



# AMENDMENT NO. 3 TO THE COMMERCIAL TERMS AND CONDITIONS FOR GUARANTEES APPROVED ON 12 DECEMBER 2014

## Article I. Initial Provisions

- 1.1. This is Amendment No. 3 to the Commercial Terms and Conditions of Tatra banka, a.s. for Guarantees dated 12 December 2014 (hereinafter "**This Amendment**").
- 1.2. Under This Amendment the Guarantees Terms and Conditions are changed and amended in the extent specified in Article II. hereof.
- 1.3. The capitalised terms defined in the Guarantees Terms and Conditions, which are not expressly defined in This Amendment, have the same meaning in this Amendment as ascribed to them in the Guarantees Terms and Conditions.
- 1.4. The references to the Guarantees Terms and Conditions specified anywhere in the text will be the references to the Guarantees Terms and Conditions, as amended by This Amendment.

## Article II. Contents of the Amendment

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

**Bank** – Tatra banka, a.s., seated at Hodžovo námestie 3, 811 06 Bratislava 1, Company ID No: 00 686 930, registered in Commercial Register of Municipal Court Bratislava III, Sec.: Sa, Insert No. 71/B, as well as any other person who becomes the owner of the Total Bank´s Receivable or a portion thereof under the Guarantee Documents;

**Client** – a person and/or persons, who are a party of the Bank in the Framework Agreement and/or a person or persons who covenanted the Bank to repay the Total Bank´s Receivable and/or a respective portion thereof under the takeover of the debt and/or persons whereto the obligation to repay the Total Bank´s Receivable and/or a respective portion thereof has been transmitted or transferred;

**Total Bank´s Receivable** – any individual and/or all current and future Bank´s Receivables towards the Client and/or the Guarantor specified below, and that:

- Bank´s receivable, including accessory of the Receivable for repayment of financial means owed to the Bank, which arose under every Guarantee Document or in connection therewith (especially the receivable for repayment of the Advance Payment, Applied Amount, fees, Default Interests, contractual penalty and any other amounts owed to the Bank under the Guarantee Terms and Conditions),
- Bank´s receivable which shall arise as a consequence of or in connection with a withdrawal from or a notice of the Framework Agreement,
- Bank´s receivable for repayment of unauthorised overdraft in the Client´s Account and the Guarantor´s Account, which arose on the basis of or in connection with each Framework Agreement and/or Individual contract specified in the Security Agreement, along with accessory thereto,

**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 Client 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) His Majesty's Treasury (hereinafter the "HMT") and the Department for Business, Energy and Industrial Strategy of the United Kingdom.

**Securitisation** – means:

- a. securitisation under Art. 4, Clause 1, paragraph 61 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;

2.2. In the Guarantee Terms and Conditions in Clause 1.3. the following definitions are added:

**Agreement on BBTB** – means the Agreement on the provision of services through the **Business** banking<sup>TB</sup> Electronic Banking System, as amended, concluded between:

- a) the Client and the Bank respectively Guarantor and the Bank or
- b) by a third party and the Bank, if in connection with it the Client respectively the Guarantor granted a Power of Attorney to such a third party for actions defined as Extended part in Appendix no. 6 to it.

**Individual contracts** or **Individual contract** – means a common designation for the Request, the Bank's response to the Request and its acceptance by the Client (or any of these documents individually);

2.3. In Clause 1.3 of the Guarantees Terms and Conditions the definition "**Determined Portion of Loan**" is cancelled.

2.4. In the Guarantee Terms and Conditions Clause 2.7. is cancelled and replaced by new Clause 2.7., which reads as follows:

- 2.7. The Bank shall be entitled to withdraw from the Individual Guarantee in a written notification delivered to the Beneficiary and the Client with the notice period specified in the Individual Guarantee. In case the option of withdrawal is not specified along with the notice period in the Individual Guarantee it means that the Bank is not entitled to withdraw from the Individual Guarantee.

2.5. In the Guarantee Terms and Conditions in Clause 7.3. paragraph c. is cancelled and replaced by new paragraph c., which reads as follows:

- c. To submit the Bank upon Bank's prompt addressed to the Guarantor and in the period specified in such prompt the respective accounting statements, i.e.
  - (i) Balance sheet and profit and loss account if the Guarantor uses double-entry bookkeeping,
  - (ii) Statement of assets and liabilities and statement of income and expenses if the Guarantor uses single-entry bookkeeping,

2.6. In the Guarantee Terms and Conditions in Clause 7.3. paragraph e. is cancelled and replaced by new paragraph e., which reads as follows:

- e. To allow Bank employees verification of documents submitted to the Bank under letter b) and c) of this Clause,

2.7. In the Guarantee Terms and Conditions in Clause 7.3. new paragraph l. is added, which reads as follows:

- l. To duly pay taxes, customs duties, fees and other payments imposed by state.

2.8. In the Guarantee Terms and Conditions Clause 9.2.4. is cancelled and replaced by new Clause 9.2.4., which reads as follows:

- 9.2.4. The insurance indemnification which shall be paid out to the Bank, among other things, can be utilised by the Bank under its authorisation for remittance of the payable Total Bank's Receivable or a payable portion thereof.

2.9. In the Guarantee Terms and Conditions Clause 9.2.6. is cancelled and replaced by new Clause 9.2.6., which reads as follows:

9.2.6. Notwithstanding other authorisations of the Bank, if no insurance contract under the Guarantee Documents is submitted to the Bank, the Bank shall be entitled, however not obligated, to conclude in its own name and for the account of the Guarantor or in the name and to the account of the Guarantor the insurance contract for the purpose of insurance of the object of security. The Bank is likewise entitled, however not obligated, to act as a policy holder to the Guarantor's Account. The Guarantor is obligated to provide the Bank the requested collaboration necessary for the respective insurance of the Guarantor's property. The Guarantor covenants to pay the Bank all costs incurred to the Bank in this manner, including remittance of insurance premium on the day such costs incurred to the Bank or when they became payable (depending on what happened earlier).

2.10. In the Guarantee Terms and Conditions in Clause 11.1. paragraph c. is cancelled and replaced by new paragraph c., which reads as follows:

c. In relation to the Client or the Guarantor:

- (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 Client 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 Client or the Guarantor under the applicable legal regulations, or
- (iii) commencement of public preventive restructuring proceedings or non-public preventive restructuring proceedings
- (iv) commencement of any proceedings having similar effect or purpose as the restructuring proceedings or public preventive restructuring proceedings or non-public preventive restructuring proceedings;

2.11. In the Guarantee Terms and Conditions in Clause 11.1. paragraph g. point (ii) is cancelled and replaced by new point (ii), which reads as follows:

(ii) in respect of the Client or the Guarantor:

- (A) the relevant bodies of the company shall have adopted a decision on dissolution transformation or cross-border transformation (in any form of fusion, merger, amalgamation, division, spin-off, division) or change of its legal form or cross-border change of the legal form thereof (or any other decision having similar effect or purpose), or
- (B) proceedings for dissolution of the company is initiated at the competent court (or any other proceedings having similar effect or purpose),

2.12. In the Guarantee Terms and Conditions in Clause 11.1. paragraph g. point (vii) is cancelled and replaced by new point (vii), which reads as follows:

(vii) Client or Guarantor founded Establishment outside the territory of the Slovak Republic or outside the territory of state stated in Guarantee Document;

2.13. In the Guarantee Terms and Conditions in Clause 11.1. paragraph n. is cancelled and replaced by new paragraph n., which reads as follows:

n. The Client fails to observe its obligation or it is probable that the Client will not observe its obligation ensuing from the agreement concluded with a third party in case such non-performance may affect the ability of the Client to repay the Total Bank's Receivable under consideration of the Bank;

2.14. In the Guarantee Terms and Conditions in Clause 11.1. paragraph q. is cancelled and replaced by new paragraph q., which reads as follows:

q. In case of securing the Total Bank's Receivable by pledge over real property or over co-ownership in real property an insurance event occurs which, under consideration of the Bank, may jeopardise due and timely repayment of the Total Bank's Receivable or the value of its security;

- 2.15. In the Guarantee Terms and Conditions in Clause 11.1. new paragraph aa. is added, which reads as follows:
- aa. In case of securing the Total Bank's Receivable by pledge over real property or over co-ownership in real property, the real property is not freely accessible from public roads without any factual or legal restrictions.
- 2.16. In the Guarantee Terms and Conditions Clause 13.5. is cancelled and replaced by new Clause 13.5., which reads as follows:
- 13.5. Client and Bank respectively Guarantor and the Bank have agreed that:
- 13.5.1. The Client is authorized to deliver to the Bank the Request and the acceptance of reply of the Bank to the Request also as a part of an electronic request under the Agreement on BBTB and in the manner specified therein,
  - 13.5.2. The Client is authorized to deliver to the Bank any document, the copy of which the Client is obliged to submit to the Bank under the Guarantee Documents also as part of an electronic application under the Agreement on BBTB and in the manner specified therein. For the avoidance of doubt, the parties agree that if under the Guarantee Documents is not expressly stated that the Client is obliged to submit to the Bank a copy of certain document, it applies that this clause is not applicable for such document.
  - 13.5.3. The Bank is entitled (but not obliged) to deliver any notices, requests or other correspondence (in particular, but not exclusively, the Bank's response to the Request) to be submitted or carried out according to the Guarantee Documents and Guarantee Terms and Conditions between the Bank and the Client and also between the Bank and Guarantor, even by delivering them exclusively:
    - a. to the electronic banking message box of **Business** banking<sup>TB</sup>, whose services are provided on the basis of the Agreement on BBTB,
    - b. to the message box in Internet banking, which is understood as a separate means of payment, a secure environment located on the Internet in which it is possible to conduct business with the Bank, and at the same time a common/generic designation of all the Bank's services provided through the Bank's websiteand that:
    - (i) to any person acting as a User (as this term is interpreted in the context of the Agreement on BBTB) and/or
    - (ii) to any person whose consent and/or other expression of will, either in their own name and/or on behalf of the Client and/or on behalf of the Guarantor, is necessary in connection with the document delivered in this way (notification, request or other correspondence) and/or required by the Bank,with which the Client and the Guarantor expressly agree.
  - 13.5.4. In case of delivery by the Bank in accordance with point 13.5.3. above applies that all such messages are considered the day they are delivered to any of the relevant mailboxes in accordance with point 13.5.3. above for delivered to the Client respectively to the Guarantor.
- 2.17. In the Guarantee Terms and Conditions in Clause 14.4. paragraph a. is cancelled and replaced by new paragraph a., which reads as follows:
- a. Which improves or strengthens the position of the Bank upon the execution of a decision, execution, bankruptcy, public preventive restructuring or non-public preventive restructuring or restructuring and/or
- 2.18. In the Guarantee Terms and Conditions in Clause 14.6. paragraph a. is cancelled and replaced by new paragraph a., which reads as follows:
- a. The Client and/or the Guarantor who is a natural person who does not act in terms of his/her commercial activity or business activity: Clause 7.1. a), Clause 7.1. c), Clause 7.1. d), Clause 7.2., Clause 7.3. a. to e., Clause 11.1. d), Clause 11.1. g) par. (ii), (iii), (iv), (v), (vi) and (vii), Clause 11.1. o), Clause 11.1. p), Clause 11.2. f), Clause 11.2. g), Clause 11.8. and Clause 11.9. Guarantee Terms and Conditions;

2.19. In the Guarantee Terms and Conditions Clause 14.11. is cancelled and replaced by new Clause 14.11., which reads as follows:

14.11. By concluding:

- a. the Guarantee Document by the Client and/or the Guarantor declares that the limitation periods of every right of the Bank ensuing from the Guarantee Document are prolonged and
- b. the Framework Agreement by the Client declares that the limitation periods of every right of the Bank ensuing from the notarial deed, the specified Framework Agreement and carried out for the purpose of strengthening the enforceability of the Total Bank's Receivable are prolonged, and that for a period of ten years as of the period when such limitation period commences in relation to every such right.

2.20. In the Guarantee Terms and Conditions Clause 14.12.3. is cancelled and replaced by new Clause 14.12.3., which reads as follows:

14.12.3. Under § 91, par. 1 of the Act on Banks, the Client and the Guarantor consent to provision and accessing the data on banking transactions concluded with the Bank (including the data obtained by the Bank 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, 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, 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.

2.21. In the Guarantee Terms and Conditions Clause 14.17. is cancelled and replaced by new Clause 14.17., which reads as follows:

14.17. In case the Client respectively the Guarantor pays any amount owed under the Guarantee Document and:

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

then the Client respectively the Guarantor (depending on which of them originally made the payment) will be obliged to pay the Bank the amount in the extent of Bank's obligation on the day it is performed by the Bank. To avoid doubts, the preceding sentence also applies in the case the Bank acknowledged its obligation to return the payment in the previous sentence or if the obligation established in the court or out of court settlement for the Bank.

2.22. In the Guarantee Terms and Conditions a new Clause 14.19. is added, which reads as follows:

14.19. In connection with signing of any Guarantee Document, the following shall apply:

- a. If the Guarantee Document offer is made in electronic form and signed by the Bank using a qualified electronic seal:
  - (i) the Guarantee Document offer shall be made available to the persons set out in the signature chart of the Guarantee Document as the persons acting for/in the name of the Client respectively the Guarantor via the communication channel containing electronic means, i.e. any functionality allowing the signing of the Guarantee Document offer for/in the name of the Client respectively the Guarantor in the manner resulting from par. (ii) below and upon Bank's discretion, the Guarantee Document offer shall be made available also in other manner,

- (ii) the acceptance of the Guarantee Document offer by the Client respectively the Guarantor or on behalf of the Client respectively the Guarantor must be signed by a qualified electronic signature of the persons authorised to act for / on behalf of the Client respectively the Guarantor with a qualified time stamp, and that via electronic means acceptable to the Bank, being especially:
- A. **Business** banking<sup>TB</sup>, which, for the purposes of the Guarantee Document, means a system of electronic banking entitled **Business** banking<sup>TB</sup>, used according to the Agreement on BBTB
  - B. Internet banking, which, for the purposes of the Guarantee Document, means a separate payment means, secure environment in the online network where it is possible to make transactions with the Bank and also a common / generic designation of all Bank 's services provided via Bank 's websites,
  - C. other electronic means the Bank (if such exist) informed the Client respectively the Guarantor of in advance and in connection wherewith it generally applies, that they are available for the Client respectively the Guarantor or persons identified in the signature chart of the Guarantee Document as persons acting for / on behalf of the Client respectively the Guarantor, conditional upon the handling of the identification, authentication and authorisation means acceptable for the Bank, and
  - D. any other electronic means arranged between the Bank and the Client respectively the Guarantor,
- otherwise it applies, that the Guarantee Document has not been made or concluded in the form arranged between the parties and the Bank is authorised to claim the relative nullity of Guarantee Document;
- b. If the Individual contract offer is made in electronic form and signed by the Bank using an enhanced electronic seal:
- (i) the Individual contract offer shall be made available to the persons set out in the signature chart of the Guarantee Document as the persons acting for/ on behalf of the Client respectively the Guarantor via the communication channel containing electronic means, i.e. any functionality allowing the signing of Individual contract offer for/on behalf of the Client respectively the Guarantor in the manner resulting from par. (ii) below and upon Bank 's discretion, the Individual contract offer shall be made available also in other manner,
  - (ii) The acceptance of the Guarantee Document offer by the Client respectively the Guarantor or on behalf of the Client respectively the Guarantor must be signed by a qualified electronic signature of the persons authorised to act for / on behalf of the Client respectively the Guarantor with a qualified time stamp, and that via electronic means acceptable to the Bank, being especially:
    - A. **Business** banking<sup>TB</sup>, which, for the purposes of the Individual contract, means a system of electronic banking entitled **Business** banking<sup>TB</sup>, used according to the Agreement on BBTB
    - B. Internet banking, which, for the purposes of the Individual contract, means a separate payment means, secure environment in the online network where it is possible to make transactions with the Bank and means also a common / generic designation of all Bank 's services provided via Bank 's websites,
    - C. other electronic means the Bank (if such exist) informed the Client respectively the Guarantor of in advance and in connection whereto it generally applies, that the access of the Client respectively the Guarantor or persons identified in the signature chart of the Individual contract, as persons acting for/on behalf of the Client respectively the Guarantor, to these means is provided by holding identification, authentication and authorisation means acceptable to the Bank, and
    - D. any other electronic means arranged between the Bank and the Client respectively the Guarantor,

otherwise it applies, that the Individual contract has not been made or concluded in the form arranged between the parties and the Bank is authorised to claim the relative nullity of the Individual contract;
- c. In case the arrangement of the parties on the Bank 's right to claim the nullity of the Guarantee Document due to failure to observe the form under Letter a. hereof is invalid, it applies that that the execution of the act whereby the Lender shall claim the relative nullity of the Guarantee Document pursuant to Letter a. respectively Letter b. hereof, shall be considered as a withdrawal from the

Guarantee Document, while for the avoidance of doubt it applies that solely the Bank is authorised to withdraw from the Guarantee Document due to failure to observe the form under Letter a. respectively Letter b. hereof arranged by the Parties;

- d. In case the Guarantee Document offer is made in electronic form under the provisions set out herein, while the list of persons acting for / on behalf of the Client respectively the Guarantor, set out in the signature chart of the Guarantee Document and/or the legal title based on which these persons act for/on behalf of the Client respectively the Guarantor, is not identical with the real status (i.e. if the Guarantee Document respectively offer or acceptance of the Guarantee Document offer is actually signed by other persons than those set out of the Guarantee Document and /or without any legal claim, entitling such persons to act for/on behalf of the Client respectively the Guarantor), such fact **constitutes** a defect of the Guarantee Document (i.e. the contracting process)... if the Client respectively the Guarantor **fails to prove** to Bank 's satisfaction the authorisation of the persons acting for/ on behalf the Client respectively the Guarantor to conclude the Guarantee Document or accept the Guarantee Document offer in the period of 30 days after the Guarantee Document was signed by such persons and/or based on such legal title, and the Bank confirms, and that either in a written notification or by taking any other action in terms of the Guarantee Document, that such an authorisation has been proved, while it also applies that the Guarantee Document shall terminate upon the expiration of the given period in vain;
- e. The Client respectively the Guarantor is obligated to ensure that the Guarantee Document (if made in electronic form) be immediately stored in a data storage separate from the environment of Internet banking, **Business** banking<sup>TB</sup> or electronic means of the Bank;
- f. in the event that the Bank's right to claim the relative invalidity of any Guarantee Document, the offer of which was drawn up in electronic form and was not accepted in accordance with the provisions of such Guarantee Document, is exercised, or if there is a withdrawal from any Guarantee Document, the offer of which was drawn up in in electronic form and has not been accepted by the Bank in accordance with the provisions of such a Guarantee Document, the performance of such an act by the Bank (i.e. claiming relative invalidity or withdrawal) is not considered impeding the fulfilment of the condition or obligation of the Client respectively the Guarantor arising from and/or related to the Guarantee Document.

2.23. In the Guarantee Terms and Conditions Clause 15.1. is cancelled and replaced by new Clause 15.1., which reads as follows:

- 15.1. Divergent arrangements in the Guarantee Document take precedence over the Guarantee Terms and Conditions and the Agreement on Account. Mutual relationship of the Bank and the Client ensuing from or connected with the Framework Agreement and mutual rights of the Bank and the Guarantor ensuing from or connected with the Security Agreement which are not governed by the respective agreement and the Guarantee Terms and Conditions are governed by the Commercial Code, the Civil Code and other respective legal regulations valid on the territory of the Slovak Republic, and that respectively. Mutual relationships of the Bank and the Client ensuing from or connected with the Individual Guarantee, which are not governed by the Guarantee Document are governed by the Individual Guarantee Regulations if the application of the respective Regulations was arranged in the Individual Guarantee, in the Guarantee Terms and Conditions, the Commercial Code, the Civil Code and other respective legal regulations valid on the territory of the Slovak Republic or other legal order, if arranged, and that respectively. The respective legal regulations shall be applied for the arrangement of relationships of the Bank and the Client and/or the Bank and the Guarantor only in case:
  - a. Such application thereof is not excluded by the Guarantee Document directly or indirectly and
  - b. Such application thereof is admissible under the nature of the affected provisions of the Guarantee Document.

2.24. In the Guarantee Terms and Conditions in Clause 15.3. paragraph g. is cancelled and replaced by new paragraph g., which reads as follows:

- g. In case the object of security of the Total Bank 's Receivable is a financial receivable of the Guarantor from a third person, to such third person but only in the extent required for proving the occurrence of the respective security of the Total Bank 's Receivable,

2.25. In the Guarantee Terms and Conditions in Clause 15.3. paragraph n. is cancelled and replaced by new paragraph n., which reads as follows:

- n. Every person who provides for the Bank maintenance or archiving of contract documents as well as every person who provides for the Bank printing and distribution of correspondence,

Amendment No. 3 to the Guarantee Terms and Conditions was approved in Bratislava by the Credit Committee of Tatra banka, a.s. on 28 June 2024.