



AMENDMENT NO. 5 TO THE GENERAL LOAN TERMS AND CONDITIONS AND TERMS AND CONDITIONS OF SECURING LOANS OF Tatra banka, a.s. APPROVED ON 14 February 2002

Article I. Initial Provisions

- 1.1. This is Amendment No. 5 to the General Loan Terms and Conditions and Terms and Conditions of Securing Loans of Tatra banka, a.s., as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 (hereinafter "**This Amendment**").
- 1.2. Under This Amendment the Loan Terms and Conditions are changed and amended in the extent specified in Article II. hereof.
- 1.3. The capitalised terms defined in the Loan Terms and Conditions, which are not expressly defined in This Amendment, have the same meaning in This Amendment as ascribed to them in the Loan Terms and Conditions.
- 1.4. The references to the Loan Terms and Conditions specified anywhere in the text will be the references to Loan Terms and Conditions, as amended by This Amendment.

Article II. Contents of the Amendment

- 2.1. In Section 1.3 of the Loan Terms and Conditions the definitions are replaced as follows:

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;

- 2.2. In Section 1.3 of the Loan Terms and Conditions the following definitions are added:

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;

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.

2.3. In the Loan Terms and Conditions Section 3.15.2. is cancelled and replaced by new Section 3.15.2. which reads as follows:

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 calendar quarter, in which the Initial Date occurred 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.

2.4. In the Loan Terms and Conditions the current Section 3.16 is identified as Section 3.17, the current Section 3.17. is identified as Section 3.18., the current Section 3.18. is identified as Section 3.19 and at the same time new Section 3.16. is

added, which reads as follows:

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:

- a. the amount of the non-revolving Installment Facility provided and outstanding;
- b. 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.

3.16.3. 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).

2.5. In the Loan Terms and Conditions the Section 6.1. is cancelled and replaced by new Section 6.1., which reads as follows:

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.

- 2.6. In the Loan Terms and Conditions in Section 6.2. paragraph c. is cancelled and replaced by new paragraph c., which reads as follows:
- 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.
- 2.7. In the Loan Terms and Conditions the Section 6.3. is cancelled and replaced by new Section 6.3. which reads as follows:
- 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.
- 2.8. In the Loan Terms and Conditions Section 6.4. is cancelled and replaced by new Section 6.4. which reads as follows:
- 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.
- 2.9. In the Loan Terms and Conditions Section 6.5. is cancelled and replaced by new Section 6.5. which reads as follows:
- 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.
- 2.10. In the Loan Terms and Conditions Section 7.2.1. is cancelled and replaced by new Section 7.2.1. which reads as follows:
- 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.

2.11. In the Loan Terms and Conditions Section 7.3.3.2. is cancelled and replaced by new Section 7.3.3.2. which reads as follows:

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.

2.12. In the Loan Terms and Conditions in Section 8.1. new paragraph m. is added, which reads as follows:

- 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.

2.13. In the Loan Terms and Conditions the Section 8.3. is cancelled and replaced by new Section 8.3. which reads as follows:

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.
- 2.14. In the Loan Terms and Conditions the Section 12.1. is cancelled and replaced by new Section 12.1., which reads as follows:
- 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.
- 2.15. In the Loan Terms and Conditions in Section 13.1. paragraph a. is cancelled and replaced by new paragraph a. which reads as follows:
- 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;
- 2.16. In the Loan Terms and Conditions in Section 13.1. new paragraph x. is added, which reads as follows:
- 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.

- 2.17. In the Loan Terms and Conditions Section 14.5. is cancelled and replaced by new Section 14.5. which reads as follows:
- 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.
- 2.18. In the Loan Terms and Conditions a new Section 17.14. is added which reads as follows:
- 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 obligated) 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.
- 2.19. In the Loan Terms and Conditions a new Section 17.15. is added which reads as follows:
- 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.
- 2.20. In the Loan Terms and Conditions a new Section 17.16. is added which reads as follows:
- 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).
- 2.21. In the Loan Terms and Conditions a new Section 17.17. is added which reads as follows:
- 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.

2.22. In the Loan Terms and Conditions a new Section 17.18. is added which reads as follows:

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. 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

2.23. In the Loan Terms and Conditions in Section 18.4. paragraph f. is cancelled and replaced by new paragraph f., which reads as follows:

- f. Persons, to whom the Lender intends to assign the Total Lender's Receivable or a portion thereof, or

2.24. In the Loan Terms and Conditions Section 18.7. is cancelled and replaced by new Section 18.7. which reads as follows:

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,
- (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://institutar.sk/>.

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.