

## Article I Initial Provision

- 1.1. This document is an amendment No. 3 to the General Loan Terms and Conditions of Tatra banka, a.s. dated March 7, 2008, as amended by the Amendment No. 1 and the Amendment No. 2 (hereinafter referred as „**this Amendment**“).
  - 1.2. By this Amendment the Loan Terms and Conditions are modified in the extent set forth in Article II of this Amendment.
  - 1.3. The terms with capital letter, which are defined in the Loan Terms and Conditions and not expressly defined in this Amendment, shall have the same meanings as ascribed to the above terms in the Loan Terms and Conditions.
  - 1.4. Any references to the Loan Terms and Conditions in any of their provisions shall be the references to the Loan Terms and Conditions as amended by this Amendment.
- 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.

## Article II Contents of Amendment

- 2.1. In clause 1.3 of the Loan Terms and Conditions the following definition shall be replaced as follows:

**Loan Agreement** - the agreement concluded between the Lender and the Borrower, as amended by any addenda and appendices thereto, under which funds may be provided to the Borrower upon satisfaction of the agreed conditions, normally the Agreement on the Installment Facility or the Agreement on Overdraft Facility;
- 2.2. In article III. Fees and Reimbursements Connected with Loan Agreement of the Loan Terms and Conditions shall be added new clauses 3.13 to 3.15 with the following wording and original clauses 3.13 to 3.15 shall be referred as clauses 3.16 to 3.18:
- 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 addendum 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 addendum 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 addendum 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 addendum 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:
    - a. the first Pay Period will commence on the Initial Date and will normally end on the last day of the third whole calendar month following the Initial Date or on any other date set forth in the Loan Agreement,
    - b. 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,
    - c. 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:
    - a. 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;

- b. 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,
- c. the Lender is authorized to charge the Fee for Non-withdrawal also in the event of applying the Regime after the Final Maturity Date.

2.3. In the Loan Terms and Conditions clause 6.9. shall be added as follows:

6.9. 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.

2.4. In the Loan Terms and Conditions clause 7.3.3 shall be replaced as follows:

**7.3.3. Prepayment Upon Request of the Borrower.**

7.3.3.1. 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 installments of the Principal in the order starting from the last due and payable installment of the Principal. If, upon such payment, the amount of the funds prepaid by the Borrower is not sufficient for repayment of the next total installment of the Principal, such funds shall be applied first for repayment of a part of the latest due and payable installment 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 addendum 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 under

this Agreement for the period from the prepayment date until the Final Maturity Date, 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 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 fulfill 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.

2.5. In the clause 8.1 of the Loan Terms and Conditions new section l) shall be added as follows:

- 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.

2.6. In the clause 8.2 of the Loan Terms and Conditions section c) shall be replaced as follows:

- 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,

2.7. In the clause 8.3 of the Loan Terms and Conditions new section e) shall be added as follows:

e. 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 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,

2.8. In clause 8.6 of the Loan Terms and Conditions word "Agreement" shall be replaced by words "Loan Documents".

2.9. In the Loan Terms and Conditions clause 11.1.5 shall be replaced as follows:

11.1.5. The Guarantor is liable to maintain the insurance policy, to fulfill 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 security established under the relevant Security Agreement. 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 relevant Security 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. 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.

2.10. In the Loan Terms and Conditions new clause 11.1.6 shall be added as follows:

11.1.6. 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.

2.11. In clause 16.3 of the Loan Terms and Conditions sections a) and b) shall be replaced as follows:

- 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,

2.12. In the clause 17.6.1 of the Loan Terms and Conditions section a) shall be replaced as follows:

- 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.(a), 8.1.(b), Section 8.1.(e), 8.1.(g), Section 8.2., Section 8.3.(a) to (d), Section 13.1.(d), Section 13.1.(g)(iii), (iv), (v), (vi) and (vii), Section 13.1.(o), Section 13.1.(p), Section 13.2.(e), Section 13.2.(f), Section 13.7., and Section 13.8. of the Loan Terms and Conditions;

2.13. In article XVII. Miscellaneous of the Loan Terms and Conditions clauses 17.12 and 17.13 shall be cancelled and new clauses 17.12 to 17.16 shall be added as follows:

17.12. Each of the Borrower and the Guarantor is responsible that the personal data provided to the Lender in the extent stipulated by the Banking Law and required for individual transactions are correct and true, in order to clearly identify the Borrower and the Guarantor, to provide, ensure, and perform the financial and any other related services.

17.13. The Borrower and the Guarantor agree with processing of the personal data provided to the Lender's information system and provision thereof for processing into the information system in the extent required for fulfillment of certain specific purpose of processing to the persons set forth in clause 18.3. below, for the purpose set forth in clause 17.12. above, and this also in the event of cross-border flow of information to the countries which provide adequate level of protection according to the generally binding legal regulations. The Borrower and the Guarantor

also agree that the Lender may disclose the personal data provided by them to the recipient of payment who is a third person, if such personal data form a part of the Information and documents kept by the Lender, and relating to such third person.

- 17.14. The Borrower's and Guarantor's consent according to clause 17.13. above will be irrevocable during the term of the Loan Document and five years following termination thereof or five years following finalization of negotiations on conclusion of the Loan Document if it is not concluded, however, minimum during the period of performance of the purpose of personal data processing. However, each of the Borrower and the Guarantor has the right to revoke such consent in case of proving that the personal data are processed contrary to the Loan Terms and Conditions.
- 17.15. Should the personal data be processed upon a third person's consent, each of the Borrower and the Guarantor is authorized to provide the third person's personal data to the Lender's information system only in the event they have a written irrevocable consent of such third person for provision of their personal data to the Lender and to the persons set forth in clause 18.3. below.
- 17.16. 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.

- 2.14. In the Loan Terms and Conditions clauses 18.2.2 and 18.2.3 shall be replaced as follows:
- 18.2.2. 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.

- 18.2.3. 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.
- 2.15. In clause 18.3 of the Loan Terms and Conditions new section n) and o) shall be added as follows:
- n. 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,
- o. 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.
- 2.16. In the Loan Terms and Conditions new clauses 18.7 to 18.9 shall be added as follows:
- 18.7. Addendum 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.
- 18.8. Addendum 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.
- 18.9. Addendum 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.

## Article III Final Provisions

- 3.1. This Amendment shall come into force on 15.8.2014.
- 3.2. This Amendment is made in Slovak and English version, however in case of any discrepancy between Slovak and English version the Slovak version of this Amendment shall prevail and the version of this Amendment in English language is just a translation of this Amendment in Slovak language.

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