

# CSOB CREDIT BUSINESS TERMS AND CONDITIONS

## (HEREINAFTER THE „CBTC“)

### Opening clauses

1. CBTC enacts Československá obchodná banka, a. s., (hereinafter the “Bank”), according to the respective legal provisions as amended, mainly § 273 of the Commercial Code as amended.
2. The CBTC represent a part of the credit agreement, credit limit, possibly other agreement regarding affording of the bank products (hereinafter the “Agreement”) closed between the Bank and the client – legal entity and entrepreneur (hereinafter the “Client”), the CBTC define and sum up some parts of the Agreement. Further bank products for the purpose of the CBTC in particular are bank guarantees, letters of credit and other payment or securing instruments (hereinafter the “Instrument”), also obligation limits, limits for backbond repayment of checks and exchange operations etc. (hereinafter the “Limit”), always, if in the Agreement is agreed that the CBTC are the part of the Agreement.

### Amount, Purpose and Conditions of the Drawdown

3. After fulfilment of conditions agreed in the Agreement the Bank will open/ emit/afford appropriate Instrument, enable drawdown of the Limit or in case of credits afford the Client financial resources up to the credit limit agreed in the Agreement, if:
  - a) the Agreement was due signed by the Client and the Bank received all contractually agreed supports, documents and in agreed due day were paid all charges established by the Agreement;
  - b) breach of duties or the fact or change specified in the paragraph 16. of the CBTC and/or in the Agreement did not occur;
  - c) occurrence of security in compliance with measures of legal enactments and the Agreement was made out by responding manner and were fulfilled another specific conditions of drawdown of credit/Limit or opening/emitting/ affording of appropriate Instrument agreed in the Agreement.
4. The Bank is not due to enable the Client drawdown of the credit or the Limit and equivalently so is not due to open/emit/afford Instruments according to the Agreement in case, the aforementioned conditions and specific conditions of credit/Limit drawdown or opening/emitting/affording the appropriate Instrument presented in the Agreement will be not fulfilled (if only the Bank extraordinarily did not consider fulfilling any of the conditions in the credit/Limit drawdown moment or opening/emitting/affording the appropriate Instrument unavoidable, the Client is due without suspension to ensure additional fulfilling of the relevant condition). The Client confirms by every drawing that at the moment of credit facility drawdown no obligations have been breached and no matter or change of the conditions, under which the Agreement was concluded, occurred, as specified in CBTC paragraph 16. a).
5. If the credit/Limit drawdown purpose is agreed in the Agreement, then drawdown may be only pursuant to this purpose. The Bank is entitled to consider the purpose of every individual credit

and Limit drawdown separately and is entitled to refuse every not due indicated and not by the Bank accepted drawdown or where doubts regarding purpose of the asked for will arise, or of any prior credit drawdown according to the aforementioned general drawdown conditions and conditions of the Agreement.

## Interest Rate and Repayment, Fees

6. Drawdowned and unpaid – up credit is rated with an interest rate agreed in the Agreement. If it is not possible to specify in concept agreed in the Agreement interest rate because of not mentioning the reference interest rate in the information media, interest shall bear at a floating rate consisting of the bid quotes average (found out by the Bank) on the inter-bank currency market at least three console banks, always two business days before the first day of the relevant period of fixation, respectively partial credit period and of a margin (surcharge) at the fixed amount agreed in the Agreement. In case that it is not possible to determine interest rate even in this manner due to absence of bid quote on the inter-bank currency market, the credit shall bear interest at a interest rate with temporary fixing, consisting of the interest rate in an amount quoted by the Bank and of a margin (surcharge) at the fixed rate specified in the Agreement. In an event of fixed interest rates when an amount of a margin (surcharge) is not specified in the Agreement, in both cases used margin (surcharge) will be in an amount included in relevant fixed interest rate agreed between the Bank and the Client. The Client undertakes to pay the Bank interest calculated on the base of in this manner defined interest rate or untimely to pay his obligations of the afforded credit within 30 days after the Bank's notice delivery in an amount of the established interest rate (in an event of untimely credit repayment afterwards for a period before untimely credit repayment occurs, is valid interest rate found out by the quotation of the Bank).
7. The Bank is in agreed due days entitled to cash in relevant partial payment and/or owed sum in an amount agreed in the Agreement or resulting from the Agreement of the Client's account/accounts defined in the Agreement. The Client undertakes to create to the due days appropriate financial coverage on the relevant account. In an event, the due day would be other than a business day, the maturity moves forward to the nearest following business day.
8. In case the financial resources kept on the relevant account in the due day will not suffice for payment of a due sum, the Bank is entitled to cash in relevant amount of whichever another Client's account maintained controlled by the Bank. In an event the Client in the due day does not pay whichever due sum according to the Agreement in the whole amount, the Bank is entitled to order for payment of what parts of the due assets of the Bank will be the partial payment used (that means fund, interests, default interests, fees, provisions, costs etc.).
9. The Client undertakes to pay to the Bank default interest on the amounts with the payment of which the Client is in delay, mainly the principal amount repayment, payment of interest, fees, or performance of any other financial obligations under the Agreement. Payments of credit fund after the due day shall be further interested by the interest rate agreed in the Agreement and moreover by agreed default interest. Assets resulting from the Limits and Instruments, fees and other financial obligations unpaid in the due days shall be interested only with default interest. Interest of the unpaid fund in default as well as default interest are payable immediately.
10. The interest as well as the default interest shall be counted and calculated by the Bank on the basis of a 360-day year (365 days for GBP), and months with the actual number of calendar days and in an event of annuity payments on the basis of a 360-day year and on 30 - day month. In case the provisions regarding interest refer to the rate IBOR, it is the reference

interest rate on the inter-bank currency market for relevant currency (PRIBOR for CZK, EURIBOR for EUR and USD, LIBOR for USD, GBP, CHF and other currencies) in an amount presented for the relevant period in the REUTERS information network, or in other information media, always two business days before the first day of the relevant partial credit period, fixed period or other period (as they are agreed in the Agreement).

11. Regarding credits and credit links, in an event, in the Agreement is not agreed otherwise, the Client is entitled to repay the credit fund with interest also sooner, by extraordinary repayment, after foregoing bilateral agreement with the Bank, where the Bank is entitled to account fee for untimely repayment of the credit, which amount and maturity will be agreed in the agreement regarding extraordinary repayment. Untimely repaid credit cannot be drawdowned again.
12. The Bank is entitled, except for fees, awards and provisions agreed in the Agreement, to account the Client for the Bank's services fees and awards according to the valid Tariff of the Bank.

## Security

13. Due repayment of receivables and their accessories, fees and other amounts arising from or relating to the Agreement (including any amendments thereto) shall be secured in the way agreed in the Agreement.

The Bank shall be entitled to pass data and documents about credit limit, Limit or about Instrument, relating the Agreement, inclusive information resulting or in direct connection with the Agreement to each person and its successor who gave the security for the repayment of Bank's receivables towards the Client, resulting from the Agreement.

14. If the value of the security is reduced or devalued, the Client undertakes to replenish the security to its original value of the secured in the sense of the security instruments agreed in the Agreement within 30 days of delivery of the Bank's notice. The following cases shall be further considered in particular as a reduction of value or devaluation of the security for the purpose of the Agreement:
  - a) a security provided by the Client or a third party is or becomes invalid, ineffective, unenforceable, non-executable, or uncollectible, or
  - b) a security was provided on the basis of inaccurate, incomplete, or misleading information, or
  - c) establishment of pledge, in rem or any other rights to the pledged assets in favour of third parties.

## Duties of the Client

15. The Client is during the duration of the Agreement, that means, until completion of all obligations resulting from the Agreement obliged to:
  - a) obtain and hold all its valid licenses, permits, statements, approvals, registrations and other decisions, necessary for carrying out the Client's business activities, for achieving the purpose of the Agreement and which are required by valid legislation for the validity and effectiveness of agreements and contracts concluded between the Client and the Bank and/or Client's contractual partners, whereby they shall be valid, effective and updated in accordance with the relevant legislation, they shall not be violated and there may not exist either the reasonable doubt nor occur such fact, that any of them could be affected by legal action or it comes to their violation, change (except of their updating due to reality, which by its nature does not have impact to the content and conditions of the concluded Agreement),

- it comes to their withdrawal or their cancellation;
- b) provide the performance of the Client's obligations and covenants under the Agreement and the CBTC and entry into and performance of Documents, presented to the Bank under the Agreement and their observation are not in conflict with its other statutory or contractual obligations;
  - c) provision of the data stated in the Declaration of the client of the Československá obchodná banka, a. s. presented by the Client, which forms Annex of the Agreement (hereinafter only "Declaration of CSOB's client") were true, up to date and complete and Client is obliged without delay to inform the Bank in written, but no later than 14 days after the changes stated in the Declaration of CSOB's client occurred;
  - d) ensure equal and fair position of the Bank among its creditors who are not in a priority position ex lege, in particular it will not prefer payments to other creditors to payments of its liabilities towards the Bank and will not grant rights and security to any of its creditors more favourable than those granted to the Bank under the Agreement;
  - e) use the monetary funds drawdowned under the Agreement, respectively withdraw the Limit only for the purpose stipulated in the Agreement and do not use monetary funds withdrawn according to the Agreement for financing political parties, illegal or antisocial activities ( for example casinos, gambling places activities, production or business with drugs, weapons, ammunition, aircraft industry, military weaponry and equipment and connected technologies);
  - f) present to the Bank documents and statements in the extent and periods specified in the Agreement (hereinafter the „Documents“), as well as other documents required by the Bank, which are essential for drawdown of the Limit or to assess the correctness of its repayment; whereby the Bank is entitled to prove the credibility of Documents directly by the Client or by the third persons;
  - g) permit the Bank or its empowered person to enter into immovables which are the subject of Bank's receivables security accordingly to the Agreement incl. eventual amendments in order to inspect them for the purpose of Bank's review, monitoring and prospective re-appraisal of Bank 's receivables;
  - h) following the Bank's notice to present by 90 days a new expert opinion to pledged immovables, specified in this Agreement incl. eventual amendments ( expert opinion shall be made by an expert agreed with the Bank), if essential technical changes on immovables or any of their part appear during the contractual relation or the immovables or the Bank ask him to present it, because of appraisal or possible re-appraisal of immovables has not been done, or it has not been done in last 3 years of contractual relation;
  - i) establish and maintain insurance of its assets in the form and to the extent satisfactory for the Bank; and will prove payment of insurance for each, insurance period continually until repayment of all monetary obligations towards the Bank;
  - j) immediately inform the Bank in writing about any facts jeopardising the performance of the Client's contractual obligations, in particular about any litigation, arbitration or other proceedings the result of which could have a negative impact on its ability to fulfil or to observe its obligations under the Agreement and about organizational, law and other changes, which may jeopardize timely repayment under the Agreement (for example sale of the enterprise or its part, change of the scope of business activities, termination of business activities or its substantial part, loss of business licenses, in case of legal entities also separation of certain organisational parts from the Client, merger, confusion, separation, conversion, take-over, registered capital decrease, in case of municipalities also merger of municipalities, addition to another municipality, separation of the part of the

- municipality, establishment of the legal entity etc.), in time advance, if these changes are beforehand known to the Client;
- k) in case of passing a new legal enactment or changing actual legal enactments, which will for the Bank by further duration of the relationship under the Agreement represent:
- i. increased or additional costs or
  - ii. reduction the return rate of the financial resources afforded under the Agreement or
  - iii. reduction of whatsoever amount payable under the Agreement,
  - iv. to perform any of Bank 's obligations due to the Agreement
- that everything in confrontation with the situation to the day of the Agreement ratification, to pay to the Bank in this way increased costs or amounts within 30 days of delivery of the Bank's notice to the Client, in which this increased costs and amounts will be specified or within the same term untimely to repay its obligations according to the Agreement, at the same time, the Parties agreed that in the event of Bank 's failure to fulfil an obligation under the Agreement, the Client shall prematurely to pay off its obligations arising from the Agreement within the time period referred to above;
- l) all amounts in favour of the Bank paid by the Borrower will be paid in full without any withholding or deduction of taxes, charges or any other sums, even if the generally binding legal regulation provided for such payment payment of the tax;
- m) to submit the Legal opinion on the matters of validity, effectivity and enforceability of the Agreement or of the agreement on security of Bank 's receivables arising from the Agreement and on the status and capacity of the Client or obligors due to the agreement on security of Bank 's receivables arising from the Agreement in the event the Agreement or any of document submitted by the Client or by the obligor due to the agreement on security of Bank 's receivables arising from the Agreement is governed by other law than the law of the Slovak Republic;
- n) ensure that neither the Client, nor any Client's Group Member or the purpose of financing is subject to the International Sanctions; should that be the case, the Client shall inform the Bank thereof immediately after it becomes aware of such situation;
- o) ensure that neither the Client, nor any Client's Group Member uses the financing provided under the Agreement for purposes which would breach any applicable anti-bribery, anti-corruption, anti-money laundering and anti- terrorism laws rules and regulations.

## **Breach of the Agreement and Rights of the Bank**

16. The Bank is entitled to take one or more measures specified in the paragraph 17. of this CBTC, if any of the following obligations are breached and/or if any of the following situations occurs and/or if any of the following changes of the conditions under which the Agreement was concluded occurs:
- a) the conditions stipulated for the credit drawdown and/or the Limit and/or opening/emitting/affording the Instrument are subsequently breached or not fulfilled;
  - b) the Client is more than 3 days in delay with repayment of any amount owed and due under the Agreement or any other agreements concluded with the Bank or is in delay with the fulfilment of monetary obligations arising out of any other agreements concluded with the Bank more than 3 days, unless the Client's delay was caused by a technical breakdown on the part of the Bank;
  - c) the representations made in the Agreement and/or in the Declaration of CSOB's client and/or data mentioned in the documents submitted to the Bank prove to be untrue, incomplete or inaccurate;

- d) the Client fails to fulfil any obligation stated in the paragraph 15. of the CBTC and/or the obligation according to the Agreement, for obligations to submit Documents, other documents and reports to the Bank repeated breach of obligations occurs and/or this breach continues for the period of more than 20 days of the Bank's written call to the Client to fulfil the breached obligations;
- e) the monetary funds on the Client's account maintained with the Bank are subject to execution or the Client's real estate property or other assets become subject of a public auction or execution;
- f) the Client or an entity controlling the Client or controlled by the Client, or an entity whose obligations the Client secures is directed bankruptcy or restructuring proceeding or any other proceeding caused by unwillingness or incapability to pay or by over-indebtedness are pending or a liquidation decision has been adopted with respect to and any entity controlling the Client or controlled by the Client is insolvent, while the insolvency for the purposes of the Agreement means any action, proceeding or other step of Client's or these person's trustee/s in relation to the inability to pay debts, the entering into debt restructuring negotiations, moratorium of indebtedness, suspension of payments, winding-up, dissolution, administration or reorganization, composition with other creditors, appointment of a liquidator, receiver, administrator; and enforcement of security;
- g) the Client or an entity controlling the Client or an entity controlled by the Client is in delay with fulfilment of its statutory or contractual obligations towards the creditors, state or other entities;
- h) a fact or series of facts occur representing a substantial change of conditions under which the Agreement was concluded (in particular, but not only, change of situation described in the paragraph 15., letters a), b) and c) of the CBTC and in the paragraphs 1), 2), 3) and 4) stated in the Annex of the Agreement - Declaration of CSOB's client), and/or substantial deterioration of economic and financial situation of the Client resulting from the evaluation of Documents delivered by the Client to the Bank and which in the Bank's justified opinion, may have a material negative impact on the Client's financial situation, thus substantially jeopardising the repayment of any amounts due under the Agreement in the period agreed;
- i) without prior written agreement with the Bank, the Client has encumbered its assets by a mortgage or a pledge in favour of third parties and/or allowed establishment of mortgages, pledges or other in rem or contractual rights over its assets in favour of third parties;
- j) without prior written Client's notice sent to the Bank, according to the paragraph 15. letter j) of the CBTC any organisational and legal changes occur (e.g. separation of certain organisational parts from the Client, merger, confusion, separation, conversion, take-over, registered capital decrease, sale of the enterprise or its part, merger of municipalities or separation of municipalities according to the paragraph 2a in accordance with provisions of Slovak Act about municipalities establishment as amended, interest to be a member of municipalities association according to the paragraph 20b in accordance with provisions of Slovak Act about municipalities establishment as amended, establishment or foundation of the legal entity - business company, budgetary organisation, public benefit organisation or its own organisational unit, change of the scope of business activities, termination of business activities or its substantial part, loss of business licences) which may jeopardise timely repayment under the Agreement or any of these changes will be considered by the Bank as jeopardising the fulfilment of the contractual conditions agreed between the Bank and the Client in the Agreement;
- k) the Client has failed to replenish the security under the Article Security of the Agreement within a period determined by the Bank and in the manner requested by the Bank pursuant

- to the Agreement;
- l) the Client, without prior written agreement with the Bank, has sold, transferred, contributed into the assets of other companies or otherwise disposed of a material part of its assets (does not apply to current assets, as accounted pursuant to applicable legal regulations under the conditions common in business practices);
  - m) the Client, without prior written agreement with the Bank, has entered into a credit or similar (for example leasing) relationship with another bank or financial institution or other entity as a debtor receiving funds or as the tenant;
  - n) the Client, without prior written agreement with the Bank, has opened an account with another bank or financial institution;
  - o) the Client, without prior written agreement with the Bank, has acquired tangible fixed assets (as accounted pursuant to applicable legal regulations) and/or has concluded a leasing agreement (agreement on purchase of a leased asset) as the lessee;
  - p) the Client without a prior written agreement with the Bank decided on the distribution of the Client's profit for the payment of profit shares to shareholders, or members of a cooperative, or for the payment of dividends, royalties or rewards to members of the bodies or committees of the Client;
  - q) the Client assigned or transferred its rights and obligations from the Agreement to another person without the prior written consent of the Bank;
  - r) the Client is in crisis due to par. 67a et seq. of the Commercial Code.
17. At any time after the occurrence of any of the situations specified in the paragraph 16. or after a breach of obligations or after a change of the conditions under which the Agreement was concluded, the Bank is entitled by a notice delivered to the Client:
- a) to restrict or to suspend drawdown of the credit or Limit stipulated in the Agreement; and/or
  - b) to declare in writing that all the Bank's receivables arising from the granted credit or a part thereof shall become payable and the Client is obliged to pay its obligations towards the Bank at a day specified in the representation and the relationship terminates by whole repayment of all obligations according to the Agreement; and/or
  - c) to take into account the seriousness of the facts occurred or breaches or changes of conditions under which the Agreement was concluded, block all Client's accounts maintained with the Bank (including but not limited to suspending the execution of the Client's payment orders and not paying out cash) prior to the maturity date of the Client's obligations the repayment of which is jeopardised and use any received funds to repay such obligations of the Client and/or to create reserves on the Bank's account in the form of a cash security - bail to repay the Client's obligations under the Agreement payable in future up to the amount of these obligations, and in this case Bank shall be not liable for damages suffered by the Client as a result of the use of its monetary funds for repayment of the aforementioned obligations; and/or
  - d) to demand the payment of a contractual penalty in the amount agreed in the Agreement and the Client undertakes to pay the contractual penalty to the Bank within 5 business days of delivery of the written call by the Bank to the Client to pay the contractual penalty to the Client (the provision on the contractual penalty shall not affect the Bank's right to damages in the full amount; the Bank is entitled to damages exceeding the contractual penalty amount).

The permissions in this paragraph of the CBTC neither foreclosure nor restrict use of another specific permissions agreed in the Agreement and permissions; the Bank is entitled on the base of legal enactments or other contractual relationship with the Client.

## Final Provisions

18. If the termination of the Agreement and the end of the notice period falls on other than a working day, the last day of the period of notice is the next following working day.
19. In case of Client's restructuring the Bank shall be entitled to charge the principal and/or interests and/or default interests and/or fees on separate account/s, kept by the Bank, the Client shall be informed about it by means of account statements. Bank will create the Account statement from the Credit Account and will send it to the Client in the agreed way (to the day of opening the Credit Account) for taking over of the Account statements of the Client's current account.
20. The Bank is entitled to update these CBTC and the terms and conditions of business for particular products and services. It must inform the Client of any changes. The Bank shall inform the Client of the text of these CBTC and changes to them by making them available on the business premises of the Bank's branches and on [www.csob.sk](http://www.csob.sk) and as a rule also in the account statement. The Client must familiarise himself or herself with the amended CBTC. If the Client does not give an explicit, written refusal of the new CBTC within 30 days of their publication, the new text of the CBTC becomes binding by the first operation of the Client after effectiveness of updated CBTC for concluded contractual relationships and changes the conditions agreed originally with effect from the date of the given and corresponding amendment to the CBTC.
21. The CBTC shall become effective by the day August, 1st, 2017.