

CREDIT BUSINESS TERMS AND CONDITIONS OF ČSOB II.

Opening provisions

1. The Credit Business Terms and Conditions of ČSOB II ("CBTC") are issued by Československá obchodná banka, a.s. (the "Bank") in accordance with the provisions set out in generally binding legal regulations, in particular Section 273 of Act No. 513/1991 Coll. of the Commercial Code, as amended. Capitalised terms have, where used in this document, the meanings given to them in the Agreement or in the General Terms and Conditions of the Bank or in CBTC.
2. CBTC are incorporated into the loan agreement, credit facilities agreement, or other banking products agreement, debt repayment agreement, debt assumption agreement or accession agreement (the "Agreement") made between the Bank and a client - in most cases a legal entity or natural person – entrepreneur (the "Client"). CBTC define certain parts contained in, and are in addition to, the Agreement. Other banking products means, for the purposes of CBTC, in particular, bank guarantees, letters of credit and other payment or security instruments (the "Instrument"), as well as commitment limits, limits for advances to pay on cheques and foreign exchange operations, etc. (the "Limit"), if the relevant Agreement sets out that CBTC are incorporated therein. If there are any discrepancies between the provisions set out in the Agreement and this CBTC, the provisions of the Agreement will prevail.

Drawdown amount, purpose and conditions, and allowing debt repayment

3. After the terms agreed in the Agreement have been met, the Bank will open/issue/grant the relevant Instrument, allow the Limit to be drawn, allow the debt to be repaid or, in the case of loans, provide funds to the Client up to the credit limit agreed in the Agreement, provided that:
 - a) the Agreement and finance documents were duly signed by parties thereto and all signatories (including persons confirming their consent or knowledge of the contents of the Agreement) in form and substance acceptable to the Bank, and the Bank has received all documents as agreed in the Agreement;
 - b) all fees set out in the Agreement and the finance documents have been paid on dates when agreed as due;
 - c) each of the Client's representations given in the Agreement and a Schedule to the Agreement is accurate, complete and true;
 - d) no event of default has occurred or is threatened as at opening/issuance/granting of the relevant Instrument, the loan/Limit drawdown date, and no event or change as specified in Clause 16 CBTC and/or in the Agreement has occurred, and/or no event of default will occur as a result of the opening/issuance/granting of the relevant Instrument or as a result of loan/Limit drawdown;
 - e) creation of security has been adequately demonstrated (including the signing of relevant agreement creating such security by all signatories including persons confirming their consent or knowledge of the contents of such agreement) in accordance with generally

binding legal regulations and the Agreement, and the other specific terms for loan/Limit drawdown or for opening/issue/grant of the relevant Instrument as agreed in the Agreement have been met; whereby if the Agreement allows for the drawdown of a loan, Limit or the opening/issue/grant of the relevant Instrument, prior to the creation of the agreed pledge on the basis of a proposal for its registration (registration/deposit) in the relevant register of pledges, the Client must prove to the Bank (in a manner accepted by the Bank) that such proposal for registration of the pledge in favour of the Bank has been duly filed in the order of pledges agreed with the Bank, that the contents of the filed proposal correspond to the contents of the pledge agreement concluded with the Bank (and all necessary schedules have been attached thereto) and that proceedings have been commenced on the proposal for registration of such pledge, the number of which is identical to the proceedings number marked on the submitted proposal for registration of the pledge or assigned to such proposal;

- f) the Bank was presented a document in form and substance acceptable to the Bank confirming that the Agreement (and/or contract or legal act that concerns security over Bank's receivables under the Agreement) was published as set out in Act No. 211/2000 Coll. on Free Access to Information, as amended, if the Client or the person providing security is an obliged person under the abovementioned Act (and if the Bank requests the Client to submit such document); and
 - g) the purpose to which funds drawn will be used in compliance with the Agreement (if the Agreement sets out the purpose of drawing the loan or Limit) and the ownership of Client's funds, as well as the Client's authority to dispose of them, have been clearly proven through documents submitted by the Client and approved by the Bank. The Client will present to the Bank at least one document that demonstrates the purpose to which funds were used and a related document proving the disbursement of funds made for such purpose. In the case of payment from the Client's funds, the Client is also obliged to prove the ownership of Client's funds and Client's authority to dispose of them. Documents proving the purpose for which funds are used mean, in particular, accounting and tax documents that have requirements as set in generally binding legal regulations (e.g., invoice, receipts, cash register blocks), Client's bank statements or bank confirmation of a payment made by the Client (in case of wire transfer through the bank), proof of payment in cash (where the cash limit shall comply with generally binding legal regulations), contract or agreement concluded by the Client and its contractual partner that concerns a delivery of goods or performance of services whose payment constitutes the purpose of drawdown under the Agreement. The ownership of Client's funds and the Client's authority to dispose of them shall be evidenced by the Client with relevant credible documents (e.g., statements from Client's accounts kept in financial institutions, finance documents/contracts, confirmations, official minutes, etc.). The Bank is entitled to request the submission of additional documents. In this case, the condition of presentation of documents is deemed to have been met only after such additional documents have been approved by the Bank.
4. The Bank is under no obligation to allow the Client's debt to be repaid by third parties and/or to allow the Client to draw the loan or Limit, and equally under no obligation to

open/issue/grant the Instrument under the Agreement if the terms set out above and the specific terms for loan/Limit drawdown or for opening/issue/grant of relevant Instrument or other conditions set out in the Agreement are not met (unless the Bank considers, as an exception, that any of the terms need not be met at the time of drawing the loan/Limit or opening/issue/grant of relevant Instrument, in which case the Client shall promptly ensure that the relevant term is met after that). With each drawdown, the Client confirms that as at the drawdown date, none of the circumstances or events of default or change in the terms under which the Agreement was entered under Clause 16 of CBTC has occurred.

5. If the purpose of loan/Limit drawdown is agreed in the Agreement, then the drawdown may only be made in accordance with the purpose so agreed. The Bank has the authority to consider the purpose of each partial drawdown of the loan and Limit separately, and is entitled to refuse any drawdown which is not duly evidenced and approved by the Bank or in respect of which any concerns or doubts arise as to the purpose of any such requested (or any prior) drawdown on terms for drawdown as set out above and on terms for drawdown as set out in the Agreement.

Interest rate and repayment, fees

6. Any amounts of loan that are drawn and remain outstanding bear interest at the rate agreed in the Agreement. Where it is not possible to determine the interest rate using the procedure described in the Agreement, due to a rate not being temporarily published in information media, and provided that no ground as set out below exists for replacement of Reference Interest Rate, an interest rate with intermediate fixation shall be used, composed of average of quotations (as ascertained by the Bank) on the interbank money market from at least three reference banks, at all times two business days prior to the first day of the relevant interest period, and a margin (surcharge) at a fixed rate agreed in the Agreement. If it is not possible to determine the interest rate even using this procedure, due to there temporarily being no quotations on the interbank money market, an interest rate with intermediate fixation shall be used, such interest rate composed of an interest rate as quoted by the Bank and a margin (surcharge) at a fixed rate shown in the Agreement. As for fixed rates, where no rate of margin is set out in the Agreement, the margin at a rate aggregated in the respective fixed rate agreed between the Bank and the Client will be applied in both cases. The Client undertakes to pay the Bank the interest in an amount calculated using such determined interest rate, or to prepay the amounts owed under the loan extended to it, within 30 days of the date when the Client receives from the Bank a notice on the determined interest rate (and, if the loan is being prepaid, the interest rate quoted by the Bank applies for the entire period of time until the loan is prepaid).

If:

- (i) the Reference Interest Rate becomes permanently unavailable (e.g., the Reference Interest Rate no longer exists); or
- (ii) the use of the Reference Interest Rate becomes unlawful (e.g., the administrator of the Reference Interest Rate withdraws its application for a licence to use the Reference Interest Rate; or the Reference Interest Rate or its administrator is removed from the relevant register maintained by ESMA); or

- (iii) the methodology for calculating the Reference Interest Rate changes materially within the meaning of Regulation (EU) 2016/1011 of the European Parliament and of the Council on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds, from the perspective of its manager or, as appropriate, administrator (e.g., the geographic, economic or sectoral scope of the Reference Interest Rate changes materially); or
- (iv) the competent supervisory authorities declare that the Reference Interest Rate no longer has information value;

such original Reference Interest Rate (the "Original Reference Interest Rate") will be replaced by another Reference Interest Rate (the "Replacement Reference Interest Rate"). The Replacement Reference Interest Rate is the Reference Interest Rate that:

- (a) is recommended by the competent supervisory authority (including a working group established or approved by such authority) as a replacement for the Original Reference Interest Rate;
- (b) if it is not possible to proceed under (a) above, is deemed to be the interest rate used in similar transactions in the same currency with terms equivalent or comparable in respect of the Original Reference Interest Rate, and the Bank shall determine the Replacement Reference Interest Rate in good faith, taking into account the evolving or prevailing market standard at the time;
- (c) if it is not possible to proceed under (b) above, is determined by the Bank in good faith to be most comparable to the Original Reference Interest Rate.

For the purpose of reducing or eliminating the Parties' losses or gains as a result of replacing the Original Reference Interest Rate with the Replacement Reference Interest Rate, and to the extent reasonable, the Replacement Reference Interest Rate shall be adjusted by the Adjustment Spread (the "Adjustment Spread"). The Adjustment Spread shall be determined with respect to replacing the Original Reference Interest Rate with the Replacement Reference Interest Rate:

- (a) as the Adjustment Spread recommended by the relevant supervisory authority (including a working group established or approved by such authority);
- (b) if it is not possible to proceed under (a) above, by the Bank determining in good faith an Adjustment Spread that is considered to be the evolving or then prevailing market standard in similar transactions;
- (c) if it is not possible to proceed under (b) above, by the Bank determining in good faith a reasonable Adjustment Spread. The Bank shall notify the Client immediately that the Original Reference Interest Rate was replaced with the Replacement Reference Interest Rate, and state the Adjustment Spread and effect of such changes in connection with the relevant Agreements.

For the avoidance of doubt, and unless otherwise agreed in the Agreement, if interest rate at a 1-, 2-, 3-, 4-, 5-, 6-, 7-, 8-, 9-, or 10-year SWAP rate is specified in such Agreement, this is understood as Reference Interest Rate in the following order: 1Y, 2Y, 3Y, 4Y, 5Y, 6Y, 7Y, 8Y, 9Y or 10Y ICE Swap Rate EUR 1100 administered by ICE Benchmark Administration Limited,

- listed in the relevant register maintained by ESMA, or this Reference Interest Rate is listed in the relevant ESMA register. The clarification given above does not amount to a change in or replacement of the interest rate.
7. The Bank is entitled to collect the relevant instalment and/or amount owed on the agreed due dates in the amount agreed in or under the Agreement and the finance documents as such amount arises from the Client's account(s) specified in the Agreement. The Client is obliged to establish sufficient cash reserves on the relevant account as at each due date of Bank's receivable with appurtenances. If such due date falls on a day other than a business day, the Bank's receivable with appurtenances will become due on the immediately following business day
 8. Where funds held in the relevant account on the due date are insufficient to cover the amount of Bank's receivable that fell due, the Bank is entitled to collect the relevant amount from any other Client's account kept by the Bank. If the Client does not pay in full any amount due under the Agreement or the finance documents on the date when Bank's receivable fell due, the Bank is entitled to determine to what portions of Bank's receivables that fell due (i.e., principal, interest, default interest, fees, commissions, expenses, etc.) such partial repayment will be applied.
 9. The Bank is entitled to charge default interest to the Client at a rate agreed in the Agreement, on amounts where the Client delays with the repayment, in particular if the Client delays with repayment of principal, interest, fees or any other amount owed by the Client under the Agreement or the finance documents. Any instalments of principal amounts under the loan that remain due after the due date will continue to bear interest at the rate agreed in the Agreement plus the agreed default interest rate. Any receivables arising from Limits and Instruments, fees and other amounts not paid on their due dates will continue to bear interest only at the default interest rate. Interest on unpaid principal amount that became due and default interest are immediately due and payable.
 10. Interest and default interest is calculated and charged based on a 360-day year (for GBP, a 365-day year) and a month having the actual number of calendar days and, in the case of annual instalments, based on a 360-day year and a month having 30 calendar days.
 11. Unless otherwise agreed for loans and facilities in the Agreement, the Client may prepay the principal amount of loan and interest by making an extraordinary repayment following a prior written approval from the Bank, and the Bank has the right to charge the Client, and the Client undertakes to pay the Bank, a prepayment fee set by the Bank. No loan amounts that have been prepaid may be drawn again. If the Client makes an early repayment of the loan on a date different than interest due date, the Bank may charge to the Client the related costs of refinancing, such costs to fall due immediately.
 12. The Bank may charge the Client, in addition to fees, charges and commission agreed in the Agreement, fees and charges for its services in accordance with the Price List of the Bank as then in force.

Security

13. The due payment of the Bank's receivables, including any appurtenances, arising under and in connection with the Agreement (including any amendments thereto) and under the finance

documents is secured in such manner and forms as are agreed in the Agreement. The Bank may disclose information and documents concerning the facility, Limit or Instrument that are concerned in the Agreement, including any information under the Agreement and the finance documents, to any person, and legal successors thereof, who have given security for the repayment of Bank's receivables, including appurtenances, against the Client arising under the Agreement and the finance documents.

14. If the security drops in value or loses in price, the Client shall replenish the security in such time, value, form and manner as will be determined by the Bank. 'Drop in value' or 'loss in price' of the security means hereinafter the following:
- a) the security given by the Client or a third party is or becomes invalid, ineffective, unenforceable, non-exercisable or irrecoverable; or
 - b) the security was given on the basis of inaccurate, incomplete or faulty information; or
 - c) pledges, rights in rem or other rights are created over pledged assets for the benefit of third party.

Client's undertakings

15. For the entire term of the Agreement, i.e., until all Bank's receivables of the Bank, including any appurtenances, arising under the Agreement are satisfied in full, the Client shall:
- a) have available to it all valid permits, licenses, opinions, approvals, registrations and other decisions necessary for the Client to carry out its business activities and fulfil the purpose of the Agreement, which are required by applicable law for the validity and effectiveness of the Client's contracts and agreements entered into with the Bank and/or the Client's contractual partners, and which shall be valid, effective and most recent in accordance with relevant applicable laws, shall not be breached, and no reasonable concern or circumstance shall exist that any of them are challenged by legal means or that any of them are breached, amended (except for update thereof to reflect reality, where the nature of such update does not change the content or the terms on which the Agreement was concluded), withdrawn or cancelled;
 - b) ensure that the fulfilment of Client's obligations and covenants under the Agreement and CBTC, and the information contained in the Documents submitted to the Bank in connection with the Agreement, and the observance and performance thereof, is not in conflict with:
 - (i) any law or regulation applicable to the Client;
 - (ii) Client's constitutional or corporate documents; or
 - (iii) any contract or other legal act binding on the Client or relating to the Client's property, nor will cause a breach or termination (however named) of any such contract or legal act;
 - c) ensure that details given in the Agreement and in the Representations made by client of Československá obchodná banka, a. s. (the "ČSOB Client Representation") submitted by the Client and forming an Annex to the Agreement, are true, most recent and complete; and inform the Bank in writing without delay, but no later than within 14 days

of any changes to circumstances or details given in the ČSOB Client Representations taking effect;

- d) ensure that its obligations under the Agreement are, as long as they remain in effect, equivalent (*pari passu*) to the status and ranking of all other Client's obligations of a similar nature, but for those obligations that have priority under generally binding legal regulations. The Client will not grant, to any of its creditors, rights and security that are more favourable than those granted to the Bank under and in accordance with the Agreement;
- e) use the funds drawn under the Agreement or, as applicable, draw the Limit exclusively for the purpose set out in the Agreement, and not use the funds drawn under the Agreement to finance any political parties, illegal or socially unacceptable activities (such as, operation of casinos or gaming establishments, manufacture or trafficking in narcotic drugs and psychotropic substances, arms, ammunition, military equipment and related technologies);
- f) submit to the Bank the Documents and other documents and proofs required by the Bank, which are necessary for opening/issuance/granting of the relevant Instrument or for the loan and Limit drawdown or for assessing the Client's ability to repay the financing provided, and the Bank is entitled to check directly with the Client or third parties that such Documents are authentic;
- g) grant the employees of the Bank or persons authorised or appointed by the Bank to enter the immovable property that is pledged as security for Bank's receivables under the Agreement and any amendments thereto, to inspect the property pledged as security for the purposes of reviewing, monitoring and re-appraising the receivables of the Bank;
- h) on Bank's request, submit within 90 days a new expert's report on immovable property pledged as security for Bank's receivables under the Agreement and any amendments thereto, drawn up by an expert approved by the Bank in the event that, during the term of the Agreement, substantial technical changes are made to such immovable property or part thereof, or the purpose of use of such property changes fundamentally, or in the event that the Bank requests the Client to submit the expert's report for appraisal or any re-appraisal of such immovables not being done ever or in the past 3 years during the term of the Agreement;
- i) take-out and maintain insurance in respect of its property in form and scope satisfactory to the Bank, and the Client agrees to prove to the Bank the payment of premiums for each policy period for an uninterrupted period until all monies owed to the Bank have been repaid;
- j) inform the Bank in writing about any facts or circumstances that present a risk to Client's performance of its obligations under the Agreement, in particular about any judicial, administrative, arbitral or other proceedings whose outcome might have an adverse effect on its ability to perform or comply with the obligations under the Agreement, without any undue delay after the Client has learned about them;
- k) in the event of enactment of any new legislation or any amendment thereof (including any law, decree and official notice) or adoption of any new application (including

interpretation) thereof, and/or proceedings under any regulations which have come into force after the date of the Agreement, which will mean, for the Bank, upon continued credit or commitment relationship under the Agreement:

- (i) increased or additional costs,
- (ii) lower rate of return of monies extended under the Agreement,
- (iii) reduction in the rate of any amount due under the Agreement, or
- (iv) impossibility by the Bank to perform its obligations under the Agreement, all of the above as compared to situation existing on the date of the Agreement, the Client agrees to pay to the Bank such increased costs or amounts within 30 calendar days of the receipt by it of a written request by the Bank to do so, where such request will specify the increased costs and amounts, or the Client agrees, within the same time limit, to prepay its obligations arising out of the financing extended hereunder; the Parties have, at the same time, agreed that, if it is impossible for the Bank to perform its obligations under the Agreement or to maintain the Agreement, the Client shall at all times prepay its obligations arising under the Agreement, within the time limit defined above;

- l) make all payments for the benefit of the Bank in agreed amount, free and clear of any withholding or deduction on account of taxes, charges or any other amounts, even where a generally binding legal regulation prescribes tax to be paid on such payments.

If, in respect of any payment due under the finance documents, a party is required by law to deduct, retain or withhold any amount in respect of any present or future payments of taxes, the amount payable by that party will be increased to such amount which (after deducting any such required deduction or withholding) leaves an amount equal to the payment which would have been due had no such deduction or withholding been required, and such amount is deemed to be an integral part of payment due by that party. However, the obligation to increase the amount does not apply if:

- (i) the deduction, withholding or retention was made in respect of a payment of taxes that are in the nature of income taxes that the receiving party shall pay under domestic law

or regulations if made between parties with unlimited tax liability; or

- (ii) such deduction, withholding or retention is required and regulated by an international treaty; or

- (iii) the receiving party fails to provide, within a reasonable time, the documents required by the other party to enable it to make the payment free of such deduction or withholding or to reduce such deduction or withholding.

Any payment due under the provisions of the finance documents is stated exclusive of any value added tax which may be required by law in respect of such payment. The Client agrees to pay the Bank the value added tax, if required;

- m) upon the Bank's request, submit to the Bank a legal opinion drawn up by an expert law firm, in form and substance accepted by the Bank, concerning the validity, effectiveness and enforceability of the Agreement or contract (or legal act) that concerns security for Bank's receivables under the Agreement or an agreement made in connection with the Agreement, and concerning the legal status, establishment and existence of the Client

or persons providing security for Bank's receivables under the Agreement or persons who have entered into a contract in connection with the Agreement where

- (i) the contractual relations or legal acts are governed by a law other than Slovak; and/or
 - (ii) a party to the Agreement or a party to an agreement or contract or legal act that concerns security for Bank's receivables under the Agreement is an entity established and/or existing under a law other than Slovak; and/or
 - (iii) a party to a contract made in connection with the Agreement and/or a subordination agreement (under which the receivables of Client's creditors are subordinated to Bank's receivables under the Agreement) is an entity established and/or existing under a law other than Slovak;
- n) ensure that neither it, nor any Member of Client's Group, nor the purpose of financing are subject to International Sanctions, and will, at the same time, ensure that the funds from the loan are not used to finance any person or activity listed in International Sanctions, nor is the Client or any Member of Client's Group a party to any transaction which, by its purpose or effect, directly or indirectly circumvents or violates International Sanctions, and that no funds derived from business activities of persons sanctioned under International Sanctions or any activity in violation of International Sanctions are used to make any payment under the Agreement or any related agreements;
 - o) ensure that neither it nor any Member of Client's Group utilises the funds extended under the Agreement to a purpose that would be in breach of applicable anti-bribery, anticorruption, anti-money laundering and terrorism financing legislation;
 - p) neither own nor use, in its (production or non-production) operations, any coal-burning equipment;
 - q) not be involved, in any form, directly or indirectly, in any project relating to coal-fired generation of electricity and/or gas and/or heat and/or other energy;
 - r) not use the funds and/or services provided by the Bank to make explorations for new oil and gas deposits.
 - s) ensure that, in the absence of a prior written approval by the Bank, no organisational and legal changes (such as, hiving-off), Client's dissolution (whether with or without liquidation, with or without a legal successor), merger, amalgamation, division, change of legal form, reduction of share capital, sale of business or a part of business, change to scope of business activities, discontinuance of business activity or its substantial part, loss of business licence, Client doing business with any third party under a common name without incorporating a legal entity are made which may pose a risk to due and timely repayment under the Agreement, or the Bank considers that any of such changes puts into risk the fulfilment of terms agreed between the Bank and the Client in the Agreement;
 - t) carry out business at least to extent to which it was carried out at the date of the Agreement, and not make any material change to the scope of its activities as compared against what was applicable as at the date of entering into the Agreement;
 - u) on a written request of the Bank, submit to the Bank documents and provide information required by the Bank, in such time, form and manner as the Bank will determine;

- v) ensure that it does not have its centre of main interests located outside the country in which it has its registered seat or its place of business;
- w) inform the Bank in writing that any of the events of default have occurred or are threatening (and of any steps taken to cure them) and of such circumstances that could give rise to a Material Adverse Change, including, without limitation, that it became obliged to file for insolvency under Act No. 7/2005 Coll. On Insolvency and Restructuring, as amended, or that a petition was filed to authorise restructuring or to declare insolvency or likelihood of insolvency and to authorise a public preventive restructuring or to initiate proceedings for non-public preventive restructuring under Act No. 111/2022 Coll. On Resolution of Likelihood of Insolvency, as amended, or that an action was lodged at a court;
- x) reimburse the Bank for all demonstrated and justified fees, charges, costs and expenses, including applicable VAT, incurred by the Bank in connection with the preservation or enforcement of its rights under the Agreement or the finance documents (including fees or charges agreed between the Bank and the Client in connection with a waiver of Bank's rights under the finance documents) as well as costs incurred by the Bank in connection with entering into amendments to the finance documents;
- y) on request made by the Bank, deliver to the Bank without undue delay a list of persons holding more than 10% in the Client's share capital and/or persons that may exercise more than 10% of voting rights in the Client's company, together with details of such persons in scope specified by the Bank, and inform the Bank of any change in this respect without undue delay after such change takes effect;
- z) ensure that without the Bank's prior written consent no organisational and legal changes are made to any person controlled by or under control by the Client (such as, hiving-off), Client's dissolution (whether with or without liquidation, with or without a legal successor), merger, amalgamation, division, change of legal form, reduction of share capital, sale of business or a part of business, change to scope of business activities, discontinuance of business activity or its substantial part, loss of business licence, Client doing business with any third party under a common name without incorporating a legal entity are made which may pose a risk to due and timely repayment of any amounts due under the Agreement, or the Bank considers that any of such changes puts into risk the fulfilment of terms agreed between the Bank and the Client in the Agreement;
- aa) if the Client is in the capacity of a municipality, ensure that without a prior written notice sent by the Client to the Bank, no organisational and legal changes (e.g. merger of municipalities or division of a municipality as provided in the Municipal Act as now in effect, a plan to receive membership in an association of municipalities as provided in the Municipal Act as now in effect, an establishment or formation of a legal entity – a company, semi-budgetary organisation, a general benefit company or its own organisational unit) which may pose a risk to timely repayment of any amounts due under the Agreement, or the Bank considers that any of such changes puts into risk the fulfilment of terms agreed between the Bank and the Client in the Agreement.

Breach of terms of the Agreement and entitlements of the Bank

16. The Bank is entitled to take one or more measures outlined in Clause 17 of CBTC if there is a breach of any of the following obligations and/or if any of the following events occur and/or if there are any of the following changes to terms on which the Agreement was made:

- a) the terms agreed for loan and/or Limit drawdown and/or for opening/issue/grant of the Instrument are subsequently breached or not complied with;
- b) the Client delays with the payment of any amount due and payable under the Agreement for more than 3 business days or delays with the payment of any amounts due under any other agreements made with the Bank for more than 3 days, unless the Client's delay is caused by a technical failure on the part of the Bank;
- c) the representations given in the Agreement and/or the ČSOB Client Representations and/or the representations of parties that provided security for the repayment of the loan/Limit/Instrument set out in the security documents prove to be false, incomplete or inaccurate or have become false, incomplete or inaccurate when repeated;
- d) the Client breaches or does not comply with any of the covenants or obligations set out in the finance documents, where in respect of the covenant to submit Documents to the Bank such breach is repeated and/or continuing for more than 20 calendar days from the time when the Bank has requested the Client in writing to meet the covenants that were breached;
- e) the funds in Client's account(s) kept by the Bank are subject to enforcement process or the Client's immovable or other property becomes subject to a public auction or enforcement process;
- f) any of the following occurs in relation to the Client and/or a person controlling or controlled by the Client or an entity providing security over Client's obligations or whose obligations the Client secures:
 - (i) it becomes or is at risk of becoming insolvent or over-indebted for the purposes of any generally binding legal regulations applicable to it;
 - (ii) it qualifies, under any applicable generally binding legal regulations, for the declaration of insolvency or for the authorisation of restructuring (or preventive restructuring) or any analogous procedure against it for a similar purpose (such as, receivership) in any jurisdiction;
 - (iii) it declares or acknowledges to its creditor or any other person its inability to pay its amounts due when they fall due;
 - (iv) it declares a moratorium on payments to creditors or an intention to declare such moratorium;
 - (v) it gives its consent or authorise any person to draw up a restructuring report in respect of itself or it enters into drafting a public plan for preventive restructuring; or
 - (vi) it enters into negotiations with more than one creditor for any change to the originally agreed maturity of its debt;
- g) any of the following occurs in relation to the Client and/or any person controlling or controlled by the Client or any entity providing security over Client's obligations or whose obligations the Client secures (the "**Obligor**"):

- (i) any person files a petition for declaration of Obligor's insolvency, for Obligor's restructuring or for initiation of any other similar proceedings in any country;
 - (ii) a meeting of Obligor's executive or other body (or decision-making outside such meeting) is held to discuss a petition for declaration of Obligor's insolvency, for Obligor's restructuring (including preventive restructuring), arrangement with the Obligor or for initiation of any other similar proceedings in any country;
 - (iii) a meeting of an executive or other body of the Obligor that is a legal entity (or decision-making outside such meeting) is held to discuss a petition for winding up or liquidation of the Obligor or for initiation of other similar proceedings in any country;
 - (iv) any administrator, receiver or any other similar officer is appointed that takes over all or part of the powers of the Obligor's executive body or any other similar action is taken in any country;
 - (v) requirements for the Obligor to be dissolved by a decision passed by a court or other relevant authority are met;
 - (vi) any security over any of Obligor's property is enforced;
 - h) the Client or any person controlling or controlled by the Client delays with the performance of its obligations owed under law or contract to its creditors, the State or other entities, as applicable;
 - i) there is a circumstance or a set of circumstances constituting a material change to terms on which the Agreement was entered into and/or a material deterioration of the economic and financial situation of the Client that, in the reasonable opinion of the Bank, may have a material adverse effect on Client's business, financial situation and/or operations and ability to perform its obligations under the finance documents, so putting at serious risk the repayment of any amount due under the Agreement in time and on terms as agreed;
 - j) the Client is in crisis (in Slovak: *kríza*) under Section 67a ff. of the Commercial Code;
 - k) the performance of any covenants or obligations of the Client and/or the party providing security (if applicable) under the finance documents is or becomes illegal or unlawful;
 - l) the finance documents are no longer valid; their validity, effect or applicability is challenged or denied by a party thereto;
 - m) any person indicates its intention to withdraw from or terminate by notice any finance document to which it is a party;
 - n) any judicial, arbitral or administrative proceedings or investigations have been initiated or are threatened against the Client which could result in a Material Adverse Change.
 - o) proceedings concerning an application to register the Bank's pledge to secure Bank's receivables under the Agreement were stayed or discontinued, or such application was not granted in full.
17. The Bank may, at any time after any of circumstances or events of default or breach or change in terms on which the Agreement was entered into, as referred to in Clause 16 of CBTC, have occurred, by notice delivered to the Client:
- a) restrict or terminate the drawdown of loan or Limit agreed in the Agreement, resp. refuse to open/issue/grant the relevant Instrument; and/or

- b) make a written statement that all of Bank's receivables with appurtenances from loan that was extended, or any portions thereof, become due and payable, where the Client shall pay the amounts owed to the Bank by the date set in such written statement; and/or
- c) taking into account the materiality of circumstances that occurred, or event of default, or changes to terms on which the Agreement was made, block all Client's accounts kept by the Bank (in particular, not execute payment orders entered by the Client and not pay out any cash) even prior to due date of those of Client's obligations whose repayment is at risk, and apply any balances on accounts and any incoming payments towards the repayment of such Client's obligations and/or towards the accumulation of balance on Bank's account as a financial surety - deposit for the payment of Client's obligations under the Agreement that fall due in the future, up to the amount of such Client's obligations, and in such case the Bank is not liable for any damage that the Client may sustain as a result of application of its funds towards the repayment of obligations described in the foregoing; and/or
- d) demand a contractual penalty at a rate agreed in the Agreement, and the Client agrees to pay the contractual penalty to the Bank within 5 business days of receipt by it of Bank's written demand for payment of the contractual penalty (the provision on contractual penalty is without prejudice to the Bank's right to seek full damages; the Bank has the right to damages even in excess of the contractual penalty). The Bank may reduce the amount of the contractual penalty depending on severity and degree of breach of the provisions of the Agreement. The Bank will determine such severity and degree at its sole discretion.

The entitlements listed in this Clause of CBTC neither preclude nor restrict the use of any other specific entitlements agreed in the Agreement and powers pertaining to the Bank under generally binding legal regulations or under another contract held with the Client.

Other and final provisions

- 18. Without a prior written approval of the Bank, the Client does not have the right to assign its rights and obligations under the Agreement to any third party.
- 19. The Parties agree that if the Client defaults on payment of any amount owed to the Bank, even in part, the Bank may assign its receivable corresponding to such amount to another party, including a non-bank party (the "assignee"), by a written agreement. The Parties also agree that the Bank may disclose to the assignee information and documents that are otherwise protected as banking secrecy and that could contain personal data or information protected as Client's trade secret, insofar as they relate to the receivable assigned or the existence or recovery thereof.
- 20. The Bank is entitled at any time to set off its due claims against the Client (whether or not time-barred at the time of set-off) against any due or undue claims of the Client against the Bank, including claims of the Client against the Bank incurred by the Client in connection with keeping of Client's accounts and one-off deposits with the Bank. If the claims being offset are denominated in different currencies, the Bank may, for the purposes of such set-off, convert the amount of any claim into the currency of another claim, using the exchange rate it normally uses in its currency transactions at the time of the conversion. The Client does not

- have the right to unilaterally set off any of its claims it has against the Bank against any claims that the Bank has against it.
21. If the Agreement is terminated by notice, and the end of the notice period falls on a day other than a business day, the last day of the notice period will be the immediately following business day.
 22. The Bank will issue bank statements of loan account and will send such statements to the Client in the manner agreed for delivery of Client's current account statements, if such credit account is maintained by the Bank in respect of the relevant loan. The Bank shall be entitled to unilaterally change the credit account number or unilaterally cancel the credit account, of which it shall inform the Client in writing.
 23. In the event of Client's restructuring, the Bank is authorised to post the principal amount and/or interest and/or default interest and/or fees and charges on separate account(s) kept by the Bank, of which the Client will be notified through statements of loan account(s), if such loan account(s) is/are maintained by the Bank.
 24. The Agreement is governed by Slovak law. The Parties confirm that the rights and obligations they have under the Agreement are valid, legally effective and enforceable in their relevant jurisdictions.
 25. Courts of the Slovak Republic shall have jurisdiction over any disputes arising out of or in connection with the Agreement (including disputes relating to non-contractual obligations arising out of or in connection with the Agreement or disputes concerning the existence, validity or termination of the Agreement).
 26. To comply with its obligations under Act No. 483/2001 Coll. on Banks and Amending Some Other Laws, as amended, the Bank notifies that (i) if an arbitration agreement is made between the Parties, any disputes that arise or have arisen from banking transactions may be resolved, in addition to in a complaint procedure and judicial proceedings, in arbitral proceedings organised under Act No. 244/2002 Coll. on Arbitration, as amended; and (ii) if an agreement on dispute resolution by mediation is made between the Parties, such disputes may be resolved out of court also by mediation organised under Act No. 420/2004 Coll. on Mediation.
 27. The Bank has the right to amend or restate these CBTC. The Bank shall inform the Client about any such amendments or restatements of these CBTC. The Bank informs the Client about such amendments or restatements by making them available in its branches, by publishing them on the website www.csob.sk and by sending a written notice, e.g., in a bank statement. The Client shall get familiarised with amended or restated CBTC. Unless the Client expressly disagrees in writing within 30 days after the publication of the amended or restated CBTC, the amended or, as the case may be, restated CBTC become binding for any contract made, as an amendment to the originally agreed terms of such contract with effect from the date specified in the relevant CBTC amendment or CBTC restatement.
 28. CBTC take effect on 01.05.2025.