit account or deposit for the purpose of securing the Lender's Special Receivables LoC for the Borrower;

**Guarantee** - any and all bank guarantees which were or will be issued by the Lender under the Guarantee Agreement and under which or with regard to which there exists the Lender's commitment towards third person;

**Guarantee Agreement** - each agreement, in particular the Framework Agreement concerning issuing the bank guarantees concluded by and between:

- Lender and Borrower, under which the Lender undertakes or is authorised to issue the Guarantees for the Borrower or third persons and which refers to the Loan Agreement with regard to securing the receivables,
- Lender and a third person designated in the document containing the Framework Agreement on Deposits, under which the Lender undertakes or is authorised to issue the Guarantees for third persons and which refers to the Loan Agreement with regard to securing the receivables,
- Lender and Borrower and a third person, under which the Lender undertakes or is authorised to issue the Guarantees for a third person and which refers to the Loan Agreement with regard to securing the receivables;

**Guarantor** - each individual person and/or all persons which provide in favour of the Lender a security of the Total Lender's Receivable and/or any relevant part thereof under the Security Agreements, including any persons which are identified in the Loan Agreement as a guarantor, and also including the Borrower, provided the security of the Total Lender's Receivable or the relevant part thereof is provided by the Borrower;

**Guarantor's Account** - all current accounts, term accounts, term deposit accounts, savings books and deposits held by the Lender for the Guarantor and also any funds entrusted by the Guarantor to the Lender and representing a Lender's obligation to the Guarantor for payment thereof;

**Guarantor's Representations** - any individual and/or all Guarantor's representations given in the Security Agreement and/or provided by the Guarantor to the Lender in connection with conclusion of the Security Agreement or the Provision of Loan;

**Installment Facility** - any funds to be provided by the Lender to the Borrower under the Loan Agreement; upon repayment of which the Borrower shall not be entitled to request any further Loan Drawdown, unless stipulated otherwise in the Loan Agreement;

**Interest Period** - each individual and/or all periods for which the interest from the Loan shall be calculated according to the agreed interest rate, and as such periods are specified in Article V. of the Loan Terms and Conditions or in the Loan Agreement;

**Interest Rate Determination Date** means:

- a. except for cases specified in paragraphs b), c), d) and e) below in respect of any Interest Period the second Banking Day prior to the first day of the relevant Interest Period,
- b. in respect of any Interest Period, each day which is the second Banking Day prior to each individual day of the Interest period, provided that the Basic Terms stipulate that:
  - (i) the relevant reference rate is determined for any period other than O/N (overnight) period, e.g. 1 month (1M), 3 months (3M), and also
  - (ii) it will be changed on a daily basis,
- c. in respect of any Interest Period, each day for which the interest are calculated for the purposes of the Loan Agreement, provided that the Basic Terms stipulate that:
  - (i) the relevant reference rate is determined for the O/N (overnight) period and it concerns the reference rate other than EONIA, and also
  - (ii) it will be changed on a daily basis,
- d. in respect of any Interest Period, each day for which the interest are calculated for the purposes of the Loan Agreement, provided that the Basic Terms stipulate that:
  - (i) the relevant reference rate is EONIA, and also
  - (ii) it will be changed on a daily basis,
- e. in the case of Overdraft Facility if the Basic Terms stipulate that the relevant reference rate is determined for 1 month (1M) and at the same time it will be changed on a monthly basis:
  - (i) in respect of any Interest Period commencing on the last day of the calendar month, the second Banking Day prior to the last Banking Day in the relevant calendar month, in which the relevant Interest Period commenced,
  - (ii) in respect of any Interest Period commencing on a day other than the last day of the calendar month, the second Banking Day prior to the last Banking Day in the preceding calendar month.

Under paragraphs b), c) and d) of this definition, for calculation of interests for the relevant day during the Interest Period, the applicable reference rate will apply, which means that the relevant reference rate will be changed on a daily basis. The reference rate specified in paragraph e) of this definition will be used for calculation of the interest during the entire Interest Period free of any change;

**L/C Agreement** - each agreement concluded by and between:

- Lender a Borrower, under which the Lender undertakes or is authorised to issue the Letters of Credit based on the Borrower's order and which refers to the Loan Agreement with regard to securing the receivables and
- Lender and Borrower and a third person, under which the Lender undertakes or is authorised to issue the Letters of Credit based on the Borrower's order and which refers to the Loan Agreement with regard to securing the receivables;;

**Lender** - Tatra banka, a.s., Hodžovo námestie No. 3, 811 06 Bratislava, Identification number: 00 686 930, registered in the Commercial register of the District Court Bratislava I., Section: Sa, File No. 71/B, as well as any other person which will become an owner of the Total Lender's Receivable or any part thereof under the Loan Documents;

**Lender's Receivable** - the Lender's receivable to the Borrower for repayment of the Principal;

**Lender's Special Receivables** - common name for Lender's Special Receivables BG, Lender's Special Receivables LoC and Lender's Special Receivables COL;

**Lender's Special Receivables BG** any and all existing and future subsequent financial Lender's receivables, including their amounts due and payable:

- receivables resulting from or relating to Guarantee Agreement, Guarantees and Framework Agreement on Deposits, including receivables concerning payment of the secured amounts, prepayments and all fees under the Guarantee Agreement and also all other relating fees,
- receivables resulting from performance under the Guarantee,
- receivables concerning payment of the fees and compensations specified in the Security Agreement and/or in the Special Tariff of Fees,
- receivables resulting from or relating to Borrower's representation as the guarantor performed with regard to any of the aforementioned receivables.

If any amount of the Lender's Special Receivables BG in the currency other than the currency of the Loan, such amount for the purpose of:

- (i) determining the sum of a part of the Loan Facility or Loan whose purpose is to secure and pay the Lender's Special Receivables BG and also for the purpose of securing Lender's Special Receivables BG will be considered the amount equal to 115% of the Equivalent in the currency of the Loan,
- (ii) payment of the Lender's Special Receivables BG will be considered the sum amounting to 100% of the Equivalent in the currency of the Loan;

**Lender's Special Receivables COL** any and all existing and future financial Lender's receivables from Borrower, including their amounts due and payable, resulting from or relating to the Framework Agreement COL and/or Currency Trade. If any amount of the Lender's Special Receivables COL in the currency other than the currency of the Loan, such amount for the purpose of:

- (i) determining the sum of a part of the Loan Facility or Loan whose purpose is to secure and pay Lender's Special Receivables COL and also for the purpose of securing Lender's Special Receivables COL will be considered the amount equal to 115% of the Equivalent in the currency of the Loan,
- (ii) payment of the Lender's Special Receivables COL will be considered the sum amounting to 100% of the Equivalent in the currency of the Loan;

**Lender's Special Receivables LoC** any and all existing and future financial Lender's receivables specified below, including their amounts due and payable, namely:

- receivable resulting from or relating to L/C Agreement and/or Letters of Credit, including the receivable for payment of the prepayment under L/C Agreement and receivables for payment of the funds which the Lender is to pay or will pay to a third person under the Letters of Credit,
- receivable resulting from the Framework Agreement on Deposits LoC,
- receivable concerning payment of the fees and compensations specified in the Security Agreement and/or in the Special Tariff of Fees,
- receivable concerning repayment of the unauthorised overdraft on any Borrower's account maintained with the Lender,
- receivable resulting from or relating to the Borrower's representation as the guarantor performed with regard to any of the receivables specified in this definition.

If any amount of the Lender's Special Receivables LoC in the currency other than the currency of the Loan, such amount for the purpose of:

- (i) determining the sum of a part of the Loan Facility or Loan whose purpose is to secure and pay Lender's Special Receivables LoC and also for the purpose of securing Lender's Special Receivables LoC will be considered the amount equal to 115% of the Equivalent in the currency of the Loan,
- (ii) payment of the Lender's Special Receivables LoC will be considered the sum amounting to 100% of the Equivalent in the currency of the Loan;

**Letter of Credit** - any and all letters of credit, which have been or will be issued by the Lender based on the Borrower's order under the L/C Agreement and under or in respect of which there is the Lender's

commitment towards a third person;

**Loan** - the Installment Facility and/or the Overdraft Facility;

**Loan Agreement** - means collective definition of the Loan Agreement, the Security Agreements, Financial Covenants Terms and Conditions and any additional document identified by the Lender and the Borrower or by the Lender and the Guarantor as a document representing the Loan Documents;

**Loan Documents** - mean collective definition of the Loan Agreement, the Security Agreements, and any additional document identified by the Lender and the Borrower or by the Lender and the Guarantor as a document representing the Loan Documents;

**Loan Drawdown** - application of the funds raised from the Provision of Loan in the manner described in Section 2.3. of the Loan Terms and Conditions;

**Loan Facility** - authorized overdraft in the Borrower's Account amounting to the Loan or the loan facility, which is specified in the Basic Terms;

**Loan Provision Date** - the date specified in Section 2.2.2. of the Loan Terms and Conditions;

**Loan Provision Terms** - all conditions precedent, satisfaction of which is required, according to the Loan Agreement, for the Lender's commitment to provide the Loan and for the Borrower's right to request the Provision of Loan;

**Loan Terms and Conditions** - these General Loan Terms and Conditions and the terms and conditions of security of the loans of Tatra banka, a.s., as amended;

**Material Negative Effect** means material negative effect:

- a. on the business or financial situation of the Borrower, the Guarantor or perspectives thereof;
- b. on the ability of the Borrower or the Guarantor to fulfill their obligations under any of the Loan Documents, of which they are parties; or
- c. on validity or enforceability of any of the Loan Documents;

**Overdraft Facility** - any funds drawdown by the Borrower under the Loan Agreement from the Borrower's Account amounting to the Loan Facility, even in case the Borrower has not any funds available in the Borrower's Account;

**Parts of Lender's Receivable** - any parts of the Lender's Receivable, including (i) any fees to be paid by the Borrower or the Guarantor under the Loan Documents, the Loan Terms and Conditions, and the Tariff of Fees, (ii) any contractual penalties agreed to be paid by the Borrower or the Guarantor in the Loan Documents, (iii) any costs and other amounts which must be paid by the Borrower or the Guarantor based on the obligation set forth in the Loan Documents, the Loan Terms and Conditions, and the Tariff of Fees, and (iv) any other amounts identified in the Loan Documents as a „Part of the Lender's Receivable“;

**Principal** - any funds to be provided by the Lender to the Borrower under the Loan Agreement in the form of the Loan and which shall be repaid by the Borrower to the Lender according to the terms and conditions of the Loan Agreement;

**Provision of Loan** means provision of the Loan and/or any specific part thereof in the manner described in Section 2.2.1. of the Loan Terms and Conditions;

**Receivable from the Borrower's Account** - a receivable from the Borrower's Account, resulting from crediting any payments made to the Borrower's Account or any deposit in cash to the Borrower's Account and/or the Borrower's receivable to the Lender for crediting funds to the Borrower's Account;

**Receivable from the Guarantor's Account** - a receivable from the Guarantor's Account, resulting from crediting any payments made to the Guarantor's Account or any deposit in cash to the Guarantor's Account and/or the Guarantor's receivable to the Lender for crediting funds to the Guarantor's Account;

**Relevant Exchange Rate** - exchange rate declared by the Lender and valid on the relevant conversion date;

**Sanctions** - means any economic, financial or commercial (or in any other way identified) sanctions or embargoes or any other restrictive measures resulting from the generally binding legal regulations or any decision, measure or regulation adopted by the Sanctions Authority, with the exception of sanctions that may not be complied with under the Council Regulation (EC) No 2271/96 of 22 November 1996 protecting against the effects of the extra-territorial application of legislation adopted by a third country, and actions based thereon or resulting therefrom, as amended, or any other generally binding legal regulation replacing it.

**Sanctioned Person** - means, with regard to any Sanction, a person which:

- a. is listed in the Sanctions List or (to the extent determined by the relevant Sanctions) owned or controlled by a person on the Sanctions List or (to the extent determined by the relevant Sanctions) by a person acting on behalf of any such persons,
- b. has its registered office or place of business in the state or territory affected by the Sanctions or is established under the laws of the state affected by the Sanctions or (to the extent determined by the relevant Sanctions) is owned or controlled by such person or (to the extent determined by the relevant Sanctions) is a person acting on behalf of any such person, or
- c. is otherwise subject of the Sanctions.

**Sanctions Authority** - means any of the following:

- a. the United States of America,
- b. the United Nations,

- c. the European Union and any of its Member States,
- d. the United Kingdom,
- e. any authority or agency of any state or institution under any of the paragraphs above of this definition, as well as the state in which the Borrower or Guarantor has its registered office, including:
  - (i) President, Government, Congress, the United States Department of State and the Office of Foreign Assets Control (hereinafter the "OFAC"), Secretary of the Treasury of the United States of America,
  - (ii) the United Nations Security Council,
  - (iii) Her Majesty's Treasury (hereinafter the "HMT") and the Department for Business, Energy and Industrial Strategy of the United Kingdom.

**Sanctions List** means:

- a. the list identified as "Specially Designated Nationals and Blocked Persons List" maintained by OFAC and the list of persons sanctioned by the United States Department of State, as published in the federal register
  - b. the lists identified as "Consolidated List of Financial Sanctions Targets" and "Investment Ban List" maintained by HMT or
  - c. any similar list maintained by the United Nations Security Council or the European Union;
  - d. any similar list or document maintained by any Sanctions Authority,
- as amended, or any other list replacing them.

**Schedule of Repayment** - the schedule listing the amounts and dates of repayment of the installments of the Loan, as specified in the Loan Agreement, which may be modified by addenda to the Loan Agreement and in accordance with the provisions of the Loan Terms and Conditions and/or the Loan Agreement;

**Secured Receivable** - any individual and/or all Lender's receivables to the Borrower and/or the Guarantor specified below, security and payment of which is the purpose of concluding the Security Agreement, namely:

- the Lender's receivable for repayment of the Loan, as specified in the Security Agreement, together with the Amounts Due and Payable with the Lender's Receivable and the Parts of the Lender's Receivable according to the Loan Agreement, as specified in the Security Agreement, and/or
- the receivable, including other amounts due and payable, which shall arise as a result of, or in connection with, rescindment or termination of the Agreement, as specified in the Security Agreement, and/or
- the receivable, including other amounts due and payable, for delivery of any improper personal benefit, which shall arise or has

- arisen to the Lender in connection with the Loan Agreement, as specified in the Security Agreement, resulting from fulfillment by the Lender to the Borrower without any legal title, by fulfillment from any invalid legal act or by fulfillment from any legal reason which has already ceased, and/or
- the receivable for payment of any unauthorized overdraft in the Borrower's Account, with other amounts due and payable, and/or
- the receivable to the Borrower for payment of any contractual penalties according to the Loan Agreement, as specified in the Security Agreement, and/or
- the receivable to the Guarantor for payment of any costs and contractual penalties agreed to be paid by the Guarantor to the Lender in the Security Agreement;

**Securitisation** means:

- a. securitisation under Art. 4, Section 1, paragraph 3 of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 as amended, or in any other generally binding legal regulation replacing the Regulation and
- b. any other tool to cover the credit risk, as set forth in paragraph (a) of this definition, with the same or similar effect;

**Security Agreement** - all and/or any individual agreement between the Lender and the Guarantor and/or all and/or any individual Guarantor's representations which are connected with the security, and/or based on which a security of the Secured Receivable, including the Total Lender's Receivable shall be established in favour of the Lender, however, minimum those which are specified in Article VII. of the Loan Agreement;

**Special Agreement** - the Guarantee Agreement and/or the L/C Agreement and/or any other agreement under which the Lender's Special Receivables have arisen or shall arise for the Lender, as specified in the Loan Agreement;

**Special Tariff of Fees** - the document issued by the Lender including the list of fees for Lender's services provided by the Lender to the Borrower, in particular with regard to issuing the Letters of Credit and Guarantees;

**Tariff of Fees** - means a document which contains the list of fees and prices for the Lender's products and services;

**Total Lender's Receivable** - Lender's Receivable with other Amounts Due and Payable with the Lender's Receivable and Parts of the Lender's Receivable, and also any receivable for payment of all amounts owed to the Lender under the Loan Documents, and the Lender's receivable to the Borrower for payment of any unauthorized overdraft in the Borrower's Account with other amounts due and payable;

## Interpretation and Rules of Construction

For the purposes of any documents which refer to the Loan Terms and Conditions, including the Loan Agreement, the Security Agreement, any addenda thereto, and the Loan Terms and Conditions, the following shall apply:

- a. the definitions stated in the Loan Terms and Conditions shall be used with the meanings as set forth in the Loan Terms and Conditions, unless any other meaning is expressly ascribed to the above definitions in the relevant documents, or unless such use is expressly excluded in the relevant documents,
- b. the headings of individual articles are used exclusively for convenience and better orientation in the text,
- c. the above definitions shall be used with the meanings set forth in the Loan Terms and Conditions, regardless whether they are written with a small or capital letter, unless expressly stipulated otherwise or unless the context provides for otherwise,
- d. the above definitions shall be used with the meanings set forth in the Loan Terms and Conditions, regardless whether they are in singular or in plural, unless expressly stipulated otherwise,
- e. the definitions set forth in the Loan Agreement and in the Security Agreement shall be used for the purposes of the Loan Terms and Conditions with the meanings used in the Loan Agreement and in the Security Agreement, unless stipulated in the Loan Terms and Conditions otherwise,
- f. any reference to a legal regulation in any Loan Document or in the Loan Terms and Conditions means a reference to the applicable legal regulations, as amended, or any other legal regulation replacing the original legal regulation.

## Article II

### Provision of Loans

2.1. By execution of the Loan Agreement, the Lender agrees to provide to the Borrower a Loan upon satisfaction of the Loan Provision Terms, up to the amount and under the conditions specified in the Basic Terms, and the Borrower agrees to pay to the Lender the Lender's Receivable, the Amounts Due and Payable with the Lender's Receivable, and the Parts of the Lender's Receivable.

#### 2.2. Provision of Loan.

##### 2.2.1. Manner of Provision of Loan.

The Lender shall provide to the Borrower:

- a. the Installment Facility by crediting to the Borrower's Account the funds in the amount of the Loan or in the amount determined according to the Loan Agreement, whereupon the Borrower

shall be authorized to make the Loan Drawdown,

- b. the Overdraft Facility by opening the Facility in the Borrower's Account, whereupon the Borrower shall be authorized to make the Loan Drawdown, even in case no Receivable from the Borrower's Account exists, however, always only amounting to the Facility.

##### 2.2.2. Loan Provision Date.

The Loan Provision Date means a day when the Lender's commitment to provide the Loan shall be fulfilled, and such day is:

- a. in respect of the Installment Facility, a day when the Lender shall provide the Installment Facility in the manner described in Section 2.2.1.(a) of this Article,
- b. in respect of the Overdraft Facility, a day when the Lender shall provide the Overdraft Facility in the manner described in Section 2.2.1.(b) of this Article,

The Loan Provision Date may only be the Banking Day, and Lender shall provide to the Borrower the Loan no later than within two Banking Days of the date of satisfaction of the Loan Provision Terms. No later than on the Loan Provision Date, all Loan Provision Terms must be satisfied, save for the exceptions stated in the Loan Agreement.

##### 2.3. Loan Drawdown.

The Loan Drawdown means:

- a. in respect of the Loan Facility or any specific part thereof, which are not determined for security and payment of the Lender's Special Receivable, realization by the Lender of any orders for transfer from the Borrower's Account, and/or allowing the Borrower to make cash withdrawals from the Borrower's Account, and/or providing to the Borrower the Fixed Installment Facility, if agreed by the Lender with the Borrower in the Loan Agreement, all this also in case there exists no Receivable from the Borrower's Account,
- b. in respect of the Loan Facility or any specific part thereof determined for security and payment of the Lender's Special Receivables by:
  - (i) debiting by the Lender from the Borrower's Account, the amount of the Lender's Special Receivables in order to pay or secure the Lender's Special Receivables, and such amount shall be transferred by the Lender to the Borrower's deposit account opened and maintained by the Lender for the Borrower under the Special Agreement or in favour of the Lender's account, and/or

- (ii) setting-off by the Lender of the Lender's Special Receivables against the Receivable from the Borrower's Account or the Borrower's receivable for the Provision of Loan. The act of setting-off according to this paragraph shall be effective upon subsequent delivery of a statement from the Borrower's Account to the Borrower, which shall show such setting-off.

In such case, the Borrower is not authorized to claim any method of Drawdown of the Loan Facility, other than that described in this paragraph (b).

- c. in respect of the Blocked Overdraft Facility, debiting by the Lender from the Borrower's Account, upon satisfaction of all agreed conditions and without any special Borrower's request, an amount determined in the Loan Agreement, and such funds shall be transferred to the Borrower's Account held with the Lender, which is for such purpose identified in the Loan Agreement. In respect of the Blocked Overdraft Facility, the Borrower is not authorized to claim any method of Drawdown of the Loan Facility, other than that described in this paragraph (c).

2.4. If Borrower, without prior written agreement with the Lender, fails to start Loan Drawdown within 45 days of the date of execution of the Loan Agreement, the Lender shall have the right to terminate the Loan Agreement or not to provide the Loan or any part thereof. The provision of this paragraph shall not apply, if the purpose of the Provision of Loan under the Loan Agreement is security or payment of the Lender's Special Receivables.

2.5. The Borrower's right to request the Provision of Loan under the Loan Agreement shall continue:

- a. in case of Provision of the Overdraft Facility until the Final Maturity Date according to the Loan Agreement, unless the Loan Agreement or the Loan Terms and Conditions stipulate otherwise,
- b. in case of the Installment Facility until the moment when the Borrower draws all funds in the agreed amount, however, no later than until the Final Maturity Date,
- c. in case of a revolving Installment Facility, in respect of which according to the Loan Agreement any drawdown and repaid funds may be re-drawn, until the earlier of the date determined in the Loan Agreement or according to the Loan Agreement or until the Final Maturity Date.

2.6. **Fixed Installment Facility.**

If the Lender and the Borrower agree in the Loan Agreement or in the amendment to the Loan Agreement on possible use of the Loan Facility in the form of Provision of Fixed Installment Facilities by the Lender to the Borrower, for the purpose of

such Loan Agreement, the provisions stipulated herein below shall apply.

2.6.1. For the purpose of the Provision of Fixed Installment Facility, the Borrower is authorized to notify the Lender about the amount of the requested Fixed Installment Facility, the required date of the Provision of Fixed Installment Facility, the duration of the loan term (hereinafter, the last day of the loan term of the Fixed Installment Facility shall be referred to as the „**Fixed Installment Facility Due Date**” and all information notified by the Borrower to the Lender, which are relating to the requested Fixed Installment Facility shall be referred to as the „**basic characteristics**”).

2.6.2. The agreement between the Lender and the Borrower on the Provision of Fixed Installment Facility may be concluded also in oral form. In connection with the notice on the basic characteristics, the Lender shall propose to the Borrower the interest rate for the requested Fixed Installment Facility. Upon acceptance thereof by the Borrower, e.g. by stating „accepted“, „agreed“, „O.K.“ etc., and upon satisfaction of the conditions agreed in connection with the Provision of Fixed Installment Facility, the transaction shall be deemed to be concluded and irrevocable. The Lender shall be authorised to make an audio record from the telephone discussion between the Lender and the Borrower on the Provision of Fixed Installment Facility. The Lender shall be also authorized to use such audio record as an evidence proving conclusion of an agreement on Provision of Fixed Installment Facility. The interest rate applicable for the Fixed Installment Facility shall be fixed until the due date thereof. In respect of the Fixed Installment Facility, the term “time of concluding the transaction” shall mean the moment specified by an exact hour and minute of conclusion of an agreement on Provision of Fixed Installment Facility (hereinafter referred to as the „**time of agreeing the transaction**”), and the term “date of agreeing on the transaction” shall mean the day when the agreement on Provision of Fixed Installment Facility is concluded (hereinafter referred to as the „**date of agreeing the transaction**”).

2.6.3. The interests for the Fixed Installment Facility shall be calculated according to the interest rate applicable for the Fixed Installment Facility, from the amount of the provided Fixed Installment Facility from the date of Provision of Fixed Installment Facility until the due date of the Fixed Installment Facility. In case of any unauthorized overdraft of the Loan Facility resulting from the Provision of Fixed Installment Facility, the Lender shall have the right, in its own discretion, to modify the



- amount of the Fixed Installment Facility so that the Loan Facility may be used in the maximum amount and not be overdraft.
- 2.6.4. The Lender shall subsequently send, after the effective date of the agreement on Provision of Fixed Installment Facility, to the Borrower within do 5 Banking Days a notice on Provision of Fixed Installment Facility, which shall contain the amount of the Fixed Installment Facility, the interest rate applicable for the Fixed Installment Facility, the date of Provision of Fixed Installment Facility, and the due date of the Fixed Installment Facility. This shall not affect the agreement on the oral form for conclusion of the agreement on Provision of Fixed Installment Facility. The Provision of Fixed Installment Facility shall automatically reduce the Loan Facility by the amount of the provided Fixed Installment Facility (hereinafter in this paragraph, such reductions of the Loan Facility shall be referred to as the „**reduction resulting from the Provision of Fixed Installment Facility**”).
- 2.6.5. The Fixed Installment Facility plus the interests thereon shall be due and payable in a single installment as of the due date of the Fixed Installment Facility and it shall be repaid by debiting the Borrower's Account and drawdown of the Loan Facility in the amount of the reduction due to Provision of Fixed Installment Facility and the interests due and payable. The interest rate applicable for the Fixed Installment Facility shall not apply for Drawdown of the Loan Facility. The due date of the Fixed Installment Facility cannot fall after the final maturity date of the Loan Facility. The Fixed Installment Facility cannot be prepaid prior to the agreed due date thereof.
- 2.6.6. Any rights and liabilities of the Lender and the Borrower relating to the Fixed Installment Facility which are not expressly stipulated in this paragraph and in the Loan Agreement shall be governed accordingly by the provisions of the Loan Terms and Conditions applicable for the Installment Facility.
- 3.2. **Front-end fee.** For concluding the Loan Agreement the Borrower must pay to the Lender a flat front-end fee on the date the Loan Agreement is entered into.
- 3.3. The basis for calculation of the Front-end fee specified in Section 3.2 above is the amount of the Loan set forth in the Basic Terms. This shall not apply if the amount of the front-end fee is set forth in the Loan Agreement as a fixed fee. In order to pay this fee, the Borrower is authorized to use the funds raised by the Provision of Loan only in case it is not contrary to the purpose of the Provision of Loan according to the Loan Agreement.
- 3.4. **Overdraft Fee.** If the amount of the Drawdown Loan exceeds the Loan Facility any time prior to the Final Maturity Date, the Lender shall be authorized to request the Borrower to pay a contractual penalty (hereinafter referred to as the “**overdraft fee**”) in the agreed amount from the difference between the Drawdown Loan and the Loan Facility. The overdraft fee is due and payable always on the next following interest payment date.
- 3.5. **Commitment fee.** In connection with Provision of the Overdraft Facility, the Borrower is liable to pay to the Lender a commitment fee for any unused facility, representing a revolving remuneration for the Lender according to § 499 of the Commercial Code and the percentage fee for the unused facility is exactly determined in the Loan Agreement. The basis for calculating the fee for the unused facility shall be the amount of the undrawn Loan, agreed to be provided by the Lender to the Borrower under the Loan Agreement. The fee for unused facility is due and payable always on the next following interest payment date.
- 3.6. **Fee for Drawdown of Part of the Loan.** If Provision of the Loan is agreed in the Loan Agreement in parts, always against submission of agreed documents (securities – e.g. warrants for goods, invoices, receipts of goods delivery, etc.), the Borrower shall be liable to pay to the Lender a fee for drawdown of a part of the Loan on revolving basis, always for each individual Provision of a part of the Loan. The basis for calculation of this fee is the amount of the Provision of a part of the Loan. This shall not apply, if the amount of the fee is set forth in the Loan Agreement as a fixed fee. This fee shall be due and payable always on the date of each individual Provision of a part of the Loan.
- 3.7. **Fee for Prepayment.** The Lender has the right, by a written notice, to request the Borrower to pay a fee for prepayment in cases described in the Loan Agreement and in Sections 7.3.3.1. and 7.3.5. of the Loan Terms and Conditions, notwithstanding whether such fee is set forth in the Loan Agreement. The amount of this fee is specified in the Loan Agreement or (if not specified

### Article III

#### Fees and Reimbursements Connected with Loan Agreement

- 3.1. In connection with the Loan Document, the Borrower is obligated to pay to the Lender the fees set forth in the Loan Documents, the Loan Terms and Conditions, and in the part of the Tariff of Fees which contains the fees relating to, or connected with, the loans, accounting for the part thereof which contains the principles of charging the fees,

in the Loan Agreement) in the Tariff of Fees (as the Fee for Prepayment).

- 3.8. **Fee for Prolongation and Increase.** If the Lender and the Borrower conclude an amendment to the Loan Agreement, which shall stipulate any later final maturity date and/or increase of the Loan, the Borrower shall be liable to pay, in this connection, to the Lender a fee set forth in the given amendment to the Loan Agreement. Such fee shall be due and payable on the date set forth in the amendment to the Loan Agreement, and if no such due date is set forth in the amendment to the Loan Agreement, then on the date of execution of the amendment to the Loan Agreement. Any other relations in respect of payment of this fee shall be governed accordingly by the provisions of Sections 3.2. and 3.3. of the Loan Terms and Conditions.
- 3.9. **Fee for management of the loan.** The Borrower is obligated to pay to the Lender, on monthly basis, the fee for management of the loan in the amount set forth in the Tariff of Fees. Unless in the Tariff of Fees specified otherwise, the fee for management of the loan is due and payable always on a day in each calendar month when the interests from the given loan are due and payable. If the interests are not due and payable in each calendar month, the fee will be due and payable on a day in each calendar month, which is identical with the day when the interests are otherwise due and payable, and if there is not such day in the relevant calendar month, the fee for management of the will be due and payable on the last calendar day of the relevant calendar month.
- 3.10. **Fee for a written reminder or call notice in case of delay with payment or fulfillment of any other obligations.** The Borrower is obligated to pay to the Lender the fee for each sent written reminder or call notice (other than the call notice set forth in clause 3.11. below) notifying the Borrower about (i) delay with payment of any amount of the Total Lender's Receivable or fulfillment of any obligation arising for the Borrower or the Guarantor from the Loan Documents, or (ii) violation of any obligation arising for the Borrower or the Guarantor from the Loan Documents. The amount of the fee is set forth in the Tariff of Fees. Unless in the Tariff of Fees stipulated otherwise, the fee is due and payable always on a day specified in the given reminder or call notice from the Lender, and if no such day is set forth in the reminder, then it is due and payable on the third Banking Day following delivery of the reminder to the Borrower.
- 3.11. **Fee for a reminder or call notice in case of failure to furnish financial statements on the determined dates.** The Borrower is obligated to pay to the Lender the fee for each sent written reminder or call notice notifying the Borrower about delay in (i) furnishing of financial statements which must be furnished to the Lender by the Borrower or the Guarantor under the Loan Documents, or (ii) furnishing of any other documents which may be required by the Lender according to clause 8.2.(b) and (c) or clause 8.3(b) and (c) of the Loan Terms and Conditions. The amount of that fee is set forth in the Tariff of Fees. Unless in the Tariff of Fees stipulated otherwise, the fee is due and payable always on a day specified in the given reminder or call notice from the Lender, and if no such day is set forth in the reminder, then it is due and payable on the third Banking Day following delivery of the reminder to the Borrower.
- 3.12. Payment of the fees according to clauses 3.10. and 3.11. above shall be without prejudice to exercise of any other Lender's rights which are related to the delay notified in the call notices set forth in clauses 3.10. and 3.11. above.
- 3.13. **Fee for Change.**
- 3.13.1. The Borrower undertakes to pay to the Lender a fee for change in any amount set forth in the Tariff of Fees (hereinafter referred to as the „**Fee for Change**“), in connection with each of the following events on individual basis:
- a. preparation and execution of an amendment or any other modification of any of the Loan Documents or a new Loan Document made under, or in connection with, Borrower's or Guarantor's request, except for an amendment the object of which will be (i) determination of a later Final Maturity Date in respect of the date which is currently stated as the Final Maturity Date in the Basic Terms, and also (ii) any increase of the Loan Facility,
  - b. preparation and execution of any waiver of right, consent or statement requested by the Borrower or Guarantor from the Lender under any of the Loan Documents.
- 3.13.2. The Fee for Change will be due and payable always on the date of signing the document in respect of which such fee should be paid, by the Lender. If the Borrower or the Guarantor files a single request for modification of several documents or preparation of several new documents or several waivers of rights, consents or statements, then the Fee for Change is due and payable in respect of each such individual change, preparation, waiver of right, consent, and statement.
- 3.14. **Fee for Pretermination.**
- 3.14.1. The Borrower undertakes to pay to the Lender a fee for execution of each amendment to the Loan Agreement (hereinafter referred to as the „**Fee for Pretermination**“), the object of which will be determination of an earlier Final Maturity Date in respect of the date which is currently stated as the Final Maturity Date in the Basic Terms. The Fee for Pretermination is due and payable in the amount set forth in the Tariff of Fees.

- 3.14.2. The Fee for Pretermination is due and payable always on the date of execution of the given amendment to the Loan Agreement.
- 3.15. **Fee for Non-withdrawal.**
- 3.15.1. The Lender is authorized to charge to the Borrower a fee for non-withdrawal (hereinafter referred to as the „**Fee for Non-withdrawal**“), commencing on the Initial Date set forth in the Loan Agreement.
- 3.15.2. The essential period for calculation of the Fee for Non-withdrawal will be every period to be determined by the Lender under the Loan Agreement (hereinafter referred to as the „**Pay Period**“), where:
- the first Pay Period will commence on the Initial Date and will normally end on the last day of the calendar quarter, in which the Initial Date occurred or on any other date set forth in the Loan Agreement,
  - each subsequent Pay Period will commence on the last day of the preceding Pay Period and will normally end always on the last day of the third whole calendar month following the first day of such period,
  - duration of the last Pay Period will be determined by the Lender.
- Each individual Pay Period shall include the first day of the relevant Pay Period, except for the last day of such Pay Period, which will be the first day of the next following Pay Period. The Fee for Non-withdrawal will be calculated in arrears for each individual day of every Pay Period, on the basis of a 360 day calendar year, as a multiply of (i) the undrawn amount of the Loan determined upon closing the relevant day of the Pay Period, and (ii) the rate of the Fee for Non-withdrawal, set forth in the Loan Agreement and currently applicable for the relevant Pay Period or any part thereof. Unless the Lender determines otherwise, the last Pay Period will end on the Full Payment Date.
- 3.15.3. For the purposes of calculation of the Fee for Non-withdrawal, it shall also apply that:
- any undrawn amount of the Loan, serving as a basis for calculation of the Fee for Non-withdrawal, will be reduced by the amount of every part of the Loan, which was provided for payment and security of the Lender's Special Receivables;
  - the Fee for Non-withdrawal will be due and payable always on the date of Lender's decision, however, no later than on the 30th day following the end of the relevant Pay Period for which the Lender charges the Fee for Non-withdrawal,
  - the Lender is authorized to charge the Fee for Non-withdrawal also in the event of applying the regime after the Final maturity date.
- 3.16. **Monitoring Fee.**
- 3.16.1. The Lender is entitled to request from the Borrower, in connection with the Provision of a Non-Revolving Installment Facility (in which, according to the Loan Agreement, it is not possible to re-draw the drawn-down and paid funds), a monitoring fee, which is a repeated remuneration of the Lender under § 499 of the Commercial Code, where the amount of the monitoring fee is specified in the Loan Agreement or (if not specified in the Loan Agreement), the amount of the fee specified in the Tariff of Fees shall be used for its determination (hereinafter referred to as „**Monitoring Fee**“).
- 3.16.2. The basis for calculation of the Monitoring Fee is the sum of:
- the amount of the non-revolving Installment Facility provided and outstanding;
  - the amount of a non-revolving Installment Facility that may still be Provided to the Borrower under the Loan Agreement (irrespective of the existence of the Lender's Commitment to Provide the Loan in question or a portion thereof) upon compliance with the conditions set forth in the Loan Agreement, always at the anniversary date of the relevant Loan Agreement.
- 3.16.1. The Monitoring Fee is payable on the day of each anniversary of the conclusion of the Loan Agreement, which occurs until the Final Maturity Date (inclusive). If the maturity day of the Monitoring Fee falls upon a day which is not a Banking Day, the Monitoring Fee shall be payable on the following Banking Day (in case this day is in the same calendar month) or previous Banking Day (in case the following Banking Day would be in the next calendar month).
- 3.17. The Borrower is liable to pay to the Lender any proved, reasonable, and inevitable costs for any external lawyers, external tax advisers, and external accountants, which shall be incurred by the Lender in connection with provision of the services by such persons to the Lender and in connection with the Loan Agreement. The Borrower is liable to reimburse the Lender for any expenditures and costs incurred by the Lender in connection with issue of the extract from the Commercial Register and the extract from the Ownership Title Certificate, in the event, the Borrower or the Guarantor is liable, according to the Loan Terms and Conditions or the Loan Documents, to furnish the given extracts to the Lender.
- 3.18. Any fees and reimbursements according to this Article shall be paid by the Borrower to the Borrower's Account or any other account identified by the Lender. The Lender is authorized to debit from the Borrower's Account the amount of any

fee and reimbursement, which the Borrower is obligated to pay to the Lender.

- 3.19. If the Basic Terms specify the amount of any of the fees which must be paid by the Borrower to the Lender, with adding „p.a.“, it means that such fee is a revolving due fee. Such fee shall be paid by the Borrower to the Lender on the date of execution of the Loan Agreement, subsequently in each year of the anniversary of the Loan Agreement, and in the last year of the term of the Loan Agreement on the Final Maturity Date.

## Article IV Interests and Default Interests

- 4.1. The interest rate means the rate serving as a basis for the Lender for calculation of the interests to be paid by the Borrower to the Lender during the Interest Period according to the Loan Agreement. The interest rate is determined as:
- a. the fixed rate, i.e. the rate which is expressed in the Loan Agreement in figures and which shall not be changed from the date of determination thereof until the agreed date, e.g. until revocation of such rate by the Lender (in the Loan Agreement identified e.g. as the rate until revoked or fixed), or
  - b. the floating rate, e.g. the rate which forms a part of the reference interest rate and the interest margin according to the Loan Terms and Conditions and/or Loan Agreement. The reference rate is particularly:
    - (i) Base Rate,
    - (ii) EURIBOR,
    - (iii) any other rate from the relevant interbank market, applicable for the currency of the Loan.

### 4.2. Fixed interest rate.

If the fixed interest rate is agreed in the Loan Agreement, then such rate shall apply only during a certain period or it shall end on the date of occurrence of certain circumstance. Any change in such interest rate shall be made on the first day upon expiry of the agreed period or on the date of occurrence of certain circumstance. Such circumstance may be a decision of the Lender on change in the rate in view of the conditions in the relevant monetary market. The decision on change in the interest rate shall be delivered by the Lender to the Borrower.

### 4.3. Floating interest rate.

#### 4.3.1. Base Rate.

- 4.3.1.1. The Base Rate means the rate determined by the Lender, and the actual percentage thereof shall be notified by the Lender to the Borrower. The actual percentage of the Base Rate at the time of execution

of the Loan Agreement is set forth in the Basic Terms.

#### 4.3.1.2.

The Lender is authorised to change the Base Rate from time to time. Any change in the Base Rate shall be effective from the date of the Lender's decision on such change, and subsequently the Lender shall notify such change to the Borrower (normally by a statement from the Borrower's Account).

#### 4.3.2.

#### Other Reference Rates.

##### 4.3.2.1.

#### LIBOR.

The LIBOR (London Interbank Offered Rate) in respect of the relevant Interest Period means the rate determined by ICE Benchmark Administration Limited or by any other person authorised to set the LIBOR, published on the page of the Thomson Reuters determined by the Lender (or on a page of any other service determined by the Lender, in the event of closing such service) about 11:00 am (London time) on the Date of determination of the interest rate, for the currency of the Loan and for the period determined at the reference rate set forth in the Basic Terms (e.g. 1M (i.e. 1 month), 3M (i.e. 3 months)). However, it also applies that if this reference rate is lower than zero, then such reference rate will be considered equal to zero.

##### 4.3.2.2.

#### EURIBOR and EONIA.

The EURIBOR in respect of the relevant Interest Period means the percentage rate p.a. determined by the European Money Markets Institute or by any other person authorised to set the rate, published on the „EURIBOR01“ page of the Thomson Reuters (or any other page of this service determined by the Lender or on a page of any other service determined by the Lender, in the event of closing such service) about 11:00 am (Bratislava time) on the Date of determination of the interest rate, for the currency of the Loan and for the period determined at the reference rate set forth in the Basic Terms (e.g. 1M (i.e. 1 month), 3M (i.e. 3 months)). However, it also applies that if this reference rate is lower than zero, then such reference rate will be considered equal to zero.

The EONIA (Euro OverNight Index Average) in respect of the relevant Interest Period means the percentage rate p.a. determined by the European Money Markets Institute or by any other person authorised to set the rate, published on the “EONIA=” page of the Thomson

- Reuters (or any other page of this service determined by the Lender or on a page of any other service determined by the Lender, in the event of closing such service) about 7:00 p.m. (Bratislava time) on the Date of determination of the interest rate, for the currency of the Loan and for the period O/N (overnight) from one Banking Day to the immediately following Banking Day. However, it also applies that if this reference rate is lower than zero, then such reference rate will be considered equal to zero.
- 4.3.2.3. **PRIBOR.**  
The PRIBOR (Prague Interbank Offered Rate) means the reference value of the interest rates in the market of interbank deposits, calculated (fixed) by the calculation agent for the Czech National Bank and the Czech Forex Club from quotations of reference banks for sale of deposits (offer) according to the algorithm set forth in the Rules for reference banks and calculation of reference interest rates quoted by the Czech National Bank, on the basis of act/360 convention, and which is fixed at 11:00 am CET on the Date of determination of the interest rate displayed with two decimal places. However, it also applies that if this Reference rate is lower than zero, then such Reference Rate will be considered equal to zero.
- 4.4. If no relevant reference rate is fixed in the relevant market, the basis for calculation of the interest rate shall be the monitoring of the interest rates in the relevant market of interbank deposits, namely the „sale“ rate for the period corresponding to the Interest Period. However, it also applies that if such determined rate is lower than zero, then such rate will be considered equal to zero.
- 4.5. If the duration of the first Interest Period is different from the time period set forth at the reference rate in respect of the interest rate set forth in the Basic Terms, then the interest rate for the first Interest Period shall be determined as the sum of the refinancing rate and the interest margin. The refinancing rate shall mean the interest rate derived by the Lender from the actual rate, for which actually, normally two Banking Days prior to beginning of the first Interest Period, funds are provided in the interbank market for the period corresponding to the first Interest Period.
- 4.6. Any change in the interest rate shall result, for the purposes of the Loan Agreement, in modification of the other Amounts Due and Payable with the Lender's Receivable and the Parts of the Lender's Receivable, calculation of which is agreed on the basis of the interest rate.
- 4.7. In respect of the Installment Facility, the Borrower shall pay the interests from the amount of the provided and outstanding Loan. In respect of the Overdraft Facility, the Borrower shall pay the interests from the amount of the drawn and outstanding Loan.
- 4.8. The interest shall be calculated according to Article V. of the Loan Terms and Conditions.
- 4.9. Payment of interests shall be governed by the provisions of Article VI. of the Loan Terms and Conditions.
- 4.10. **Default Interest.**
- 4.10.1. The Lender is authorised to request the Borrower and/or the Guarantor to pay the default interests, from the amount of the Secured Receivable, except for the default interests, with payment of which the Borrower and/or the Guarantor is in delay („**Outstanding Amount**“), commencing on the date of delay.
- 4.10.2. Calculation of the default interests shall be based on a 360-day year. The default interests will be due and payable on the earlier from the following dates:
- on the date, when the Lender performs the acts set forth in Section 6.2. below, aimed at payment of the default interests, or
  - on the date set forth in the Lender's notice addressed to the Borrower in order to pay the default interests.
- 4.10.3. The period commencing on the due date of the Outstanding Amount and ending on the date of payment of the Outstanding Amount will be divided into several periods in the duration to be determined by the Lender, and the first period will commence on the due date of the Outstanding Amount, and each following period will commence on the last day of the immediately preceding period.
- 4.10.4. During each period set forth in Section 4.10.3. above, the Outstanding Amount will bear default interests per annum set forth in the Loan Agreement or in any other Loan Document for calculation of default interest („**Agreed Default Interest Rate**“). If the Agreed Default Interest Rate is derived from the interest rate which is otherwise applicable, according to the Loan Agreement, for calculation of interests, the interest rate which would apply if the interests on the Outstanding Amount were calculated according to Article V. below will apply for determination of the Agreed Default Interest Rate. In respect of Agreed Default Interest Rate, the following will apply:
- if the legal regulations stipulate such maximum default interest rate which cannot be increased by an agreement between the parties („**Statutory Default**

**Interest Rate**“), due to which the Agreed Default Interest Rate could not be applied, for the purposes of the Loan Documents, the Statutory Default Interest Rate will be used, during the period of impossible application of the Agreed Default Interest Rate,

- b. the Agreed Default Interest Rate will always apply for the purposes of the Loan Documents, except the event it may not be used due to existence of the Statutory Default Interest Rate.

- 4.10.5. Each period determined by the Lender according to Section 4.10.3. above will be considered as the „Interest Period“ for the purposes of use of the definition of „Interest Rate Determination date“ and also use of the definition of the remaining reference rates for the purposes set forth in this Section 4.10.

## **Article V Interest Period**

- 5.1. The interests shall be calculated according to the exact number of elapsed days of the Interest Period and the interest rate applicable for the relevant Interest Period, based on a 360-day year, including the first day of the Interest Period but excluding the last day of the Interest Period. If the interest rate is determined as the sum of margin and the reference interest rate, the interests shall be calculated on the basis of the reference rate on the Interest Rate Determination Date. The Interest Period shall mean the period specified in Section 5.2. below, and the duration of the Interest Period is set forth in the Loan Agreement. The duration of the first Interest Period or any other Interest Period may be stated in the Loan Agreement differently from the duration of any other Interest Periods.
- 5.2. The first Interest Period for the amount of the provided Loan shall commence on the Loan Provision Date and shall end on the next following interest payment date. Any following Interest Period shall commence on the last day of the preceding Interest Period and shall end always on the next following interest payment date. The last Interest Period shall end on the Date of Full Payment of the Lender's Receivable.
- 5.3. If the Installment Facility is drawn in parts (in tranches), the first Interest Period of each tranche shall commence on the Date of Provision of the relevant tranche, and each tranche shall have its own first and the next following Interest Periods. The Interest Periods of the provided tranches shall be unified in the next following interest payment date, on which the next following Interest Period shall commence and shall be common for all provided tranches.

## **Article VI**

### **Payment of Total Lender's Receivable**

- 6.1. The Borrower is obliged to pay the Total Lender's Receivable under the provisions of the Loan Agreement to the Borrower's current account maintained by the Lender and specified in the Basic Terms or the Borrower's current account determined for this purpose in the Loan Agreement (**“Determined Account”**). If any Event of Default occurs, the Lender shall have the right, by a notice addressed to the Borrower, to determine any other account for payment of the Total Lender's Receivable, including a Lender's account.
- 6.2. **Payment of the Total Lender's Receivable.** The Total Lender's Receivable shall be paid as follows:
  - a. by debiting the due and payable part of the Total Lender's Receivable from the Borrower's Account and from the Guarantor's Account by the Lender, and if this is impossible from any reason whatsoever, then
  - b. by setting-off the Receivable from the Borrower's Account and by setting-off the Receivable from the Guarantor's Account against the due and payable Total Lender's Receivable or any part thereof. In order the setting-off according to this paragraph be effective, subsequent delivery of a statement from the Borrower's Account or from the Guarantor's Account shall be sufficient, which shall show making of such setting-off,
  - c. by crediting the funds in the amount of the due and payable part of the Total Lender's Receivable to the account determined by the Lender, if the Lender shall exercise its authorisation set forth in Section 6.1. above.
- 6.3. **Repayment Day.** The repayment day of the Total Lender's Receivable and/or any relevant part thereof shall be deemed to be the date, when:
  - a. the Lender debits from the Borrower's Account or Guarantor's Account any funds in the amount of the due and payable Total Lender's Receivable and/or any due and payable part thereof, or
  - b. the due and payable Lender's Receivable is set-off against the Receivable from the Borrower's Account or Receivable from the Guarantor's Account, or
  - c. in case the Lender exercises its authorisation set forth in Section 6.1. above, the funds in the amount of the Total Lender's Receivable are credited to the account determined by the Lender.
- 6.4. The Borrower is liable, on the due date of the Total Lender's Receivable and/or any part thereof, to ensure in the Determined Account by the Cut-off Time (unless agreed in the Loan Agreement

otherwise) sufficient funds for payment thereof, in respect of which the Borrower's right to dispose of such funds is not prohibited or restricted. The same obligations must be fulfilled by the Borrower with regard to the account determined by the Lender, if the Lender exercises its authorisation specified in Section 6.1 above. If there are insufficient funds under this Section in the Determined Account or in the account determined by the Lender, if the Lender exercises its authorisation referred to in Section 6.1. above, until the said Cut-off Time, the Borrower is in delay with paying the Total Lender's Receivable or its relevant part, and the Lender will be entitled (but not obliged) to perform the actions specified in Section 6.2. paragraph (a) and/or (b) above with respect to any Borrower's Account (not only to the Determined Account) and also to the Guarantor's Account.

6.5. If the Loan Agreement specifies the date of payment of the Total Lender's Receivable or any part thereof (e.g. the due date of the instalment of the Principal, the final maturity of the Loan Facility or any part thereof or payment of the interests) as of the last day of a month, it shall mean that it shall be due and payable on the last calendar day in a month. If the due date of the Total Lender's Receivable or any part thereof (e.g. the due date of the instalment of the Principal, the final maturity of the Loan Facility or any part thereof or payment of the interests) falls on a day which is not a Banking Day, the following shall apply:

- a. in respect of the Overdraft Facility, the due date shall be such non-banking day,
- b. in respect of the Installment Facility, such due date shall be the immediately preceding Banking Day,

and this day shall at the same time be also the last day of the relevant Interest Period. If the first due date of the instalment of the Principal falls on the day on which the Loan or its relevant portion was Provided for the first time, the first instalment of the Principal will be due on the next Banking Day.

6.6. The Borrower and/or the Guarantor are liable to pay any part of the Total Lender's Receivable due and payable to the Lender according to the Loan Agreement without any reduction on the account of current or future withholding, tax or charge. If the Borrower and/or the Guarantor is liable, according to the applicable legal regulations, to make any withholding or to pay any tax or charge from the paid amount, the Borrower agrees to immediately pay to the Lender such withheld amount so that the amount received by the Lender is equal to the amount which would have been received by the Lender should the Borrower and/or the Guarantor not be liable to pay the withholding, tax or charge. This provision shall apply also in the event the liability to make withholding, tax or charge shall be imposed on the Lender.

6.7. The Lender is authorized to debit from the Borrower's Account every amount owed by the Borrower under any of the Loan Documents. The Lender is authorized to debit from the Guarantor's Account every amount owed by the Guarantor under any of the Loan Documents.

## Article VII

### Repayment of Lender's Receivable and Final Maturity Date

- 7.1. The Borrower is liable to pay or repay the Lender's Receivable in the amount and on the dates specified according to the Loan Agreement. In case of:
- a. any change in the Schedule of Repayment, repayment of the Total Receivable and/or any part thereof shall be governed by the provisions of Section 7.2. below;
  - b. any change in the Final Maturity Date, repayment of the Total Receivable and/or any part thereof shall be governed by the provisions of Section 7.3. below.

#### 7.2. Change in the Schedule of Repayment.

7.2.1. **Incomplete Loan Drawdown.** In respect of the Installment Facility, the amounts of the instalments of the Principal and the due dates of the instalments of the Principal are specified in the Schedule of Repayment set forth in the Loan Agreement. The prepared Schedule of Repayment is based on the assumption that the Loan will be provided to the Borrower in full amount and drawn by the Borrower in the full amount, as set forth in the Basic Terms. If the Lender doesn't provide to the Borrower the Loan in its full amount, the Schedule of Repayment shall be modified as follows:

- a. by the difference between the Loan according to the Basic Terms and the provided Loan, the total latest due and payable instalments of the Principal in the Schedule of Repayment shall be cancelled in the order from the latest due and payable instalment of the Principal, and
- b. the balance of the difference, if any, shall reduce the part of the latest due and payable instalment of the Principal. As a result of non-provision of the Loan in full, the Schedule of Repayment and the Final Maturity Date shall be automatically modified in the manner described in this Section. The Lender may (but is not obliged) to notify this fact in writing to the Borrower, without being required to execute any amendment to the Loan Agreement. Such notice shall form a part of the Loan Agreement and shall have the effects and legal force of an amendment to the Loan Agreement.

7.2.2. **Prepayment and Immediate Repayment.**

If the Borrower is authorised, according to the Loan Agreement, to repay a part of the Lender's Receivable prior to the maturity date thereof and the Borrower exercises such right, or the Lender declares immediate repayment of a part of the Lender's Receivable according to Section 13.3. of the Loan Terms and Conditions, upon payment of such due part of the Lender's Receivable, the Schedule of Repayment shall be modified in the manner as described in Sections 7.3.3.2. and 7.3.3.3. below.

7.2.3. **Amount of the instalment of the Principal and provided Loan.**

Any instalment of the Principal according to the Schedule of Repayment set out in the Loan Agreement is payable on the due date of such instalment in the maximum amount of provided and outstanding Installment Facility. If on the due date of any instalment of the Principal according to the Schedule of Repayment set out in the Loan Agreement the difference of the sum of the amounts of all previous instalments of the Principal according to the Schedule of Repayments set out in the Loan Agreement and the amount of provided and repaid Installment Facility as of the date of such repayment of the instalment of the Principal is positive (hereinafter such positive difference referred to as the "**Difference**"), on the due date of such instalment of the Principal, in addition to such instalment of the Principal also a part of Principal in the amount of the Difference is due up to maximum total amount of provided and outstanding Installment Facility.

7.3. **Final Maturity Date.**

7.3.1. The Final Maturity Date is a day which is identified by a date in the Basic Terms as the final maturity, and when the Borrower is liable:

- a. in respect of the Overdraft Facility, to pay in a single down payment any outstanding balance of the Total Lender's Receivable,
- b. in respect of the Installment Facility, to pay any outstanding balance of the Total Lender's Receivable. If no Schedule of Repayment is agreed in the Loan Agreement, this day shall be determined for a single down payment of the outstanding balance of the Total Lender's Receivable.

7.3.2. The Final Maturity Date may be modified, and such modified date shall be a new Final Maturity Date, resulting from:

- a. execution of an amendment to the Loan Agreement,
- b. change in the Schedule of Repayment according to Section 7.2. above,
- c. prepayment upon request of the Borrower according to Section 7.3.3. below,

- d. declaration of immediate repayment by the Lender according to Section 13.3. of the Loan Terms and Conditions,
- e. the special provisions contained in the Loan Agreement or in the Loan Terms and Conditions, e.g. in the provision on reduction of the Loan Facility according to Section 7.3.4. below,
- f. any other circumstances arising from the relevant legal regulations.

7.3.3.

7.3.3.1.

**Prepayment Upon Request of the Borrower.**

Prepayment of the Lender's Receivable or any part thereof is possible only upon a Borrower's written request after approval thereof in writing by the Lender and upon satisfaction of the conditions determined by the Lender. Such conditions may be e.g. payment of a fee for prepayment. The fee for prepayment shall be due and payable as of the date of prepayment of the Principal. The Principal or a part of the Principal (hereinafter referred to as the "**Prepaid Amount**") shall be due and payable upon Borrower's request on the day, which shall be determined for such prepayment in the Loan Agreement. If no such manner of determination of the date of prepayment is specified in the Loan Agreement, then the Prepaid Amount shall be due on the day specified in the Borrower's request, however, no sooner than on the day of satisfaction of the conditions determined by the Lender for prepayment of the Prepaid Amount. The Borrower is not authorised to subsequently change the conditions stated in the request for prepayment, nor to revoke such request.

7.3.3.2.

If the Borrower exercises its right to prepay the Prepaid Amount, the funds shall be first applied for payment of interests, then the default interests, and then the total latest due and payable instalments of the Principal in the order starting from the last due and payable instalment of the Principal. If only a portion of the Principal of the Installment Facility is prepaid, the interest is payable on the earliest due date of interest, determined by the relevant Loan Agreement, following the maturity date of the Prepaid Amount. If, upon such payment, the amount of the funds prepaid by the Borrower is not sufficient for repayment of the next total instalment of the Principal, such funds shall be applied first for repayment of a part of the latest due and payable instalment of the Principal.

7.3.3.3.

The repayment of the installments of the Principal according to this Section shall



automatically result in modification of the Schedule of Repayment and the Final Maturity Date, which shall be notified in writing by the Lender to the Borrower. Such notice shall form a part of the Loan Agreement and shall have the effects and legal force of an amendment to the Loan Agreement.

7.3.3.4. If the date of prepayment of the Prepaid Amount is any Banking Day which is not the Final Maturity Date, the Borrower undertakes to pay to the Lender any refinancing costs calculated as follows:

- a. the amount of interests that would be obtained by the Lender from the Prepaid Amount for the period from the prepayment date until the Final Maturity Date calculated based on the interest rate valid on the due date of the Prepaid Amount will be reduced by
- b. the amount of
  1. the interest that could be obtained by the Lender upon placement of the Prepaid Amount with banks in the relevant interbank market (in Lender's discretion), and
  2. the amount to be determined by the Lender, if the Lender decides to deduct such amount in view of the specific circumstances,

For the period commencing on the first Banking Day following the prepayment date of the Prepaid Amount and ending on the Final Maturity Date.

Such refinancing costs will be due and payable together with the Prepaid Amount, and the Lender is obligated to inform the Borrower about the amount thereof no later than within three days prior to the date of prepayment of the Prepaid Amount. Payment of the refinancing costs will be without prejudice to the Borrower's obligation to pay any other amounts set forth in the Loan Agreement and to fulfil any other conditions to be determined by the Lender in connection with prepayment of the Prepaid Amount.

7.3.3.5. The Loan may not be prepaid in any way other than in accordance with the provisions of the Loan Agreement and the Loan Terms and Conditions.

7.3.4. **Reduction of the Loan Facility.**

The reduction of the Loan Facility agreed in the Loan Agreement means that a part of the Lender's Receivable equal to the amount of the reduced Loan Facility shall be prepaid, automatically without any special notice from

the Lender to the Borrower, on the date of satisfaction of the conditions or occurrence of the circumstances connected with such reduction in the Loan Agreement and in the amount set forth in the Loan Agreement or determined on the basis thereof.

7.3.5. **Prepayment Due to Immediate Repayment.** If immediate repayment is declared by the Lender according to Section 13.3. of the Loan Terms and Conditions, the Borrower must pay a fee for prepayment stipulated in the Loan Agreement for cases of prepayment upon Borrower's request according to Section 7.3.3. above or (if not stipulated in the Loan Agreement) in the Tariff of Fees (as Fee for Prepayment).

## Article VIII

### Lender's Rights and Borrower's and Guarantor's Liabilities

- 8.1. The Borrower is liable:
- a. no later than prior to the first Provision of Loan, to enter with the Lender into an agreement on current account, under which the Lender shall open for the Borrower a current account which shall be the Borrower's Account for the purposes of the Loan Agreement. In respect of such agreement on current account, the Borrower shall at the same time be liable to fulfil all obligations arising from such agreement, to observe the terms and conditions agreed therein, and not to perform any acts leading to termination thereof. If several accounts are set forth in the Basic Terms, such Borrower's obligation shall apply for all accounts set forth in the Basic Terms,
  - b. to maintain a proper system of accounting and cost control,
  - c. to duly pay taxes, customs duties, charges and other charges set in legal regulations,
  - d. upon Lender's request, to prove the purpose of use of the Loan,
  - e. to maintain valid and effective all official and other authorisations (Trade License, licenses, the rights connected with use of the trademark, trade name, etc.) required for the business activities of the Borrower,
  - f. to properly fulfil all obligations arising from the Borrower from the liabilities concluded with the Lender and any third persons,
  - g. in case of securing the Total Lender's Receivable by a mortgage over any real estate belonging to the Borrower's assets, to attach to the Income Tax Return, the full Balance Sheet, and the full Income Statement, also the full Attachment to the final annual statement, where in Article III. - Additional Information to

- the balance sheet and income statement in item 4. – Information on accounts receivable and payable, the Borrower shall state, in the part determined for the name of the object of mortgage, the Lender's business name and the amount of the Lender's Receivable,
- h. to notify the Lender on occurrence of an Event of Default, immediately after becoming aware of the occurrence thereof,
  - i. to inform the Lender in writing on any change in the circumstances which are contained in the Borrower's Representations, within 10 days of the date of becoming aware of such change,
  - j. in the event it is a limited liability company or a joint-stock company, within the period of 5 Banking Days of the date of receipt of the Lender's notice:
    - (i) to notify the Lender in writing about the shareholding structure of the Borrower, stating also the relevant ownership interests or shares in the Borrower held by them in the Borrower's registered capital, and the numbers of their voting rights in the General Meeting of the Borrower,
    - (ii) to deliver to the Lender any documents proving the facts set forth in paragraph (i) above, e.g. an excerpt from the register of shareholders, and
    - (iii) to deliver to the Lender the current version of the Borrower's Foundation Deed, Memorandum of Association, and Articles of Association, and
  - k. to provide to the Lender (i) all information about the financial situation of the Borrower and the Guarantor, the business of the Borrower and the Guarantor, and also (ii) any other information requested by the Lender, including any information that may be directly or indirectly connected with the Loan Documents or with the Borrower's and Guarantor's ability to fulfill their obligations under the Loan Documents, within 5 Banking Days upon delivery of the Lender's request.
  - l. for the purposes of fulfillment of the Lender's obligations in respect of compliance with the tax laws and in order to ensure exchange of tax information arising particularly from:
    - (i) any international agreement concluded between the Slovak Republic and the United States of America (hereinafter referred to as the „U.S.A.“) in connection with improvement of compliance with the international tax laws and introduction of the FATCA Act (Foreign Account Tax Compliance Act),
    - (ii) any agreement concluded between the Slovak Republic and any country of the European Union, the European Economic Area (hereinafter referred to as „EEA“) or the Organization for Economic Cooperation and Development (hereinafter referred to as „OECD“),
  - (iii) any generally binding legal regulations, binding directives, regulations or decisions of the National Bank of Slovakia, the European Central Bank or any other authorized body, upon Lender's request and within the period stated therein, to provide the information to the Lender whether he/she is a national or tax resident of the U.S.A., a member state of the European Union, EEA or OECD, and to furnish the documents proving that fact.
  - m. to perform all its acts so that:
    - (i) it complies with and does not violate the Sanctions,
    - (ii) it has not provided (directly or indirectly) the funds Provided or Drawn Down under the Loan Agreement to the Sanctioned Person or for the benefit of the Sanctioned Person,
    - (iii) it would not use the funds Provided or Drawn Down under the Loan Agreement in a manner that is prohibited by Sanctions or as a result of which the Lender would violate the Sanctions;
    - (iv) in order to repay the Total Lender's Receivable or a portion thereof, it has not used the funds, the use of which for the specified purpose would violate the Sanctions or would result in that the Lender would violate the Sanctions,
    - (v) it would not sell goods or provide services to third parties if such sale of goods or provision of services is prohibited by Sanctions or as a result of which the Lender would violate Sanctions.
- 8.2. The Borrower is liable to furnish to the Lender:
- a. as of the last day of a calendar half-year and a calendar year:
    - (i) and always within 30 days of registration of any change in the Commercial Register, a current extract from the Commercial Register, however, only in case the Borrower is registered in the Commercial Register, and
    - (ii) if the Total Lender's Receivable is secured by a mortgage over a real estate owned by the Borrower or over a co-ownership share owned by the Borrower in a real estate, a complete excerpt from the List of Ownership applicable for legal acts, a current document on payment of insurance benefits according to the agreement on mortgage over real estates,
  - b. within the period of 100 days of the expiry of the relevant period, for which the documents specified below are prepared:

- (i) if the Borrower is an entrepreneur, a copy of the income tax return, bearing a seal of the receipt office of the relevant tax office, or with a report on accepted filing through the electronic office of the tax administrator, and
    - (ii) auditor's reports, if the Borrower is liable, according to the relevant legal regulations, to have its financial statements certified by an auditor,
  - c. within the period of 60 days of the expiry of a calendar quarter, a review of the accounts receivable and payable which are overdue, and the relevant financial statements, namely if:
    - (i) the Borrower keeps double-entry bookkeeping, the balance sheet and the income statement,
    - (ii) the Borrower keeps single-entry bookkeeping, the statement on assets and liabilities and the statement on incomes and expenditures,
  - d. within the period of 30 days of the expiry of each calendar year and also always upon the Lender's call addressed to the Borrower within the time limit specified in such call, all data, documents and information necessary for Lender's care as an obliged entity under Act No. 297/2008 Coll., as amended, and the Borrower shall allow the Lender's employees to verify any documents furnished to the Lender according to subparagraphs (b) and (c) above.
- 8.3. If the Guarantor is a person different from the Borrower it applies that the Guarantor is obligated:
  - a. to submit the Lender, as of the last day of the calendar half year and calendar year:
    - (i) and always within 30 days of registration of any change in the Commercial Register, a current extract from the Commercial Register, however, only in case the Guarantor is registered in the Commercial Register, and
    - (ii) if the Total Lender's Receivable is secured by mortgage over the real property owned by the Guarantor or over the co-ownership of the Guarantor over the real property, the full extract from the certificate of ownership which can be utilised for legal actions, the current confirmation of payments of insurance under the Security Agreement,
  - b. to submit the Lender upon Lender's notice addressed to the Guarantor and in the period specified in such a notice:
    - (i) if the Guarantor is an entrepreneur, a copy of the income tax return, bearing a seal of the receipt office of the relevant tax office, or with a report on accepted filing through the electronic office of the tax administrator, and
    - (ii) auditor's reports, if the Guarantor is liable, according to the law, to have its financial statements certified by an auditor,
  - c. to submit the Lender upon Lender's notice addressed to the Guarantor and in the period specified in such notice the respective accounting statements, namely if:
    - (i) the Guarantor keeps double-entry bookkeeping, the balance sheet and the income statement,
    - (ii) the Guarantor keeps single-entry bookkeeping, the statement on assets and liabilities and the statement on incomes and expenditures,
  - d. submit to the Lender for the purposes of fulfilment of the Lender's obligations in respect of compliance with the tax laws and in order to ensure exchange of tax information arising particularly from:
    - (i) any international agreement concluded between the Slovak Republic and the U.S.A. in connection with improvement of compliance with the international tax laws and introduction of the FATCA Act (Foreign Account Tax Compliance Act),
    - (ii) any agreement concluded between the Slovak Republic and any country of the European Union, EEA or OECD,
    - (iii) any generally binding legal regulations, binding directives, regulations or decisions of the National Bank of Slovakia, the European Central Bank or any other authorized body,upon Lender's request and within the period stated therein, to provide the information whether he/she is a national or tax resident of the U.S.A., a member state of the European Union, EEA or OECD, and to furnish the documents proving that fact,
  - e. submit to the Lender within the period of 30 days of the expiry of each calendar year and also always upon the Lender's call addressed to the Guarantor within the time limit specified in such call, all data, documents and information necessary for Lender's care as an obliged entity under Act No. 297/2008 Coll., as amended,
  - f. in case it is a joint-stock company, to notify the Lender in writing by 5 Banking Days as of the day the Lender's notice is delivered of the structure of shareholders of the Guarantor along with specification of the ratio of their shares of the Guarantor to Guarantor's capital and the scope of their voting rights in the General Meeting of the Guarantor,

- g. perform all its acts so that:
- (i) it complies with and does not violate the Sanctions,
  - (ii) in order to repay the Total Lender's Receivable or a portion thereof, it has not used the funds, the use of which for the specified purpose would violate the Sanctions or would result in that the Lender would violate the Sanctions,
  - (iii) it would not sell goods or provide services to third parties if such sale of goods or provision of services is prohibited by Sanctions or as a result of which the Lender would violate Sanctions.

while the Guarantor shall allow the Lender's employee to verify the documents submitted to the Lender under par. b) and c) above.

- 8.4. If the provisions of the Loan Terms and Conditions do not apply to the Guarantor, the Borrower shall be liable, within 30 days of receipt of a notice from the Lender to furnish to the Lender any documents, which the Guarantor would otherwise be liable to furnish to the Lender according to Section 8.3. above, should the Loan Terms and Conditions apply to it.
- 8.5. The Borrower may not, without Lender's prior written approval:
- a. make any material changes in its property (real estates, equipment, receivables etc.) by pledge/mortgage, sale, donation, transfer, lease, etc., above the limit set forth in the Loan Agreement;
  - b. provide any security or give an order for security of its obligation or any obligation of a third person, (including issue and aval of any notes or blank notes), except for the provision of such security in favour of the Lender;
  - c. use any alternative forms of financing (factoring, leasing, etc.) above the limit set forth in the Loan Agreement;
  - d. bind, until the Date of Full Repayment of the Total Lender's Receivable, to any third person in a manner that the receivable of the third person would be secured or the enforceability of its receivable would be more favourable than the security and enforceability of the Total Lender's Receivable.
- 8.6. If the Borrower fails to pay, on the date specified according to the Loan Agreement, the Total Lender's Receivable or any part thereof, the Lender shall have the right to realise the securities arising from the Security Agreement and to exercise the means of strengthening enforceability of the Total Lender's Receivable, all of them at the same time or in any order. In case of existence of several securities, the Lender has the right to realise any of them. From the funds raised by the Lender for the purpose of payment of the Total Lender's Receivable in accordance with the Loan Documents and the Loan Terms and Conditions, and also from the proceeds

of the realised securities, the Lender shall pay default interests, interests, the Principal and other outstanding parts of the Total Lender's Receivable, in the order to be determined by the Lender at the time of such payment. If, in realisation of the securities and exercise of means for strengthening enforceability of the Total Lender's Receivable, the proceeds exceed the Total Lender's Receivable, the Lender shall be obliged to refund the excess to the person from whose property such excess was received by the Lender.

- 8.7. The Lender is authorised to rely on the fact that all transactions to be carried out by it in connection with and/or under:
- a. the Loan Agreement with the Borrower, shall be realised by the Borrower on its own account, and also may rely on the fact that Borrower shall use for payment of the Total Lender's Receivable its own funds; and
  - b. the Security Agreement with the Guarantor, shall be realised by the Guarantor on its own account, and may rely on the fact that the Guarantor shall use for payment of the Total Lender's Receivable its own funds.
- 8.8. Relying by the Lender on the facts mentioned in Section 8.7. above shall apply until the moment, when the Borrower and/or the Guarantor shall notify the Lender in writing that the given transactions are realised on the account of a third person and/or the funds determined for payment of the Total Lender's Receivable are owned by any other person. In such case, the Borrower or the Guarantor is liable to furnish, together with the given notice, the following to the Lender:
- a. a declaration, where the Borrower shall be liable to state the name, surname, personal number or date of birth, and the residential address of the individual or the name, seat, and identification number of a legal entity, if allocated, which owns the funds and on the account of which the transaction shall have been realised;
  - b. a written consent of the given person for using his/her/its funds for the realised transaction and for realisation of the transaction on his/her/its account.

## **Article IX Financial Covenants**

- 9.1. The conditions and method of calculating the financial covenants, which the Borrower or Guarantor must comply with the applicable Loan Document, are set out in the Conditions of the Financial Covenants.

## Article X

### Borrower's and Guarantor's Representations

#### 10.1. Borrower's Representations.

10.1.1. The Borrower declares to the Lender the representations given in the Loan Agreement on certain facts which are material from the aspect of the Lender and which induced the Lender to Provide the Loan to the Borrower, and also a review of satisfaction of the conditions in the Loan Agreement and also the conditions of the relevant legal regulations in the SR, regulating particularly the Lender's business and provision of loans.

10.1.2. All Borrower's Representations are deemed to be repeated by the Borrower always from the date the Loan Agreement is concluded, as of the date of delivery on the request for Provision of Loan (or any part thereof) to the Lender, as of the date of Provision of Loan (or any part thereof), as of the date of payment of interests and as of the date of payment of instalment of the Principal and as of the date any Loan Document is signed by the Borrower, including any amendment to any Loan Document signed by the Borrower until Full Payment Date.

#### 10.2. Guarantor's Representations.

10.2.1. The Guarantor declares to the Lender representations given in the Security Agreement on certain facts which are material from the aspect of the Lender and which induced the Lender to Provide the Loan to the Borrower, and also review of satisfaction of the conditions in the Loan Agreement and the Security Agreement and also the conditions of the relevant legal regulations in the SR, regulating particularly the Lender's business and provision of loans.

10.2.2. All Guarantor's Representations are deemed to be repeated by the Guarantor always from the date the Security Agreement is concluded, as of the date of delivery on the request for Provision of Loan (or any part thereof) to the Lender, as of the date of Provision of Loan (or any part thereof), as of the date of payment of interests and as of the date of payment of instalment of the Principal and as of the date any Loan Document is signed by the Guarantor, including any amendment to any Loan Document signed by the Guarantor until Full Payment Date.

## Article XI

### Security of Total Lender's Receivable

11.1. **Mortgage over Real Estate.** If the security of the Total Lender's Receivable is a mortgage over a real estate or a co-ownership share in a real estate, the

relation between the Lender and the Guarantor providing to the Lender such security shall be governed by the provisions of this Section 11.1. By reference in the mortgage agreement between the Lender and the Guarantor to the Loan Terms and Conditions, the provisions of this Section 11.1. shall form a part of the mortgage agreement.

11.1.1. If the object of mortgage under the mortgage agreement are any real estates other than land, the Guarantor shall be liable to furnish to the Lender, at concluding the mortgage agreement, a valid and effective insurance policy agreement covering the object of mortgage except for the land, against damage, destruction, and misconduct (hereinafter referred to as the „insurance policy“).

The insurer may only be an insurance company authorized to operate on the territory of the Slovak Republic, which is acceptable for the Lender. The insurance benefit according to the insurance policy must be minimum in the amount acceptable by the Lender.

11.1.2. The insurance policy must contain the insurance company's commitment:

- a. to inform the Lender in writing on any default in payment of insurance premiums in the agreed amount and time, no later than 10 days of the date of delay in payment of insurance premiums according to the insurance policy, and
- b. to inform the Lender in writing 10 days in advance on remittance of any insurance benefits, and
- c. not to amend or cancel the insurance policy without Lender's prior written consent, and
- d. to inform the Lender in writing on termination of the insurance policy, no later than within 10 days of occurrence of such event.

If the insurance policy submitted by the Guarantor to the Lender at concluding the mortgage agreement fails to contain the conditions mentioned above, the Guarantor shall be liable to propose to the insurance company an amendment to the insurance policy, in the form and substance set forth in Annex 1 to the mortgage agreement. The conditions stated in this section must be met by all insurance policies to be concluded during the term of the mortgage for the purpose of insuring the object of mortgage.

11.1.3. The insurance benefits to be paid by the insurance company to the Lender:

- a. shall be paid by the Lender to the Guarantor in the amount of the proved and reasonable costs incurred for turning the object of mortgage into original condition prior to the insurance event, unless within the period of fifteen days of payment of

the insurance premium to the Lender, the Lender declares immediate repayment of the Loan or any part thereof according to Section 13.3. of the Loan Terms and Conditions, or

- b. may be used by the Lender for payment of the due and payable Total Lender's Receivable or any due and payable part thereof, unless within the period of 15 of payment of the insurance premium to the Lender, the Lender declares immediate repayment of the Loan or any part thereof according to Section 13.3. of the Loan Terms and Conditions.

11.1.4. The Guarantor is liable to maintain the insurance policy, to fulfil its obligations arising therefrom, and to comply with the conditions stipulated therein, particularly it is liable to pay the insurance premiums duly and in time, until cessation of mortgage over the object of mortgage. Should the insurance policy be discharged prior to such date, the Guarantor shall be liable, within 5 days of termination of the insurance policy, to furnish and deliver to the Lender a counterpart of a new policy which shall meet all conditions set forth in the mortgage agreement and in the Loan Terms and Conditions. The Lender is authorised, but not obligated, to pay to the insurance company any outstanding insurance premiums, with payment of which the Guarantor is in delay, however, only in case the payment of the insurance premiums is inevitable in respect of the interests of the Lender as a mortgagee. The Guarantor is not authorized to claim from the Lender any reimbursement of the insurance premium. The Lender is authorized to any time debit from the Guarantor's Account:

- (i) the amount equal to the outstanding insurance premium, and to pay the insurance premium from such debited funds, or
- (ii) the amount of the funds paid by the Lender to the insurance company as outstanding insurance premium.

The Lender will inform the Guarantor on payment of the outstanding insurance premium from the funds debited from the Guarantor's Account through a statement from the Guarantor's Account. The Lender will not be liable for any consequences that will result for the Guarantor from such payment of the outstanding insurance premium, particularly if the Guarantor has simultaneously or any time later made payment of such outstanding insurance premium. The Guarantor undertakes to pay to the Lender all costs incurred by it in connection with payment of the outstanding insurance premium, including the amount of

the funds used by the Lender for payment of the outstanding insurance premium, on (the earlier of) the date of incurring such costs by the Lender or when they become due and payable.

11.1.5. Notwithstanding any other Lender's authorizations, unless the insurance policy is furnished to the Lender under the Loan Documents, the Lender is authorized, but not obligated, on behalf and on the account of the Guarantor, to conclude an insurance policy in order to insure the object of security. The Lender is also authorized, but not obligated, to act as the policyholder on the Guarantor's account. The Guarantor is obligated to provide to the Lender any required assistance necessary for insurance of the Guarantor's property. The Guarantor undertakes to pay to the Lender all costs to be incurred by the Lender in this respect, including payment of the insurance Premium, on (the earlier of) the date of incurring such costs by the Lender or when they become due and payable.

11.1.6. If the object of mortgage in favour of the Lender under the mortgage agreement is a building under construction, the Guarantor shall be liable:

- a. to ensure, within 30 days of the effective date of a decision on approval of the building, a change in registration of the mortgage in favour of the Lender in the relevant List of Ownership, so that the registration shows that the object of mortgage in favour of the Lender is the approved building. In order to prove fulfillment of this obligation, the Guarantor shall be liable to furnish to the Lender an excerpt from the relevant List of Ownership, immediately upon fulfillment thereof;
- b. should, during construction, any change be made in the building in such extent that upon completion of construction the built real estate would differ from that which would be built by completing the building under construction mortgaged in favour of the Lender, to immediately notify the Lender to this effect and within 10 days of receipt of the notice from the Lender, to enter with the Lender into a mortgage agreement, the object of which shall be establishment of a mortgage over the new building in favour of the Lender. In concluding the given mortgage agreement, the Guarantor shall be liable to furnish to the Lender the documents required by the Lender, necessary for specification of the object of mortgage and establishment of the mortgage.

11.2. **Agreement on Security by Transfer of Receivable.** If the security of the Total Lender's Receivable is represented by a security transfer of any financial receivable, the relation between the Lender and the Guarantor providing to the Lender such security shall be governed by the provisions of this Section 11.2. By reference in the agreement on security transfer of receivable between the Lender and the Guarantor to the Loan Terms and Conditions, the provisions of this Section 11.2. shall form a part of the agreement on security transfer of receivable.

11.2.1. The Lender shall not assume, by the agreement on security transfer, any Guarantor's obligations or liabilities, which would be vested in the Lender should it be a real owner of the financial receivable, including any tax liabilities. The Guarantor shall fulfil such liabilities separately and shall pay the obligations, if any, on its own costs during the whole term of the agreement on security transfer. If the Lender has, in connection with the security transfer, any financial obligations or liabilities and if they are paid by it, the Guarantor shall be liable to reimburse them to the Lender. The Guarantor shall bear all reasonable costs connected with the security transfer, except for any Lender's internal costs.

11.2.2. The Lender and the Guarantor agree that the financial receivable from the Account shall not cease by merger.

## Article XII Illegality

12.1. If performance of the Lender's commitments under the Loan Documents or any Provision of Loan or remaining in the contractual relationship established by the Loan Document is in contradiction with the legal regulations binding on the Lender or this would result in that the Lender violates the Sanctions, the Lender shall be entitled to exercise any and/or all its authorisations set forth in Section 13.2. of the Loan Terms and Conditions (regardless of the wording of Section 13.2. of the Loan Terms and Conditions) and the Borrower and Guarantor must fulfil all their obligations arising therefrom.

12.2. For the purposes of Section 12.1, the term "legal regulation binding on the Lender" means any generally valid legal regulation or any binding regulation or a decision addressed to banks or the Lender, issued by a competent authority, particularly by the European Central Bank and also particularly any regulation of the European Union or any measure of the National Bank of Slovakia stipulating the rules for position of banks, activities of banks, prudent business of banks, the rules for limitation of collecting assets of banks as compared

with other entities, limitations for any unhedged foreign-exchange positions of banks, rules of liquidity of banks, and capital adequacy of banks.

## Article XIII Event of Default

13.1. The Event of Default shall mean any of the following events:

- a. The Borrower is more than 10 days in delay with paying the Lender's Receivable, Amounts Due and Payable with the Lender's Receivable, Parts of the Lender's Receivable, or any part thereof;
- b. any unauthorised overdraft on the Borrower's account lasting for more than 10 days,
- c. in respect of the Borrower or Guarantor, the following will occur:
  - (i) delivery of a petition for initiating bankruptcy proceedings (or any other proceedings having similar effect or purpose) in respect of the assets of the Borrower or the Guarantor with the court under the applicable legal regulations, or
  - (ii) authorization for the trustee to prepare a restructuring opinion in respect of the assets of the Borrower or the Guarantor under the applicable legal regulations
  - (iii) commencement of any proceedings having similar effect or purpose as the bankruptcy or restructuring proceedings;
- d. filing an application for registration of the entry of the Borrower or the Guarantor into liquidation with the Court, provided the legal regulations allow liquidation of the Borrower or the Guarantor,
- e. commencing of an execution proceedings or tax execution proceedings or enforcement of a decision against the Borrower and/or the Guarantor as the person liable, or
- f. occurrence of an execution title, e.g. statement of delinquent payments, in connection with failure to pay any statutory payments by the Borrower or the Guarantor (e.g. payment of taxes, customs duties, levies) above the limit set forth in the Loan Agreement,
- g. without a Lender's prior written consent:
  - (i) the Borrower shall have been provided any additional loans which, in the Lender's discretion, shall impair proper and timely payments of the Total Lender's Receivable,
  - (ii) the Loan shall be used by the Borrower for any purpose other than that agreed,
  - (iii) in respect of the Borrower or the Guarantor:
    1. the relevant bodies of the company shall have adopted a decision on

- dissolution, merger, amalgamation, division or change of the legal form thereof (or any other decision having similar effect or purpose), or
- 2. proceedings for dissolution of the company is initiated at the competent court (or any other proceedings having similar effect or purpose),
- (iv) the relevant Borrower's or Guarantor's body shall have approved conclusion of an agreement on sale of business or a part of business of the Borrower or the Guarantor (or any other agreement having similar effect or purpose),
- (v) the Borrower or the Guarantor shall have signed an agreement on sale of business or a part of business (or any other agreement having similar effect or purpose),
- (vi) the Borrower or the Guarantor shall have contributed the business or any part thereof to the equity capital of any other business company (or performed any other act having similar effect or purpose),
- (vii) a change shall have occurred in the Centre of Main Interests of the Borrower or in the Centre of Main Interests of the Guarantor,
- (viii) Borrower or Guarantor founded Establishment outside the territory of the Slovak Republic;
- h. the Borrower's Representations or the Guarantor's Representations are untrue or incomplete, or the facts contained in the Borrower's Representations or the Guarantor's Representations shall have changed, or the Borrower and the Guarantor provided to the Lender any incorrect information, or shall have failed to provide to the Lender any contractually agreed information and documents,
- i. the Borrower shall have failed to fulfil or shall have violated its obligations contained in the Loan Agreement, or the Guarantor shall have failed to fulfil or shall have violated its obligations contained in the Security Agreement, or the conditions set forth in the Loan Agreement shall have not been satisfied, or the conditions set forth in the Loan Agreement shall have been violated,
- j. from any reason whatsoever, there shall occur complete or partial cessation, impairment or reduction in the value of the security or reduction in the value of the object of security of the Total Lender's Receivable and the Guarantor shall have failed to replenish the security within the reasonable period determined by the Lender,
- k. the Borrower or the Guarantor shall have declared or admitted that it is not capable to pay any of its financial obligations to the Lender on the due date thereof,
- l. the Borrower fails to observe its obligation, or it is likely, in the Lender's reasonable discretion, that it shall not observe the obligation arising from any other agreement between the Borrower and the Lender,
- m. the Guarantor shall have failed to fulfil its obligation, or in the Lender's reasonable opinion it is not likely that it shall fulfil the obligation arising from the loan agreement between the Guarantor and the Lender,
- n. the Borrower shall have failed to fulfil its obligation or it is not likely that it shall fulfil its obligation arising from the agreement concluded with a third person in case such failure may affect, in Lender's reasonable opinion, the Borrower's ability to repay the Total Lender's Receivable,
- o. without prior written consent of the Lender there occurred a change in the composition of the shareholders in the Borrower or other direct owners of the Borrower. The Lender may exercise its rights set forth in Section 13.2. below, in respect of occurrence of the Event of Default described in this paragraph only within the period of thirty days from the moment of becoming aware of this fact (e.g. a notice from the Borrower delivered to the Lender, an extract from the Commercial Register furnished by the Borrower to the Lender);
- p. there shall occur a change in the personal composition of the bodies of the Borrower's company (statutory body, supervisory board). The Lender may exercise its rights set forth in Section 13.2. below, in respect of occurrence of the Event of Default described in this paragraph only within the period of thirty days from the moment of becoming aware of this fact (e.g. a notice from the Borrower delivered to the Lender, an extract from the Commercial Register furnished by the Borrower to the Lender),
- q. in respect of securing the Total Lender's Receivable by a mortgage over a real estate or a co-ownership share in a real estate, there shall occur an insurance event which, in Lender's reasonable opinion, may impair proper and timely payment of the Total Lender's Receivable or the value of the security thereof,
- r. the fact that with regard to the assets of the Borrower or Guarantor expropriation proceedings were initiated;
- s. the Borrower or the Guarantor shall revoke any authorisation granted to the Lender in



connection with security of the Total Lender's Receivable, or shall terminate the agreement on the Power-of-Attorney contemplated in the Agreement,

- t. in accordance with Section 18.3.2. of the Loan Terms and Conditions, the Lender and the Borrower or the Guarantor shall have failed to enter into an agreement on modification of the Loan Terms and Conditions;
- u. an event occurs or several related or not related events occur, which may have, in the Lender's opinion, a material negative effect;
- v. the fact that the Borrower is in crisis under the applicable legal regulations;
- w. under the provisions of the Financial Covenants Terms and Conditions the Lender and Borrower or the Lender and Guarantor failed to conclude the Agreement on Amendment to Financial Covenants Terms and Conditions;
- x. The Borrower or the Guarantor or a member of the executive body or other body of the Borrower or Guarantor has become a Sanctioned Person, or the Borrower or Guarantor has failed to comply with or violated any Sanctions.

13.2. If any Event of Default occurs, the Lender shall be authorised, in accordance with any other conditions set forth in the Loan Agreement, the Security Agreement and the Loan Terms and Conditions, to perform any or all of the following measures:

- a. to declare immediate repayment of the Loan or a certain part thereof,
- b. to set-off the Total Lender's Receivable against the Receivable from the Borrower's Account and/or against the Receivable from the Guarantor's Account,
- c. without prior notice to the Borrower, to block all Borrower's accounts held with the Lender up to the amount of the Total Lender's Receivable and/or also to block the Guarantor's Account in accordance with the conditions stipulated below,
- d. to limit the Loan Drawdown on temporary basis,
- e. to rescind the Loan Agreement,
- f. to terminate the Loan Agreement,
- g. to cancel the Lender's commitment or option to provide the funds under the Loan Agreement.

**13.3. Declaration of Immediate Repayment.**

13.3.1. Declaration of immediate repayment of the Loan or a certain part thereof means the exercise of the Lender's right to request the Borrower to prepay the Total Lender's Receivable or certain part thereof. Upon declaration of immediate repayment of the Loan, the Borrower's right to repay the Lender's Receivable in installment according to the Schedule of Repayment agreed in the Loan Agreement and/or the Borrower's right

to repay the Total Lender's Receivable on the Final Maturity Date set forth in the Basic Terms shall cease. The Lender has the right to declare immediate repayment for all outstanding funds or a certain part thereof.

13.3.2. The Total Lender's Receivable or any part thereof determined by the Lender shall be due and payable on the date of delivery of a Lender's notice on immediate repayment of the Loan to the Borrower, and the Borrower shall be liable to pay to the Lender the Total Lender's Receivable or any part thereof within the time period to be determined by the Lender in such notice, which shall not be shorter than three Banking Days of the date of delivery of the given notice to the Borrower. The Borrower's right to request the Provision of Loan shall cease on the Final Maturity Date.

**13.4. Setting-off Receivables.**

The setting-off the Receivables shall be governed by the provisions of the Agreement and the Loan Terms and Conditions.

**13.5. Blocking Borrower's Accounts and Guarantor's Accounts.**

13.5.1. Blocking the Borrower's accounts means the fact that the Lender shall not allow the Borrower to dispose with the funds in its accounts held with the Lender, up to the amount of the Total Lender's Receivable and until the Date of Full Repayment.

13.5.2. Blocking the Guarantor's accounts means the fact that the Lender shall not allow the Guarantor to dispose with the funds in the Guarantor's Account. The Lender is authorised to block the Guarantor's Account up to the amount of the Total Lender's Receivable and until the Date of Full Repayment.

**13.6. Temporary Limitation of Loan Drawdown.**

13.6.1. In case an Event of Default occurs and the Borrower has the right, according to the Loan Agreement, to request the Loan Drawdown, the Lender is authorised to temporary limit the Loan Drawdown until the moment when the Borrower proves to the Lender that it has removed or remedied the Event of Default, or that the Event of Default has ceased. Until that moment, the Lender shall not be in delay with fulfilment of its obligation to permit the Loan Drawdown to the Borrower and to provide the Loan to the Borrower.

13.6.2. Limitation of the Loan Drawdown means that the Lender shall not permit the Loan Drawdown to the Borrower and/or shall not provide the Loan to the Borrower.

**13.7. Rescindment of the Loan Agreement.**

13.7.1. In case an Event of Default occurs, the Lender shall be authorized to rescind the Loan Agreement, by a written notice delivered to the Borrower. The Borrower shall be liable to pay the Total Lender's Receivable to the Lender

in the amount, within the period and to the account to be identified in the Lender's notice on rescindment of the Loan Agreement. In determining the amount of the Total Lender's Receivable, the Lender shall account for performance provided by the Lender to the Borrower under the Loan Agreement and the interests determined according to the interest rate according to the Loan Agreement.

13.7.2. If the Borrower fails to pay the Total Lender's Receivable within the time period stated in the Lender's notice on rescindment, it shall be liable to pay to the Lender a default interest from the outstanding amount equal to the default interest as agreed in the Loan Agreement.

13.7.3. Upon rescindment of the Loan Agreement, the Borrower's obligation to repay the Total Lender's Receivable, the Security Agreements, and the Loan Terms and Conditions shall not cease. Upon delivery of the notice of rescindment to the Borrower, the Borrower's right to request the Provision of Loan shall cease.

**13.8. Termination of the Loan Agreement.**

13.8.1. In case an Event of Default occurs, the Lender shall be authorized to terminate the Provision of Loan or to terminate the Loan Agreement, by a written notice delivered to the Borrower. The notice shall be effective on the date of delivery to the Borrower. Upon delivery of the notice of termination of the Provision of Loan or the notice on termination of the Loan Agreement to the Borrower, the Borrower's right to request the Provision of Loan shall cease.

13.8.2. Upon delivery of the notice on termination of the Loan Agreement to the Borrower, the Borrower shall be liable to pay to the Lender the Total Lender's Receivable in the amount, within the time period, and to the account to be identified in the Lender's notice on termination of the Loan Agreement.

13.8.3. The Borrower shall not be authorised to terminate either the Provision of Loan or the Loan Agreement.

13.9. Termination, rescinding or any other cancellation of any of the Loan Documents and termination of the Provision of Loan may be effected solely in the cases and under the conditions set forth in the Loan Documents and in the Loan Terms and Conditions.

**13.10. Cancellation of the Lender's commitment or option to provide the funds.**

13.10.1 Cancellation of the Lender's commitment or option to provide the funds under the Loan Agreement means exercise of the Lender's right to cancel by a unilateral notice:

a. the Lender's commitment to make Provision of the Loan and to allow Drawdown of the Loan and/or

b. the Lender's option to make Provision of the Loan and to allow Drawdown of the Loan, particularly in the events when the Lender has no obligation, under the Loan Agreement, to make Provision of the Loan (e.g. in respect of the Non-binding portion of the Loan Facility).

The Lender has the right to exercise such right in relation to the entire amount of the Loan or any part thereof determined by it.

13.10.2 The Lender's commitment to make Provision of the Loan and to allow Drawdown of the Loan and the Lender's option to make Provision of the Loan and to allow Drawdown of the Loan shall cease to exist on the date of delivery of such notice by the Lender to the Borrower.

**Article XIV**

**Setting-off Receivables**

14.1. The Lender shall be authorized to set-off the Secured Receivable and the Total Lender's Receivable against any Borrower's receivables to the Lender, particularly any receivables from any Borrower's Account, including the Borrower's receivables which are not due and payable. Based on the foregoing, the Lender is authorized to apply the funds from the Borrower's Accounts for setting-off against the Secured Receivable and the Total Lender's Receivable. The above Lender's right to set-off the receivables will apply also in cases when the Secured Receivable and the Total Lender's Receivable is not due and payable, is statute-barred, is denominated in any other currency which is not freely convertible, or it cannot be claimed in a court action.

14.2. In order to set-off any receivables which are denominated in different currencies according to Section 14.1. above, the following shall apply:

a. if the currency of the Loan is EUR and the currency of the Borrower's Account is the Foreign Currency, then the exchange rate for purchase of the currency of the Borrower's Account to EUR quoted by the Lender and applicable as of the date of setting-off;

b. if the currency of the Loan is the Foreign Currency and the currency of the Borrower's Account is EUR, then the exchange rate for sale of the currency of the Loan to EUR quoted by the Lender and applicable as of the day of setting-off;

c. if the currency of the Loan is the Foreign Currency and the currency of the Borrower's Account is the Foreign Currency other than the currency of the Loan and the mutual exchange rate between the two currencies is not normally quoted by the Lender, first the exchange rate for purchase of the currency of

the Borrower's Account to EUR quoted by the Lender and applicable as of the day of setting-off and subsequently the exchange rate for sale of the currency of the Loan to EUR quoted by the Lender and applicable as of the day of setting-off.

- 14.3. If the Guarantor in the Security Agreement agreed to provide to the Lender any fulfillment in cash, the Lender is authorized to set-off the Secured Receivable and the Total Lender's Receivable against any Guarantor's receivables to the Lender, particularly the Guarantor's receivables from any Guarantor's Account, including the Guarantor's receivables which are not due and payable. Based on the foregoing the Lender is authorized to apply the funds from the Guarantor's Accounts for setting-off against the Secured Receivable and the Total Lender's Receivable. The above Lender's right to set-off the receivables will apply also in cases when the Secured Receivable and the Total Lender's Receivable is not due and payable, is statute-barred, is denominated in any other currency which is not freely convertible or it cannot be claimed in a court action. In order to set-off any receivables which are denominated in different currencies, the exchange rates determined in the manner described in Section 14.2 above shall apply.
- 14.4. The act of setting-off according to this Article shall be effective by subsequent delivery of a statement from the relevant account by the Lender to the Borrower or the Guarantor as the owner of the account, which shall show the setting-off.
- 14.5. The Borrower and the Guarantor are not authorized to unilaterally set-off any of its receivables to the Lender or legal successor of the Lender, including the Receivable from the Borrower's Account or the Receivable from the Guarantor's Account, as applicable, against the Total Lender's Receivable or legal successor of the Lender. This also applies throughout the period when the Total Lender's Receivable or Secured Receivable is provided by the Lender as security in Eurosystem credit operations.
- 14.6. The Borrower and the Guarantor are not authorized to assign, without Lender's prior written consent, to any third person any receivable to the Lender, incurred by either of them according to or in connection with the Loan Agreement or the Security Agreement. This prohibition applies also to assignment of the Receivable from the Borrower's Account, assignment of the Receivable from the Guarantor's Account, and establishment of pledge to the Receivable from the Borrower's Account and the Receivable from the Guarantor's Account. An exception from the prohibitions according to this Section is:
- a. assignment of the Receivable from the Borrower's Account and/or the Receivable z Guarantor's Account in favour of the Lender,

- b. establishment of pledge over the Receivable from the Borrower's Account and/or the Receivable from the Guarantor's Account in favour of the Lender.

## Article XV Special Provisions

### 15.1. Change of Lawful Currency.

Notwithstanding the other provisions of the Loan Terms and Conditions, in the event of change or cessation of the currency of the Loan or the asset which are subject to security under the Security Agreement („**Original Currency**“), including the situation when, during certain period, the lawful currency of the Slovak Republic is simultaneously more than one currency („**Change**“):

- a. it will not constitute a reason for termination or rescinding any of the Loan Documents by either of the parties, whether due to the reason of change of the conditions, impossible performance or any other reason;
- b. in maximum possible extent permitted by legal regulations, from the effective date of the Change, any payment which should be made, according to the Loan Documents, in the Original Currency, will be made in the currency which will replace, according to the generally binding legal regulations, the Original Currency („**New Currency**“). The conversion of an amount in the Original Currency to the New Currency will be made according to exchange rate determined by the generally binding legal regulations („**Statutory Exchange Rate**“);
- c. in maximum possible extent permitted by legal regulations, on the effective date of Change, all amounts set forth in the Loan Documents and denominated in the Original Currency will be converted into the New Currency by applying the Statutory Exchange Rate, and all references in the Loan Documents to the Original Currency will be replaced by references to the New Currency (including any related references);
- d. in the event of conversion of the Loan Facility to the New Currency according to paragraph (c) above, the amount of the Loan Facility will be rounded to a whole number upwards expressed in the New Currency;
- e. The Lender will be authorized to prepare an amendment to the affected Loan Documents in a manner which will reflect the relevant change, and will ensure in maximum extent so that the position of the parties of each Loan Document would be the same or (if impossible), as equal as possible to their positions prior to the Change, and upon a Lender's notice, the Borrower and the Guarantor will execute such

- amendment within the period set forth in the notice;
- f. the provisions of paragraph (b), (c), (d) and (d) above will apply notwithstanding whether the Lender will use its authorization according to paragraph (e) above.

## Article XVI Notices

16.1. Any notices, requests or other communication to be delivered or given between the Lender and the Borrower according to the Loan Agreement, and also between the Lender and the Guarantor under the Security Agreement, must be in a written form. Such notices, requests or other communication shall be delivered in person, by registered mail, reputable courier service, e-mail or telefax to the party to whom such notice or other communication must or may be delivered.

### 16.2. Addresses and Contacts.

Any notices, requests or other communication, for the purposes of the Agreement shall be delivered to the addresses and contacts set forth:

- a. for such purpose in the Agreement. If the Agreement fails to contain, in respect of any party thereto, for such purpose, any address and contact, for the purpose of communication, then the address and contact shall be used as set forth in the part of the relevant Agreement which contains identification of the parties,
- b. in a notice to the relevant party to the Agreement, which shall contain changes in the addresses and contacts set forth in the Agreement.

The addresses and contacts set forth in the Loan Agreement for the purpose of delivery to the Borrower shall be used also for the purpose of delivery to the Borrower in connection with the Security Agreements. The Lender, the Borrower and the Guarantor shall notify each other in writing about any change in the addresses and contacts set forth in the Agreement, if any such change occurs, always no later than within 30 days of the date of such change. For the purposes of delivery, the last known address or contact of the party to whom the delivery is made shall be used.

16.3. For the purpose of delivery according to the Agreement, the notices, requests or other communication:

- a. sent by fax shall be deemed to be delivered on the date of fax transmission, if sent before 4:00 pm on any Banking Day, in any other cases on the Banking Day following the date of sending,
- b. sent by e-mail (in cases when such method of delivery is agreed in the Loan Document) shall be deemed to be delivered on the date

- of sending the electronic mail, if sent before 4:00 pm on any Banking Day, in any other cases on the Banking Day following the date of sending,
- c. delivered by registered mail shall be deemed to be delivered on the third day following mailing thereof delivered by registered mail shall be deemed to be delivered on the third day following mailing thereof,
- d. delivered in person or by a courier service shall be deemed to be delivered at the moment of delivery. In case the delivery in person or by a courier service is not successful, the moment of delivery shall be deemed to be the third day after making the first attempt to deliver, and the attempt of delivery shall be proved by a declaration of the delivering person.

16.4. The Borrower, by signing the Loan Agreement and the Guarantor, by signing the Security Agreement, agrees that the Lender may make audio records of the phone discussions between the Borrower and the Lender or the Guarantor and the Lender and/or their employee, and may use such audio records as evidence proving any facts relating to the Loan Agreement and the Security Agreement.

## Article XVII Miscellaneous

17.1. Should any provision of the Agreement be wholly or partially invalid or illegal or unenforceable, it shall have no effect on validity and enforceability of the remaining parts of the affected Agreement. In such case, the parties of the affected Agreement shall be liable to replace the affected provisions by new provisions, which shall in the maximum extent possible correspond to the purpose intended by the affected provisions of the Agreement. For this purpose, the Guarantor and/or the Borrower as a party to the affected Agreement, shall provide to the Lender co-operation requested by it, within 30 days of receiving a Lender's notice.

17.2. Should, during the term of the Agreement, any change occur in a generally valid legal regulation or cancellation of any existing and adoption of any new generally valid legal regulation (hereinafter referred to as „**adoption of a new legislation**”), to which and/or to the provision of which the Agreement and/or the Loan Terms and Conditions refer, than such reference to the generally valid legal regulation shall apply to such generally valid legal regulation and/or a provision thereof, the contents, purpose or effects whereof are closest to the cancelled or modified generally valid legal regulation and/or a provision thereof.

17.3. Should, during the term of the Security Agreement, any new legislation be adopted, which shall affect the effects of the security of the Total Lender's

Receivable and/or the Lender's right arising therefrom, the Guarantor shall be liable, within 30 days of the Lender's notice, to perform such legal acts and/or to provide to the Lender such co-operation, so as the effects of the security of the Total Lender's Receivable and/or the Lender's right arising therefrom were equal and corresponding to the former legislation, particularly in respect of enforceability and the order of satisfaction of the Total Lender's Receivable.

17.4. In connection with the security provided by the Guarantor to the Lender under the Security Agreement and for the case of adoption of a new legislation which shall allow establishment of a security of the Total Lender's Receivable:

- a. improving or strengthening the Lender's position in enforcement of a decision, execution, bankruptcy or settlement and/or
- b. extending the scope of Lender's rights in connection with realisation of the security of the Total Lender's Receivable or satisfaction of the Total Lender's Receivable

(hereinafter referred to as the „**new security**"), the Guarantor shall be liable, in order to establish a new security and upon Lender's notice, to enter with the Lender into a security agreement, to provide to the Lender co-operation and the relevant documents requested by it.

17.5. If the Lender and the Guarantor sign a deed which shall contain several Security Agreements (hereinafter referred to as the „**deed**"), then the following shall apply for such deeds and agreements contemplated thereby:

- a. the terms and expressions used in all agreements forming the contents of the deed shall be used and construed with the meaning used in the deed for the first time, unless stated otherwise in the text of the deed.
- b. entering into any of the agreements contemplated in the deed is not a condition of entering into any other agreement contemplated in the deed. Termination of any of the agreements contemplated in the deed in any manner other than by fulfilment or in the manner substituting fulfilment shall not result in termination of any other of the agreements contemplated in the deed. Each of the agreements contemplated in the deed shall be terminated on the Date of Full Repayment of the Total Lender's Receivable.

#### 17.6. Exceptions.

17.6.1. To the Borrower and/or the Guarantor which:

- a. has concluded with the Lender a Loan Document as a natural person not acting within his/her trading activity or business activity, the following provisions of the Loan Terms and Conditions shall not apply: the provisions of Section 8.1.(b), Section 8.1.(e), 8.1.(g), Section 8.2.(a)

(i), Section 8.2.(c), Section 8.3.(a) to (d), Section 13.1.(g)(iii), (iv), and (v), Section 13.1.(o), Section 13.1.(p);

- b. is a natural person private entrepreneur, the following provisions of the Loan Terms and Conditions shall not apply: Section 13.1. (g)(iii), Section 13.1. (o), and Section 13.1. (p).

17.6.2. To the Borrower and/or the Guarantor:

- a. which has concluded with the Lender a Loan Document as a natural person not acting within his/her trading activity or business activity, and in addition:
- b. which has concluded with the Lender a Loan Document before 1.4.2012, for the purposes of the given Loan Document, the provisions of clauses 3.9. to 3.12. of the Loan Terms and Conditions shall not apply (unless agreed between the Lender and the Borrower and/or the Guarantor otherwise). For this purpose, the Loan Document means the Loan Document itself, and not an amendment thereto.

17.7. Upon execution of the Agreement, all understandings between the parties made prior to execution of the Agreement shall cease.

17.8. In case of dissolution of the Borrower and/or the Guarantor being a legal entity, and also in case of death of the Borrower and/or the Guarantor being a natural person or a natural person – private entrepreneur, the Borrower's and/or Guarantor's obligations to the Lender arising from the Agreement cannot be transferred or conveyed, without Lender's prior written approval, to any person other than the person to which the Borrower's and/or Guarantor's rights and receivables to the Lender arising from the Agreement are transferred or conveyed in connection with the event described above.

17.9. If the Agreement is made in Slovak and foreign language simultaneously, the Slovak version shall prevail and the version in foreign language is just a translation of the Agreement in Slovak language.

17.10. Subject to any modification of the relevant legal regulations, the Lender's business policy or decision, the Lender is authorized to change the scope of the provided products and services, and also the amount and scope of the fees and prices for the products and services in the Tariff of Fees, based on change of the existing or issuance of a new Tariff of Fees (hereinafter collectively referred to as the „Change"). The Change is published by the Lender together with the effective date thereof in its business premises and on its website or in any other appropriate way agreed with the Lender's client. Publication will be ensured by the Lender no later than two months prior to the effective date of the Change, unless stipulated in the Loan Documents otherwise. The Tariff of Fees is

available in the Lender's business premises and/or on the Lender's website, either as a separate instrument or as a part of the Lender's „Pricelist of Services“. From the effective date of the Change, the mutual relations between the Lender and the Borrower, or the Lender and the Guarantor, arising from the Loan Documents, shall be governed by the changed or new Tariff of Fees.

17.11. Lender may anytime exercise any right (including any receivable) resulting from any Loan Document for securing the Lender's commitment and the Borrower and Guarantor agree to any change in the beneficiary from any Loan Document which would result from the exercise of rights under such security.

17.12. If under the legal regulations other than the legal regulations of the Slovak Republic the Guarantor is obliged to pay any tax, fee, stamp duty or any other payment obligation under or in connection with the Loan Documents, to which the Guarantor is a party, failing which could have an impact on the validity, effectiveness or enforceability of such Loan Document or security established under it (hereinafter referred to as "Foreign Fee"), the Guarantor must pay such fee immediately.

Lender is entitled (but not obliged in any way) to pay Foreign Fee instead of the Guarantor (including possible penalties for late payment of the Foreign Fee).

Upon Lender's call and within the time limit and on the account specified therein

- (i) Borrower must pay the Lender all amounts incurred by the Lender under the preceding sentence,
- (ii) Guarantor must pay the Lender all amounts incurred by the Lender under the preceding sentence.

17.13. In case the Borrower pays any amount owed under the Loan Document and:

- (i) as a consequence of such payment of any owed sum under the agreement, such amount duly ceased to exist and at the same time
- (ii) Lender will be obliged to return such payment or issue to anyone after having been received (regardless of the reason for establishment of such obligation),

then the Borrower will be obliged to pay the Lender the amount in the extent of Lender's obligation on the day it is performed by the Lender. To avoid doubts, the preceding sentence also applies in the case the Lender acknowledged its obligation to return the payment in the previous sentence or if the obligation was established in the court or out of court settlement for the Lender.

17.14. **Repealing the guarantee representation (in Slovak: "ručiteľské vyhlásenie") of the Guarantor.**

If the Security Agreement contains a guarantee

representation (in Slovak: "ručiteľské vyhlásenie") of the Guarantor, it applies that repealing the Guarantor's obligations arising under such guarantee representation (in Slovak: "ručiteľské vyhlásenie") of the Guarantor may only be performed under:

- (i) a written agreement of the Guarantor and the Lender;
- (ii) a written notice from the Lender of the termination of all rights and obligations of the Guarantor and the Lender arising from such a guarantee representation (in Slovak: "ručiteľské vyhlásenie") of the Guarantor (hereinafter referred to as the "Notice of the Lender on Repealing the guarantee representation") sent to the Guarantor.

The Lender is entitled (but in no case obliged) to send to the Guarantor the Notice of the Lender on Repealing the guarantee representation at any time, at its sole discretion. On the day the Notice of the Lender on Repealing the guarantee representation is sent to the Guarantor, all rights and obligations of the Guarantor and the Lender arising from the respective guarantee representation (in Slovak: "ručiteľské vyhlásenie") shall be terminated, unless otherwise stated in the Notice of the Lender on Repealing the guarantee representation. Sending the Notice of the Lender on Repealing the guarantee representation is without prejudice to the other provisions of the Loan Documents and/or the Loan Terms and Conditions. In this respect, the Lender is not obliged to return any performance received by the Lender to the Guarantor.

17.15. Borrower and Guarantor are responsible for the accuracy, truthfulness and timeliness of the data disclosed or provided to the Lender. Lender is entitled to verify their accuracy and completeness by comparing the data with the information at its disposal. In order to verify the accuracy of the data, the Lender is entitled to address any third parties who possess the relevant data, and to this end it is entitled to provide such parties with data protected by banking secrecy to the extent necessary for such verification. For verification purposes, the Lender and the Guarantor also authorise such third parties to provide the Lender with the required data to the extent necessary. At the same time, the Borrower and the Guarantor agree that the Lender will make the data provided by them available to the payment beneficiary as well as to a third party if these data form part of information and documents stored with the Bank, which relate to such third party.

17.16. The Borrower and the Guarantor agree that the Lender may provide all information and documents on matters relating to them, which are protected by banking secrecy, insurance secrecy, or other legal form of confidentiality, to the persons referred to in Section 18.4. below and, where applicable, for the

period specified in the Loan Terms and Conditions (if such period is specified in the Loan Terms and Conditions).

17.17. Under § 91, par. 1 of the Act on Banks, the Borrower and the Guarantor consent to provision and accessing the data on banking transactions concluded with the Lender (including the data obtained by the Lender when negotiating their conclusion), their security, payment discipline in terms of repaying the liabilities, for the purpose of assessing the ability to repay the loan in the scope and under the conditions set out in § 92a of the Act on Banks:

- to the provider of the common register of banking information, namely Slovak Banking Credit Bureau, s.r.o., Identification number: 35 869 810, with its registered office at Malý trh 2/A, Bratislava, or any other legal person replacing it (hereinafter the "SRBI"),
- to the entities authorised to process the data in SRBI,
- to banks and foreign bank branch offices,
- through Non-Banking Credit Bureau, interest association of legal persons, Identification number: 42 053 404, with its registered office at Cintorínska 21, Bratislava, or any other legal person replacing it (hereinafter the "NRKI"), to the authorised users of NRKI

for a period of 5 years from the date of their provision and in the case of the conclusion of banking transaction, for the period stipulated in § 92a of the Act on Banks.

17.18. In cases where the Borrower and the Guarantor provide the Lender with personal data of third parties, they undertake to inform these persons of the fact that their data was provided to the controller, being Tatra banka, a.s., as well as other facts under Article 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which information is also available on the website [www.tatrabanka.sk](http://www.tatrabanka.sk). Full information on the processing of the personal data of the Borrower, Guarantor and other persons, including the definition of the processing purposes, the legal bases of the processing and the rights of the data subjects, is available in the Personal Data Protection Memorandum available at the Lender's branches and on the website [www.tatrabanka.sk](http://www.tatrabanka.sk)

and the Borrower arising from, or connected with, the Loan Agreement, and any mutual rights of the Lender and the Guarantor arising from, or connected with, the Security Agreement, which are not stipulated in the relevant agreement and the Loan Terms and Conditions, shall be regulated by the Lender's General Commercial Terms and Conditions, the Commercial Code, the Civil Code, and the other relevant legal regulations applicable on the territory of the Slovak Republic, in the given order. The Lender's General Commercial Terms and Conditions shall mean, for the purposes of this Section the Lender's General Commercial Terms and Conditions to which the Agreement refers. The Lender's General Commercial Terms and Conditions and the said legal regulations shall apply for regulation of the relations between the Lender and the Borrower and/or the Lender and the Guarantor only in case if:

- a. application of the Lender's General Commercial Terms and Conditions was expressly agreed in the Loan Agreement or in the Security Agreement, and
- b. such application thereof is not directly or indirectly excluded by the Loan Agreement or the Security Agreement, and
- c. such application thereof is permitted by the nature of the affected provisions of the Loan Agreement or the Security Agreement.

18.2. For the mutual relation between the Loan Terms and Conditions and the Lender's General Commercial Terms and Conditions, the following rules shall apply:

- a. if the provisions of the Loan Terms and Conditions stipulate otherwise than the provisions of the Lender's General Commercial Terms and Conditions, the relevant provisions of the Lender's General Commercial Terms and Conditions shall not apply;
- b. if the purpose of any of the provisions of the Lender's General Commercial Terms and Conditions is contrary to the purpose of any of the provisions of the Loan Terms and Conditions, the purpose of the relevant provision of the Lender's General Commercial Terms and Conditions shall be construed in such a way so that it is in accordance with the purpose of the relevant provision of the Loan Terms and Conditions;
- c. if certain provisions of the Lender's General Commercial Terms and Conditions are contrary to each other, only those provisions of the Lender's General Commercial Terms and Conditions shall apply which are in accordance with the Loan Terms and Conditions or the purpose thereof, or whose meaning is closest to the provisions of the Loan Terms and Conditions.

## Article XVIII Final Provisions

18.1. Any covenants agreed in the Agreement which shall differ from the Loan Terms and Conditions shall prevail. Any mutual relations between the Lender

18.3. **Modification of Loan Terms and Conditions.**

- 18.3.1. Any modification in the Loan Terms and Conditions may be made subject to a decision of the Lender:
- a. by an agreement between the Lender and the Borrower and/or the Lender and the Guarantor, which shall be confirmed by execution of a written amendment to Agreement, or
  - b. by a unilateral Lender's decision according to Section 18.3.2. below.
- 18.3.2. Subject to any modification of the relevant legal regulations, the Lender's business policy or decision, the Lender is authorized to completely replace or modify the Loan Terms and Conditions (hereinafter referred to as the „**modification of the Loan Terms and Conditions**“). The modification of the Loan Terms and Conditions and the effect thereof shall be published by the Lender on its web page or notified to the Borrower and the Guarantor by delivery of a notice on modification of the Loan Terms and Conditions no later than 30 days prior to the effective date of modification of the Loan Terms and Conditions. If the Borrower or the Guarantor disagrees with modification of the Loan Terms and Conditions, it is liable to notify its disagreement in writing to the Lender no later than before the effective date of modification of the Loan Terms and Conditions. Following receipt by the Lender of the disagreement with modification of the Loan Terms and Conditions, the Lender shall invite the Borrower or the Guarantor in writing to discuss an individual change in the mutual rights of the Lender and the Borrower or the Guarantor. If, within the period of 15 days of the beginning of such discussions, no written agreement is concluded between the Lender and the Borrower or the Guarantor, the Lender shall be authorized to declare extraordinary repayment according to Section 13.3. of the Loan Terms and Conditions.
- 18.3.3. If the Borrower and the Guarantor fail to notify the Lender on their disapproval with modification of the Loan Terms and Conditions no later than on the effective date of modification of the Loan Terms and Conditions, they shall be deemed to agree with such modification. From the date of expiry of the time period for expressing disapproval, the mutual relations between the Lender, the Borrower and the Guarantor shall be governed by the modified or replaced Loan Terms and Conditions.
- 18.4. The Borrower and the Guarantor agree that the Lender is authorized to provide any required information from the Agreement and/or any information obtained in connection with conclusion of the Agreement:
- a. to the National Bank of Slovakia for the purpose and/or in connection with fulfillment of its obligations arising from the measures of the National Bank of Slovakia and from the generally valid legal regulations,
  - b. Guarantor and Borrower,
  - c. to any legal person which is a bank and at the same time:
    - (i) it holds any property interest in the Lender, or
    - (ii) in which the person meeting the condition set forth in paragraph (i) of this clause (c) holds a direct or indirect property interest, or
    - (iii) in which the Lender holds any direct or indirect property interest,however, always only in the extent inevitable for the purpose of obtaining required approvals and consents, and also for the purpose of furnishing information required by the above legal entities,
  - d. to its auditors, translators, external counsels (including legal counsels and experts providing the expert opinions on the price of immovable and movable assets), experts and rating agencies,
  - e. to any persons which enforce, on behalf of the Lender, payment of the Total Lender's Receivable or any part thereof,
  - f. Persons, to whom the Lender intends to assign the Total Lender's Receivable or a portion thereof, or,
  - g. and for the case that the object of security of the Secured Receivable is a Guarantor's financial receivable to a third person, however, to such person only in the extent required for proving the establishment of the given security of the Secured Receivable,
  - h. to any person who provides to the Lender the services of management or archivation of contractual documentation, and to every person providing to the Lender the services of printing and distribution of correspondence,
  - i. in the event the Borrower and/or the Guarantor is a national or tax resident of the U.S.A. or the Lender discovers that the Borrower and/or the Guarantor is a national or tax resident of the U.S.A., to the tax authority and tax administrator in the U.S.A., together with the information requested from the Borrower and/or the Guarantor under the Loan Terms, in order to fulfill its obligations in respect of compliance with the international tax laws and in order to ensure exchange of tax information about the nationals and tax residents of the U.S.A. in connection with introduction of the FATCA Act (Foreign Account Tax Compliance Act). Each of the Borrower and the Guarantor acknowledges that the relevant information will be provided to the country which does



not guarantee adequate level of personal data protection, and the consent with processing the provided personal data is irrevocable during performance of the purpose of processing, however, it may be revoked in case of proving that the personal data are processed contrary to the declared purpose.

- j. any person, in favour of which the Lender intends to establish its security obligations by exercising any of its rights (including any of its assets) resulting from any Loan Document and any assignee of such rights.
- k. to any person with whom the Lender will enter into any agreement or with whom the Lender will start negotiations, in connection with Securitisation of the Lender's receivables or any Credit Derivative in Order to Mitigate the Credit Risk.

18.5. The provisions of the Agreement and the Loan Terms and Conditions which in any way modify or amend the provisions of the agreement on current account or the agreement on deposit account between the Lender and the Borrower or the Lender and the Guarantor, shall supersede the provisions of the relevant agreement on current account or the agreement on deposit account.

18.6. In order to determine the existence and the amount of the Total Lender's Receivable, the records made by the Lender and the excerpts therefrom shall be of essence. The place of fulfilment for the purpose of fulfilment of:

- a. the Borrower's and/or Guarantor's financial obligations arising from or connected with the Agreement:
  - (i) are the business premises of all branches and local branches of the Lender, provided such financial obligations are paid in cash;
  - (ii) are the business premises of the Lender's bank, if the given financial obligations cannot be fulfilled in the place determined according to paragraph (i) of this clause (a).
- b. the Borrower's and/or Guarantor's non-financial obligations arising from or connected with the Agreement:
  - (iii) is a place to be stated in the Lender's notice for the purpose of fulfilment of the given obligation,
  - (iv) and if such notice does not exist, the place of fulfilment of the non-financial obligation identified in the Agreement,
  - (v) and if the place of fulfilment is not identified in the Agreement, then the place of fulfilment are any premises where the Lender carries out its business activities.

If, after execution of the Agreement, the Lender shall change its seat or place of business, it shall not bear any increased costs and increased

risk connected with payment of the Borrower's obligation arising from the Agreement.

18.7. Unless otherwise specified in the Loan Document, the Loan Document and all non-contractual obligations between the parties to the Loan Document relating to the Loan Document are governed by the legal regulations of the Slovak Republic. Without prejudice to any provision of the Loan Document, it applies that the application of any provision of any legal regulation of the Slovak Republic, which is not mandatory, is expressly excluded to the extent that its use may change (wholly or partially) the meaning of, interpretation or purpose of any provision of the Loan Document. Unless otherwise stated in the Loan Document, all disputes arising from the relevant Loan Document shall be settled by the competent court in the Slovak Republic. The territorial jurisdiction of the court will be determined (i) according to the registered office of the Lender, in the event that such agreement on determination of the territorial jurisdiction of the court is not excluded by the applicable legal regulations of the Slovak Republic or (ii) according to the applicable legal regulations of the Slovak Republic, if such agreement on determination of the territorial jurisdiction of the court is excluded by the applicable legal regulations of the Slovak Republic. The Parties shall be subject to the jurisdiction of such competent court.

18.7.1. In accordance with its obligations, the Lender hereby informs the Parties to the relevant Loan Document, not being consumers, that

- (i) if the parties to the relevant Loan Document conclude an arbitration agreement, any disputes that arise or arose from the banking transactions may be resolved in addition to the complaint procedure and court proceedings also in the arbitration proceedings under Act No. 244/2002 Coll. on Arbitration Proceedings,
- (ii) if the parties to the relevant Loan Document conclude a mediation agreement for the settlement of the disputes, they will have the option to settle any dispute out of court by mediation under Act No. 420/2004 Coll. on Mediation,
- (iii) arbitration agreements that were concluded to settle disputes before the Permanent Arbitration Court of the Slovak Banking Association and on the basis of which no arbitration proceedings were not initiated at the Permanent Arbitration Court of the Slovak Banking Association expired on 2 January 2019.

18.7.2. In accordance with its obligations, the Lender hereby informs the Parties to the relevant Loan Document, being consumers, that:

- (i) there exists the option of alternative dispute resolution for bank transactions, including payment services disputes and

disputes relating to the transfer of payment account, through alternative dispute resolution entities authorised to resolve disputes related to such transactions, at the discretion of the consumer, including the choice of the relevant alternative dispute resolution entity at consumer choice,

- (ii) the list of alternative dispute resolution entities is maintained by the Ministry of Economy on the website: [www.mhsr.sk](http://www.mhsr.sk),
- (iii) arbitration agreements (including consumer arbitration agreements) that were concluded to settle disputes before the Permanent Arbitration Court of the Slovak Banking Association and on the basis of which no arbitration proceedings were not initiated at the Permanent Arbitration Court of the Slovak Banking Association expired on 2 January 2019.

In particular, the Lender draws consumers' attention to the fact that the payment service providers, through their interest association of the Slovak Banking Association, have set up an alternative dispute resolution entity called the Alternative Dispute Resolution Institute of the Slovak Banking Association, having registered office in Bratislava, through which the clients - consumers can resolve disputes arising from bank transactions relating to the consumer agreements. For more information on this entity's dispute resolution, please visit: <http://institutars.sk/>.

- 18.8. Amendment No. 1 to the Loan Terms and Conditions and this full version of the Loan Terms and Conditions will come into force on 1.4.2012.

18.9. Amendment No. 2 to the Loan Terms and Conditions and this full version of the Loan Terms and Conditions will come into force on 1.4.2013.

18.10. Amendment No. 3 to the Loan Terms and Conditions and this full version of the Loan Terms and Conditions will come into force on 15.8.2014.

18.11. Amendment No. 4 to the Loan Terms and Conditions and this full version of the Loan Terms and Conditions will come into force on 01.01.2017.

18.12. Amendment No. 5 to the Loan Terms and Conditions and this full version of the Loan Terms and Conditions will come into force on 01.07.2019.

**The Loan Terms and Conditions were approved in Bratislava by the Credit Committee of Tatra banka, akciová spoločnosť, on 14.2.2002.**

**Amendment No. 1 to the Loan Terms and Conditions was approved in Bratislava by the Credit Committee of Tatra banka, akciová spoločnosť, on 17.2.2012.**

**Amendment No. 2 to the Loan Terms and Conditions was approved in Bratislava by the Credit Committee of Tatra banka, akciová spoločnosť, on 1.2.2013.**

**Amendment No. 3 to the Loan Terms and Conditions was approved in Bratislava by the Credit Committee of Tatra banka, akciová spoločnosť, on 6.6.2014.**

**Amendment No. 4 to the Loan Terms and Conditions was approved in Bratislava by the Credit Committee of Tatra banka, a.s., on 14.10.2016.**

**Amendment No. 5 to the Loan Terms and Conditions was approved in Bratislava by the Credit Committee of Tatra banka, a.s., on 19.03.2019.**