



AMENDMENT NO. 6 TO THE GENERAL LOAN TERMS AND CONDITIONS AND TERMS AND CONDITIONS OF SECURING LOANS OF Tatra banka, a.s. APPROVED ON 14 February 2002

Article I. Initial Provisions

- 1.1. This is Amendment No. 6 to the General Loan Terms and Conditions of Tatra banka, a.s. dated 14 February 2002, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5 (hereinafter "**This Amendment**").
- 1.2. Under This Amendment the Loan Terms and Conditions are changed and amended in the extent specified in Article II. hereof.
- 1.3. The capitalised terms defined in the Loan Terms and Conditions, which are not expressly defined in This Amendment, have the same meaning in This Amendment as ascribed to them in the Loan Terms and Conditions.
- 1.4. The references to the Loan Terms and Conditions specified anywhere in the text will be the references to Loan Terms and Conditions, as amended by This Amendment.

Article II. Contents of the Amendment

- 2.1. In Section 1.3 of the Loan Terms and Conditions the first sentence is cancelled and replaced by a new sentence which reads as follows:

"For the purposes of the Loan Documents, the following definitions shall have the following meanings:"

- 2.2. In Section 1.3 of the Loan Terms and Conditions the following definitions are replaced which read as follows:

Banking Day – in respect of the Loan to be provided by the Lender to the Borrower:

- (i) in EUR, on each business day during which the banks in the Slovak Republic may actually perform interbanking transactions and transactions with the National Bank of Slovakia,
- (ii) in the Foreign Currency on each day, during which the banks are open in the Slovak Republic

and in the country where the interbank market is located, where the Reference Rate is fixed and applied according to the Loan Agreement for calculation of the interest,

however, always except for Saturday and Sunday and also any such business day which will be declared by the Lender, due to serious operational reasons, as non-business or non-banking day. Notwithstanding the foregoing it applies that any Saturday and/or any Sunday is considered a Banking Day only if and when determined (decided) by the Lender, and this also in the event when in respect of the Instalment Loan, the Saturday or Sunday is determined as a Banking Day directly in the Loan Agreement;

Borrower – a person and/or persons which is/are party/parties of the Loan Agreement (other than the Lender) and/or the persons who committed themselves to the Lender to pay the Total Lender's Receivable and/or the relevant part thereof under assumption of debt and/or the persons to whom the obligation to pay Total Lender's Receivable and/or the relevant part thereof has been transferred or conveyed;

Borrower's Account – means:

- a. for the purposes of Provision of Loan, all Borrower's current accounts held with the Lender and specified in the Basic Terms or such Borrower's current account which is determined for that purpose in the Loan Agreement; and
- b. in any other respect, particularly for the purposes of payment of any funds owed to the Lender under the Loan Documents from the Borrower's accounts and setting-off receivables according to Article XIV of the Loan Terms and Conditions, all current accounts, term accounts, term deposit accounts, savings books, and deposits held by the Lender for the Borrower, and also any funds entrusted by the Borrower to the Lender and representing a Lender's obligation to the Borrower for payment thereof, and this always including all current accounts, term accounts, term deposit accounts, savings books, and deposits held by the organisational unit of the Lender for the Borrower;

Borrower's Representations – any individual and also all Borrower's representations set forth in the

Loan Documents or provided by the Borrower to the Lender in connection with execution of any of the Loan Documents or Provision of Loan and also each such Borrower's representation regarded repeated according to Section 10.1.2. of the Loan Terms and Conditions;

Capital Markets Terms and Conditions – Capital Markets Terms and Conditions of Tatra banka, a.s., issued by the Lender valid from 1 May 2024 and effective from 1 June 2024 and each document replacing them;

Cut-off time – the period during which the Borrower is obligated to ensure sufficient funds in the Determined Account (defined in Section 6.1 below) for the purposes of Section 6.4 below, starting at 12:00 am on the due date of the Total Lender's Receivable or any part thereof and ending at the moment when the Lender used the funds to pay the due Total Lender's Receivable or any relevant part thereof, but no later than the end of the day on which the Total Lender's Receivable or any relevant part thereof, in relation to which the Borrower incurred such an obligation, became due;

Event of Default – any individual and also all facts which are listed as Events of Default in the Loan Terms and Conditions (especially in Section 13.1. thereof) or in the Loan Documents, without the need for a special examination or verification of such fact by the Lender, and regardless of whether:

- it depends on expression of the will by the Borrower or the Guarantor,
- occurs on side of the Borrower or the Guarantor,
- will result from any action by the Borrower or the Guarantor, or
- the Borrower, the Guarantor or any other person had the opportunity to affect the situation which caused the Event of Default;

Framework Agreement on Deposits – all framework and individual agreements on current accounts, agreements on deposits, agreements on deposit accounts, agreements on secured assignment of receivables, agreements on pledge or agreements designated otherwise concluded by and between the Lender and Borrower referring to the Guarantee Agreement and/or Lender's Special Receivables BG and/or under which the Lender creates the current account, deposit account or deposit for the Borrower and/or Borrower creates for the purpose of securing the Lender's Special Receivables BG security right over the receivables from such current accounts, deposit accounts or deposits in favour of the Lender;

Framework Agreement on Deposits LoC – all framework and individual agreement on current accounts, agreements on deposits, agreements on deposit accounts, agreements on secured assignment of receivables, agreements on pledge or agreements designated otherwise concluded by and between the Lender and Borrower, referring

to the LoC Agreement and/or Lender's Special Receivables LoC and/or under which the Lender creates the current account, deposit account or deposit for the Borrower and/or Borrower creates for the purpose of securing the Lender's Special Receivables LoC security right over the receivables from such current accounts, deposit accounts or deposits in favour of the Lender;

Full Payment Date – in respect of the Lender's Receivable, the Secured Receivable or the Total Lender's Receivable means the day of unconditional and irrevocable payment of the given receivable and/or cessation thereof in full, so that no such receivable may occur in the future, neither as a consequence of an ineffective legal act;

Guarantee Agreement – each agreement, in particular a framework agreement on issuing bank guarantees concluded by and between:

- Lender and Borrower, under which the Lender undertakes or is authorised to issue the bank guarantees for the Borrower or third persons and which refers to the Loan Agreement with regard to securing the receivables,
- Lender and a third person designated in the document containing the Framework Agreement on Deposits concluded between the Lender and Borrower, under which the Lender undertakes or is authorised to issue bank guarantees for third persons, and which refers to the Loan Agreement with regard to securing the receivables,
- Lender and Borrower and a third person, under which the Lender undertakes or is authorised to issue bank guarantees for a third person, and which refers to the Loan Agreement with regard to securing the receivables;

Guarantor – each individual person and/or also all persons which provide in favour of the Lender a security of the Secured Lender's Receivable and/or any relevant part thereof under the Security Agreements, including any persons which are identified in the Loan Agreement as a guarantor, and also including the Borrower, provided the security of the Secured Lender's Receivable or the relevant part thereof is provided by the Borrower;

Guarantor's Account – all current accounts, term accounts, term deposit accounts, savings books, and deposits held by the Lender for the Guarantor and also any funds entrusted by the Guarantor to the Lender and representing a Lender's obligation to the Guarantor for payment thereof and this always including all current accounts, term accounts, term deposit accounts, savings books, and deposits held by the organisational unit of the Lender for the Guarantor;

Guarantor's Representations – any individual and also all Guarantor's representations set forth in the Security Agreement, provided by the Guarantor to the Lender in connection with execution of the Security Agreement or Provision of Loan and also

each such Guarantor's representation regarded repeated according to Section 10.2.2. of the Loan Terms and Conditions;

Interest Period – each individual and also all periods for which the interest from the Loan shall be calculated according to the agreed interest rate, and as such periods are specified in Article V. of the Loan Terms and Conditions or in the Loan Agreement;

Interest rate Determination Date – means:

- a. except for cases specified in paragraphs b., c., and d. below in respect of any Interest Period the second Banking Day prior to the first day of the relevant Interest Period,
- b. in respect of any Interest Period, each day which is the second Banking Day prior to each individual day of the Interest period, provided that the Basic Terms stipulate that:
 - (i) the relevant Reference Rate is determined for any period other than O/N (overnight) period, e.g. 1 month (1M), 3 months (3M), and at the same time
 - (ii) it will be changed daily,
- c. in respect of any Interest Period, each day for which the interest are calculated for the purposes of the Loan Agreement, provided that the Basic Terms stipulate that:
 - (i) the relevant Reference Rate is determined for the O/N (overnight) period, and at the same time
 - (ii) it will be changed daily,
- d. in the case of Overdraft Facility if the Basic Terms stipulate that the relevant Reference Rate is determined for 1 month (1M) and at the same time it will be changed monthly:
 - (i) in respect of any Interest Period commencing on the last day of the calendar month, the second Banking Day prior to the last Banking Day in the relevant calendar month, in which the relevant Interest Period commenced,
 - (ii) in respect of any Interest Period commencing on a day other than the last day of the calendar month, the second Banking Day prior to the last Banking Day in the preceding calendar month.

Under paragraphs b. and c. of this definition, for calculation of interest for the relevant day during the Interest Period, the applicable Reference Rate will apply, which means that the relevant Reference Rate will be changed on a daily basis. The Reference Rate specified in paragraph d. of this definition will be used for calculation of the interest during the entire Interest Period free of any change;

Lender – Tatra banka, a.s., Hodžovo námestie No. 3, 811 06 Bratislava, Identification number: 00 686 930, registered in the Commercial register of

the Municipal Court Bratislava III., Section: Sa, File No. 71/B, as well as any other person which will become the owner of the Total Lender's Receivable or any part thereof under the Loan Documents;

Lender's Special Receivables BG – any and all existing and future subsequent financial Lender's receivables, including their amounts due and payable:

- receivables resulting from or relating to Guarantee Agreement, Guarantees and Framework Agreement on Deposits, including receivables concerning payment of the secured amounts, prepayments and all fees under the Guarantee Agreement and also all other relating fees,
- receivables resulting from performance under the Guarantee,
- receivables concerning payment of the fees and compensations specified in the Framework Agreement on Deposits and/or in the Special Tariff of Fees,
- receivable for repayment of unauthorised overdraft in the Borrower's Account, which has arisen based on, or in connection with each Guarantee Agreement specified in the Framework Agreement on Deposits and/or Framework Agreement on Deposits,
- receivables resulting from or relating to Borrower's representation as the guarantor performed with regard to any of the aforementioned receivables.

If any amount of the Lender's Special Receivables BG in the currency other than the currency of the Loan, such amount for the purpose of:

- (i) determining the sum of a part of the Loan Facility or Loan whose purpose is to secure and pay the Lender's Special Receivables BG and also for the purpose of securing Lender's Special Receivables BG will be considered the amount equal to 115% of the Equivalent in the currency of the Loan,
- (ii) payment of the Lender's Special Receivables BG will be considered the sum amounting to 100% of the Equivalent in the currency of the Loan;

Lender's Special Receivables LoC – any and all existing and future financial Lender's receivables specified below, including their amounts due and payable, namely:

- receivable resulting from or relating to LoC Agreement and/or Letters of Credit, including the receivable for payment of the prepayment under LoC Agreement and receivables for payment of the funds which the Lender is to pay or will pay to a third person under the Letters of Credit,
- receivable resulting from the Framework Agreement on Deposits LoC,

- receivable concerning payment of the fees and compensations specified in the Framework Agreement on Deposits LoC and/or in the Special Tariff of Fees,
- receivable concerning repayment of the unauthorised overdraft on the Borrower's account, which has arisen based on, or in connection with each LoC Agreement specified in the Framework Agreement on Deposits LoC and/or Framework Agreement on Deposits LoC,
- receivable resulting from or relating to the Borrower's representation as the guarantor performed with regard to any of the receivables specified in this definition.

If any amount of the Lender's Special Receivables LoC in the currency other than the currency of the Loan, such amount for the purpose of:

- (i) determining the sum of a part of the Loan Facility or Loan whose purpose is to secure and pay Lender's Special Receivables LoC and also for the purpose of securing Lender's Special Receivables LoC will be considered the amount equal to 115% of the Equivalent in the currency of the Loan,
- (ii) payment of the Lender's Special Receivables LoC will be considered the sum amounting to 100% of the Equivalent in the currency of the Loan;

Loan Agreement – the agreement concluded between the Lender and the Borrower, as amended by any addenda and appendices thereto, under which funds may be provided to the Borrower upon satisfaction of the agreed conditions, normally the Agreement on the Instalment Facility or the Agreement on Overdraft Facility;

Loan Drawdown – application of the funds raised from the Provision of Loan in the manner described in Section 2.3. of the Loan Terms and Conditions or in the manner agreed in the Loan Agreement;

Loan Facility – authorised overdraft in the Borrower's Account amounting to the loan facility, which is specified in the Basic Terms;

LoC Agreement – each agreement, in particular the framework agreement on issuing letters of credit, concluded by and between:

- Lender a Borrower, under which the Lender undertakes or is authorised to issue the letters of credit based on the Borrower's order and which refers to the Loan Agreement with regard to securing the receivables and
- Lender and a third person designated in the document containing the Framework Agreement on Deposits LoC concluded between the Lender and Borrower, under which the Lender undertakes or is authorised to issue letters of credit for third persons, and which refers to the Loan Agreement with regard to securing the receivables,

- Lender and Borrower and a third person, under which the Lender undertakes or is authorised to issue letters of credit based on the Borrower's order and which refers to the Loan Agreement with regard to securing the receivables;

Provision of Loan – provision of the Loan or any specific part thereof in the manner set forth in Section 2.2.1. of the Loan Terms and Conditions or in the manner set forth in the Loan Agreement;

Receivable from the Borrower's Account – a receivable from the Borrower's Account, resulting from crediting any payments made to the Borrower's Account or any deposit in cash to the Borrower's Account and also the Borrower's receivable to the Lender for crediting funds to the Borrower's Account;

Receivable from the Guarantor's Account – a receivable from the Guarantor's Account, resulting from crediting any payments made to the Guarantor's Account or any deposit in cash to the Guarantor's Account and also the Guarantor's receivable to the Lender for crediting funds to the Guarantor's Account;

Sanctions Authority – means any of the following:

- a. the United States of America,
- b. the United Nations,
- c. the European Union and any of its Member States,
- d. the United Kingdom,
- e. any authority or agency of any state or institution under any of the paragraphs above of this definition, as well as the state in which the Borrower or Guarantor has its registered office, including:
 - (i) President, Government, Congress, the United States Department of State and the Office of Foreign Assets Control (hereinafter the "OFAC"), Secretary of the Treasury of the United States of America,
 - (ii) the United Nations Security Council,
 - (iii) His Majesty's Treasury (hereinafter the "HMT") and the Department for Business, Energy and Industrial Strategy of the United Kingdom.

Schedule of Repayment – the schedule listing the amounts and dates of repayment of the instalments of the Loan, as specified in the Loan Agreement, which may be modified in accordance with the provisions of the Loan Terms and Conditions or the Loan Agreement;

Secured Receivable – any individual and also all below specified the existing and future receivables, plus Amounts Due and Payable and parts thereof, namely:

- any receivables for payment of any funds owed to the Lender under the Loan Agreement and the Loan Agreements specified in the Security Agreement, particularly the receivables for repayment of the Principal, the Amounts Due

- and Payable to the Lender's Receivable and the Parts of the Lender's Receivable,
- any receivables which will arise or arose as a consequence or in connection with rescinding or termination of the Loan Agreement, specified in the Security Agreement,
 - any receivables for delivery of any improper personal benefit which will arise or have arisen in connection with the Loan Agreement specified in the Security Agreement, resulting from fulfilment by the Lender without any legal title, by fulfilment from any invalid legal act or by fulfilment from any legal reason which has already ceased,
 - any receivables for payment of any unauthorised overdraft on any Borrower's Account, which has arisen based on, or in connection with each Loan Agreement specified in the Security Agreement,
 - any receivables for payment of any amounts owed to the Lender under the Security Agreement, the Loan Terms and Conditions, and all other agreements concluded between the Lender and the Guarantor, and the representations given by the Guarantor, in order to secure any of the above receivables,
 - any receivables which will arise (i) from the legal relations established by the Loan Agreement and the Loan Agreements (i.e. particularly the receivables arising from any change in the amount of the provided funds) and also (ii) by substitution of an obligation or obligations arising from the Loan Agreement and the Loan Agreements by any new obligations (i.e. particularly in the event of privative novation of legal relations established by the Loan Agreement and the Loan Agreements);

Securitisation – means:

- a. securitisation under Art. 4, Section 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;

Security Agreement – all and also each individual agreement, as amended by addenda and appendices thereto, concluded between the Lender and the Guarantor or Guarantor's representation, (i) which are connected with the security of the Total Lender's Receivable or based on which a security of the Secured Receivable, particularly those which are specified in the Loan Agreement and also those (ii) which are identified as a Security Agreement;

Special Agreement – the Guarantee Agreement and/or the LoC Agreement and/or Framework

Agreement COL, based on the contents of the Loan Agreement;

Tariff of Fees – means a document which contains the list of fees and prices for the Lender's products and services;

- 2.3. In Section 1.3 of the Loan Terms and Conditions the following definition are added which read as follows:

Account Agreement – means:

- a. each agreement on current account, agreement on deposit account, agreement on deposit, agreement on personal numeric current account, and also any other agreement under which the Lender maintains the Borrower's Account or the Guarantor's Account, and
- b. in respect of a specific Borrower's Account or the Guarantor's Account, such agreement on current account, agreement on deposit account, agreement on deposit or any other agreement under which the Lender maintains the given Borrower's Account or the Guarantor's Account;

Act on Banks – Act No. 483/2001 Coll. on Banks, as amended, or other generally binding regulation which replaces it;

Binding Part of the Loan Facility – means a part of the Loan Facility in the amount determined in the Basic Terms, provided that in the Basic Terms, the Loan Facility is divided into the „Binding Part of the Loan Facility“ and „Non-binding Part of the Loan Facility“;

Increased Part of Loan – has the meaning set forth in the Loan Agreement;

Information – all following information:

- a. the information on any issues relating to the Borrower and the Guarantor as the Lender's client, which are recorded by the Lender about the Borrower and the Guarantor in its information system, which were obtained by it in performance or in connection with performance of banking activities, and which are not available to the public,
- b. the information from a Loan Document and the information obtained by the Lender in connection with execution of the Loan Document,
- c. the information which are, in connection with execution of the Loan Document, an object of banking secret under the Act on Banks or under any other generally binding legal regulation of any jurisdiction (regardless of whether the Loan Document is executed or not), and
- d. the information obtained by the Lender from the Borrower or the Guarantor and which are an object of banking secret under the Act on Banks or under any other generally binding legal regulation of any jurisdiction;

Non-binding Commitment – has the meaning set forth in Section 2.7.2. of the Loan Terms and Conditions;

Non-binding Commitment Period – each individual period set forth in Section 2.7.2. of the Loan Terms and Conditions;

Non-binding Part of the Loan Facility – means:

- a. the entire Loan Facility, provided the entire Loan Facility is designated in the Basic Terms as the “Non-binding Part of the Loan Facility”,
- b. a part of the Loan Facility in the amount set forth in the Basic Terms, provided that in the Basic Terms, the Loan Facility is divided in to the „Binding Part of the Loan Facility“ and „Non-binding Part of the Loan Facility“;

Reference Rate – means each rate applied for calculation of interest under the Loan Agreement (normally upon adding the margin), particularly each of the following rates:

- a. Base rate under Section 4.3. below,
- b. the EURIBOR, PRIBOR rates or any other rate under Section 4.3. below, or
- c. any other rates from the relevant interbank market applicable for the currency of the Loan and specified in the Loan Agreement;

Refinancing Surcharge – means financial costs expressed as percentage p.a. and determined by the Lender as costs incurred by the Lender in connection with raising funds at the determined Reference Rate in Provision of Loan, and also at fixation of the Reference Rate on the Interest Rate Determination Date; the amount of the costs is affected by the following events:

- a. development of all interest rates in the Eurozone, including but not limited to the short-term, long-term, bond, swap rates published by the National Bank of Slovakia and the European Central Bank,
- b. development of the credit risk in the global financial market, including but not limited to development of all ITRAXX indices (Index credit spreads),
- c. the expected movements of the rates to be published by the National Bank of Slovakia or the European Central Bank in the future,
- d. the current fiscal and monetary policy of the National Bank of Slovakia or the European Central Bank,
- e. development of the EUR/USD exchange rate or the exchange rate of the EUR currency to the currency of the Loan, other than the EUR currency,
- f. the status of the economics of the Slovak Republic, the economics in the Eurozone, and the global economics,
- g. the current economic policy of the Government of the Slovak Republic, the governments of the countries of the European Union, responding to the stage of the economic cycle, including the

internal economic policy accounting for e.g. demand for a currency, inflation, and external economic policy accounting for e.g. a deficit in foreign trade or current account,

- h. rating of the Slovak Republic, rating of the Lender, rating of the group of Raiffeisen Bank International AG (the group means each of these entities and also any other entity where either of the foregoing entities holds a direct or indirect equity share).

Special Loan Facility – means in respect of Provision of Fixed Instalment Loan (i) the Loan Facility (provided that under the Loan Agreement, a sole purpose of Provision of the Loan is to finance the operational needs of the Borrower) or (ii) that part of the Loan Facility, whose purpose of Provision is, under the Loan Agreement, to finance the operational needs of the Borrower;

Transferee – every person:

- a. who intends to acquire the Total Lender’s Receivable or a portion thereof from the Lender, even based on the security assignment of the receivable, or
- b. who became the owner of the Total Lender’s Receivable or a portion thereof, even based on the security assignment of the receivable, or
- c. to whom the owner of the Total Lender’s Receivable or a portion thereof (other than the Lender) intends to assign the Total Lender’s Receivable or a portion thereof, even based on the security assignment of the receivable.

- 2.4. In the Loan Terms and Conditions Article “Interpretation and Rules of Construction” is cancelled and replaced by a new Article “Interpretation and Rules of Construction” which reads as follows:

Interpretation and Rules of Construction

For the purposes of the Loan Terms and Conditions and the Loan Documents which refer to the Loan Terms and Conditions, the following shall apply:

- a. the definitions stated in the Loan Terms and Conditions shall be used in the Loan Documents with the meanings as set forth in the Loan Terms and Conditions, unless any other meaning is expressly ascribed to the above definitions in the Loan Documents, or unless such use is expressly excluded in the Loan Documents,
- b. the headings of individual articles are used exclusively for convenience and better orientation in the text,
- c. the above definitions shall be used in the Loan Documents with the meanings set forth in the Loan Terms and Conditions, regardless whether they are written with a small or capital letter, unless expressly stipulated otherwise or unless the context provides for otherwise,

- d. the above definitions shall be used in the Loan Documents with the meanings set forth in the Loan Terms and Conditions, regardless whether they are in singular or in plural, unless expressly stipulated otherwise,
- e. the definitions set forth in the Loan Documents shall be used for the purposes of the Loan Terms and Conditions with the meanings used in the Loan Documents, unless stipulated in the Loan Terms and Conditions otherwise,
- f. if in any addendum to the Loan Agreement:
- (i) the term „Loan Agreement“ is used it means the Loan Agreement, in respect of which such addendum is executed, in the version as amended and modified by all preceding addenda and also in the version, as amended or modified by the given addendum, and
 - (ii) there is a reference to any provision of the Loan Agreement, it means the provision of the Loan Agreement, in respect of such addendum is executed, in the version as amended and modified by all preceding addenda and also in the version, as amended or modified by the given addendum, and
- g. if in any addendum to any Loan Document other than the Loan Agreement:
- (i) there is a reference to the given Loan Document, in respect of such addendum is executed („Relevant Loan Document“), it means the Relevant Loan Document in the version as amended and modified by all preceding addenda and also in the version, as amended or modified by the given addendum, and
 - (ii) there is a reference to any provision of the Relevant Loan Document, it means the provision of the Relevant Loan Document, in respect of which such addendum is executed, in the version as amended and modified by all preceding addenda and also in the version, as amended or modified by the given addendum,
- h. any reference to a legal regulation in any Loan Document or in the Loan Terms and Conditions means a reference to the applicable legal regulations, as amended, or any other legal regulation replacing the original legal regulation.
- 2.5. In the Loan Terms and Conditions Section 2.1. is cancelled and replaced by a new Section 2.1. which reads as follows:
- 2.1. By execution of the Loan Agreement, the Lender agrees to provide to the Borrower a Loan upon satisfaction of the Loan Provision Terms, up to the amount and under the conditions specified in the Basic Terms, and the Borrower agrees to pay to the Lender the Lender's Receivable, the Amounts Due and Payable with the Lender's Receivable, and the Parts of the Lender's Receivable. In the Loan Agreement, the Lender and the Borrower may also agree that the Lender's commitment to provide the Loan and the Borrower's right to request the Provision of Loan will arise only upon satisfaction of certain conditions.
- 2.6. In the Loan Terms and Conditions Section 2.2.1. is cancelled and replaced by a new Section 2.2.1. which reads as follows:
- 2.2.1. **Manner of Provision of Loan.**
The Lender shall provide to the Borrower:
- a. the Instalment Facility by crediting to the Borrower's Account or the account stated in the Loan Agreement the funds in the amount of the Loan or in the amount determined according to the Loan Agreement, whereupon the Borrower shall be authorised to make the Loan Drawdown,
 - b. the Overdraft Facility by opening the Facility in the Borrower's Account, whereupon the Borrower shall be authorised to make the Loan Drawdown, even in case no Receivable from the Borrower's Account exists, however, always only in the amount set forth in the Loan Agreement, however, not exceeding the Loan Facility.
- 2.7. In the Loan Terms and Conditions a new Section 2.2.3. is added which reads as follows:
- 2.2.3. If the Lender decides, under the Loan Agreement, to waive any of the conditions (particularly any of the Terms of Provision of Loan), upon satisfaction of which the Lender is authorised to waive under the Loan Agreement, the Borrower undertakes to satisfy such condition within the period determined in the Lender's notice to be delivered to the Borrower for such purpose.
- 2.8. In the Loan Terms and Conditions Sections 2.3. and 2.4. are cancelled and replaced by a new Sections 2.3. and 2.4. which reads as follows:
- 2.3. **Loan Drawdown.**
The Loan Drawdown means:
- a. in respect of the Loan Facility or any specific part thereof, which are not determined for security and payment of the Lender's Special Receivables, that:

- (i) the Lender will execute orders for transfer from the Borrower's Account, and/or allow the Borrower to make cash withdrawals from the Borrower's Account, however always in accordance with, and under the conditions set forth in, the Account Agreement, and/or provide a Fixed Instalment Facility to the Borrower, if agreed by the Lender with the Borrower in the Loan Agreement, and/or
 - (ii) the Lender will debit from the Borrower's Account for the purpose of paying the Amounts Due and Payable to the Lender's Receivable and Parts of the Lender's Receivable an amount up to the amount of the due parts of the Amounts Due and Payable to the Lender's Receivable and Parts of the Lender's Receivable, and/or
 - (iii) the Lender will set-off the due parts of the Amounts Due and Payable to the Lender's Receivable and Parts of the Lender's Receivable against the Borrower's receivable for the Provision of the Loan. For the set-off statement under this paragraph, the subsequent delivery of the statement from the Borrower's Account to the Borrower, from which the execution of the said set-off will be evident, will be sufficient, and/or
 - (iv) the Lender will debit from the Borrower's Account an amount equal to the tax that the Lender, as the payer, is obligated to collect from the Borrower and/or remit, all this even if no Receivable from the Borrower's Account exists;
- b. in respect of the Loan Facility or any specific part thereof determined for security and payment of the Lender's Special Receivables by:
- (i) Lender will debit from the Borrower's Account for the purpose of:
 - A. paying the Lender's Special Receivables an amount up to the amount of Lender's Special Receivables in the extent necessary for payment of the Lender's Special Receivables. The Lender will use the sum for repayment of the Lender's Special Receivables,
 - B. securing the Lender's Special Receivables an amount up to the amount of the Lender's Special Receivables. The Lender will transfer the amount to a current account or to the deposit account or Borrowers' deposit established and maintained by the Lender for the Borrower under the Special Agreement or to the Lender's account, and/or
 - (ii) Lender will set-off the Lender's Special Receivables against the Borrower's receivable for the Provision of Loan. For the set-off statement under this paragraph, the subsequent delivery of the statement from the Borrower's Account to the Borrower, from which the execution of the said set-off will be evident, will be sufficient.

In such a case, the Borrower is not authorised to claim any method of Drawdown of the Loan Facility, other than that described in this paragraph b.
 - c. in respect of the Blocked Overdraft Facility, debiting by the Lender from the Borrower's Account, upon satisfaction of all agreed conditions and without any special Borrower's request, an amount determined in the Loan Agreement, and such funds shall be transferred to the Borrower's Account held with the Lender, which is for such purpose identified in the Loan Agreement. In respect of the Blocked Overdraft Facility, the Borrower is not authorized to claim any method of Drawdown of the Loan Facility, other than that described in this paragraph c.
- 2.4. If the Borrower, without a prior written agreement with the Lender, fails to start
- a. Loan Drawdown within 45 days of the date of execution of the Loan Agreement, or
 - b. Drawdown of the Increased Part of Loan within 45 days of the date of execution of an addendum to the Loan Agreement, which will provide the Borrower with an option to draw the Increased Part of Loan upon satisfaction of the agreed conditions, or such event will not occur due to any other reason, then the Lender will have the right:

- (i) to terminate the Loan Agreement and not to provide the Loan or any part thereof and/or
- (ii) to cancel the Lender's obligation to provide the Loan (if such commitment is set forth in the Loan Agreement).

The provision of this paragraph shall not apply, if the purpose of the Provision of Loan under the Loan Agreement is security or payment of the Lender's Special Receivables.

2.9. In the Loan Terms and Conditions Section 2.6. is cancelled and replaced by a new Sections 2.6. which reads as follows:

2.6. Fixed Instalment Facility.

If the Lender and the Borrower agree in the Loan Agreement on possible use of the Special Loan Facility in the form of Provision of Fixed Instalment Facilities by the **Lender** to the Borrower, for the purpose of such Loan Agreement, also the provisions stipulated herein below shall apply.

2.6.1. For the purpose of the Provision of Fixed Instalment Facility, the Borrower is authorised to notify the Lender about the amount of the requested Fixed Instalment Facility, the required date of the Provision of Fixed Instalment Facility, the duration of the loan term (hereinafter, the last day of the loan term of the Fixed Instalment Facility shall be referred to as the "**Fixed Instalment Facility Due Date**") and all information notified by the Borrower to the Lender, which are relating to the requested Fixed Instalment Facility shall be referred to as the "**basic characteristics**").

2.6.2. The agreement between the Lender and the Borrower on the Provision of Fixed Instalment Facility may be concluded also in oral form. In connection with the notice on the basic characteristics, the Lender shall propose to the Borrower the interest rate for the requested Fixed Instalment Facility. Upon acceptance thereof by the Borrower, e.g. by stating „accepted“, „agreed“, „O.K.“ etc., and upon satisfaction of the conditions agreed in connection with the Provision of Fixed Instalment Facility, the transaction shall be deemed to be concluded and irrevocable. The Lender shall be authorised to make an audio record from the telephone

discussion between the Lender and the Borrower on the Provision of Fixed Instalment Facility. The Lender shall be also authorised to use such audio record as evidence proving conclusion of an agreement on Provision of Fixed Instalment Facility. The interest rate applicable for the Fixed Instalment Facility shall be fixed until the due date thereof. In respect of the Fixed Instalment Facility, the term "time of concluding the transaction" shall mean the moment specified by an exact hour and minute of conclusion of an agreement on Provision of Fixed Instalment Facility (hereinafter referred to as the "**time of agreeing the transaction**"), and the term "date of agreeing the transaction" shall mean the day when the agreement on Provision of Fixed Instalment Facility is concluded (hereinafter referred to as the "**date of agreeing the transaction**").

2.6.3. The interest for the Fixed Instalment Facility shall be calculated according to the interest rate applicable for the Fixed Instalment Facility, from the amount of the provided Fixed Instalment Facility from the date of Provision of Fixed Instalment Facility until the due date of the Fixed Instalment Facility. In case of any unauthorised overdraft of the Special Loan Facility resulting from the Provision of Fixed Instalment Facility, the Lender shall have the right, in its own discretion, to modify the amount of the Fixed Instalment Facility so that the Special Loan Facility may be used in the maximum amount and not be overdraft.

2.6.4. The Lender shall subsequently send, after the effective date of the agreement on Provision of Fixed Instalment Facility, to the Borrower within 5 Banking Days a notice on Provision of Fixed Instalment Facility, which shall contain the amount of the Fixed Instalment Facility, the interest rate applicable for the Fixed Instalment Facility, the date of Provision of Fixed Instalment Facility, and the due date of the Fixed Instalment Facility. This shall not affect the agreement on the oral form for conclusion of the agreement on Provision of Fixed Instalment Facility. On the date of agreeing the transaction the Special Loan Facility shall be automatically decreased by the amount of the provided Fixed

Instalment Facility (hereinafter in this paragraph, such decreases of the Special Loan Facility shall be referred to as the „**Decrease resulting from the Provision of Fixed Instalment Facility**“). In this connection, the provisions of Section 7.3.4. of the Loan Terms and Conditions will not apply.

2.6.5. The Fixed Instalment Facility plus the interest thereon shall be due and payable in a single instalment as of the due date of the Fixed Instalment Facility and it shall be repaid by debiting the Borrower's Account and drawdown of the Special Loan Facility in the amount of the Decrease resulting from the Provision of Fixed Instalment Facility and the interest due and payable. The interest rate applicable for the Fixed Instalment Facility shall not apply for any other use (drawdown) of the Loan Facility. The Due Date of the Fixed Instalment Facility may be the Final Maturity Date at the latest. The Fixed Instalment Facility cannot be prepaid prior to the agreed due date thereof.

2.6.6. Any rights and liabilities of the Lender and the Borrower relating to the Fixed Instalment Facility which are not expressly stipulated in this paragraph and in the Loan Agreement shall be governed accordingly by the provisions of the Loan Terms and Conditions applicable for the Instalment Facility.

2.10. In the Loan Terms and Conditions new Sections 2.7. and 2.8. are added which read as follows:

2.7. Regime After the Final Maturity Date.

2.7.1. If the Lender and the Borrower agree in the Loan Agreement that the Lender may (but is not obligated) to allow the Borrower to use the Non-binding Commitment, for the purposes of such Loan Agreement, also the provisions set forth in this Section 2.7 below will apply.

2.7.2. After each current Final Maturity Date, the Lender may (but is not obligated) to allow the Borrower to make individual Loan Drawdown, but the Borrower is not entitled to request to be allowed to make the Loan Drawdown (**Non-binding Commitment**). The preceding sentence and all effects of the Non-binding Commitment according to this Section 2.7. will apply during each period following execution of the Loan Agreement, commencing on the first day

after the then determined Final Maturity Date and ending on a day of termination of application of the effects of the Non-binding Commitment according to Section 2.7.5. below (**Non-binding Commitment Period**).

2.7.3. Existence of the Non-binding Commitment will have no effect on security of the Lender's Special Receivables, payment of the Lender's Special Receivables and the Loan Drawdown according to Section 2.3. paragraph a. subparagraphs (ii), (iii) and (iv) and paragraph b. above, and the Lender will be any time during the Non-binding Commitment Period authorised to use the funds corresponding to the Loan for security of the Lender's Special Receivables and for payment of the Lender's Special Receivables and the Loan Drawdown according to Section 2.3. paragraph a. subparagraphs (ii), (iii) and (iv) and paragraph b. above in the same manner as prior to the first day of the Non-binding Commitment Period. The provisions of this Section 2.7.3. will apply in the event any part of the Loan Facility is determined, under the Loan Agreement, for security of the Lender's Special Receivables or payment of the Lender's Special Receivables.

2.7.4. During the Non-binding Commitment Period, it will apply for each provision of funds within the Non-binding Commitment that such provision of funds:

- a. will be considered as Loan Drawdown under the Loan Agreement, to which all provisions of the Loan Agreement and the Loan Terms and Conditions will apply, except for those provisions which are stipulated differently in this Section 2.7.,
- b. will be due and payable in a Banking Day following the day when it was realised,
- c. it will be without prejudice to the fact that all Loan Drawdown made on or before the Final Maturity Date (inclusive), are due and payable on the Final Maturity Date. It will be without prejudice to maturity of any other Borrower's obligations under the Loan Agreement,
- d. it will be without prejudice to validity, enforceability or duration of any security provided to the Lender under the Security Agreements, neither to any rights arising from the means strengthening the enforceability, set forth in the Loan Agreement.

- 2.7.5. The effects of each Non-binding Commitment will stop to apply always on the earlier of the following days:
- a. on a day determined in the Lender's written notice to the Borrower, or
 - b. on a day of execution of each such addendum to the Loan Agreement, which will be executed after beginning of the Non-binding Commitment Period and which will change the then applicable Final Maturity Date. No provision of the Loan Agreement commits the Lender to execute such addendum to the Loan Agreement. By execution of the addendum to the Loan Agreement, the rights and liabilities of the Lender and the Borrower will be subject to all provisions of the Loan Agreement, as if the Non-binding Commitment Period has not stated. This will be without prejudice to the rights and liabilities of the Lender and the Borrower, having arisen during the Non-binding Commitment Period.
- 2.8. **Non-binding Part of the Loan Facility.**
- 2.8.1. If the Lender and the Borrower agree in the Loan Agreement that the Lender may (but is not obligated) to provide to the Borrower the Non-binding Part of the Loan Facility, for the purposes of such Loan Agreement, also the provisions set forth in this Section 2.8 below will apply.
- 2.8.2. The Borrower requests the Lender for individual Drawdowns of the Non-binding Part of the Loan Facility („**Requested Drawdown**“) as follows:
- a. in the event of Provision of Fixed Instalment Facility by telephone, this only in the event in the Loan Agreement is agreed the option to use the Special Loan Facility or any part thereof in the form of Provision of Fixed Instalment Facility,
 - b. in the event of Loan Drawdown according to Section 2.3. paragraph a. subparagraph (i) of the Loan Terms and Conditions, in the form of furnishing an order for payment, validly signed and properly completed by the Borrower, or a request for withdrawal from the Borrower's Account,
 - c. in the event of using certain part of the Loan Facility as security of the Lender's Special Receivables relating to the Guarantees, by delivering a request for issue of a bank guarantee to the Lender under the Guarantee Agreement or delivering a request for change of a Guarantee,
 - d. in the event of using certain part of the Loan Facility as security of the Lender's Special Receivables relating to the Letters of Credit, by delivering a request for opening a letter of credit to the Lender under the LoC Agreement or delivering a request for change of a Letter of Credit,
 - e. in the event of using certain part of the Loan Facility as security of the Lender's Special Receivables COL, by delivering a request or a proposal for conclusion of the Currency Trade under the Framework Agreement COL.
- 2.8.3. The Lender may accept, in its own discretion, the Borrower's request according to Section 2.8.2. above („**Request**“). Notwithstanding any other provisions of the Loan Agreement or the Loan Terms and Conditions, the Borrower will have the right to request the Requested Drawdown and the Lender will be committed to provide the Requested Drawdown to the Borrower only on the date of acceptance of the Request by the Lender, in the manner and in the extent set forth in the Loan Agreement. The date of acceptance means the earlier of the following dates:
- a. the date when the Lender performs the act set forth in the Request, or
 - b. the date when the Lender and the Borrower conclude an agreement on performance of the task set forth in the Request.
- 2.8.4. In the event of Requested Drawdown according to paragraphs a. and b. of Section 2.8.2. above, the Borrower's right and the Lender's commitment will cease by provision of the Requested Drawdown.
- 2.8.5. In the event of Requested Drawdown according to paragraph c. of Section 2.8.2. above, the Borrower's right and the Lender's commitment will cease on earlier of the following dates:
- (i) on the date of cessation of the Lender's Special Receivables BG, in connection with which, according to paragraph c. of Section 2.8.2. above, certain part of the Loan Facility determined according to the Loan Agreement was used for security of the Lender's Special Receivables BG, or
 - (ii) on the date, on which in connection with a part of the Loan Facility set forth in subparagraph (i) above, the Lender debits from the Borrower's Account, according to the provisions

- of the Loan Agreement, certain funds in order to secure the Lender's Special Receivables BG or payment of the Lender's Special Receivables BG.
- 2.8.6. In the event of Requested Drawdown according to paragraph d. of Section 2.8.2. above, the given Borrower's right and the Lender's commitment will cease on the earlier of the following dates:
- (i) on the date of cessation of the Lender's Special Receivables LoC, in connection with which, according to paragraph d. of Section 2.8.2. above, certain part of the Loan Facility determined according to the Loan Agreement was used for security of the Lender's Special Receivables LoC, or
 - (ii) on the date, on which in connection with the part of the Loan Facility set forth in subparagraph (i) above, the Lender will debit from the Borrower's Account, according to the provisions of the Loan Agreement, certain funds in order to secure the Lender's Special Receivables LoC or payment of the Lender's Special Receivables LoC.
- 2.8.7. In the event of Requested Drawdown under paragraph e. of Section 2.8.2. above, the given Borrower's right and the Lender's commitment will cease on the earlier of the following dates:
- (i) on the date of cessation of the Lender's Special Receivables COL in connection with which, according to paragraph e. of Section 2.8.2. above, certain part of the Loan Facility determined according to the Loan Agreement was used for securing the Lender's Special Receivables COL, or
 - (ii) on the date, on which in connection with the part of the Loan Facility set forth in paragraph (i) above, the Lender will debit from the Borrower's Account, according to the provisions of the Loan Agreement, certain funds in order to secure the Lender's Special Receivables COL or payment of the Lender's Special Receivables COL.
- 2.8.8. In respect of any additional Requested Drawdowns or Drawdowns of any other amount of the Non-binding Part of the Loan Facility it applies that the Lender may (but it is not obligated) to allow Drawdown thereof.
- 2.8.9. **Priority.**
- 2.8.9.1. If, in the Basic Terms, the Loan Facility is divided into the „Binding Part of the Loan Facility“ and „Non-binding Part of the Loan Facility“, then for the purposes of such Loan Agreement, also the provisions set forth in this Section 2.8.9 below will apply.
- 2.8.9.2. In use or Drawdown of the Loan Facility, the Binding Part of the Loan Facility will always be drawn first, and the Non-binding Part of the Loan Facility will be drawn only upon full consumption thereof.
- 2.8.9.3. In repayment of the Total Lender's Receivable, the amount owing from Drawdown of the Non-binding Part of the Loan Facility will always be repaid first, and only full repayment thereof, the amount owing from Drawdown of the Binding Part of the Loan Facility will be repaid.
- 2.11. In the Loan Terms and Conditions Sections 3.4., 3.6., 3.7., 3.9. and 3.12. are cancelled and replaced by new Sections 3.4., 3.6., 3.7., 3.9. and 3.12 which read as follows:
- 3.4. **Fee for Overdraft.** If the amount of the drawn Loan exceeds:
- a. the amount of the Loan Facility or the Loan set forth in the Basic Terms or
 - b. any other amount, lower than the amount set forth in paragraph a. above, which represents an amount of such part of the Loan Facility or such part of the Loan, which may be drawn by the Borrower under the Loan,
- particularly any time prior to the Final Maturity Date, particularly in the cases set forth in Section 6.7. of the Loan Terms and Conditions, the Lender shall be authorised to request the Borrower to pay a contractual penalty (hereinafter referred to as the “**overdraft fee**”) in the agreed amount from the difference between the Drawdown Loan and the amount set forth in paragraph a. or b. above. The overdraft fee is due and payable always on the next following interest payment date. For calculation of the overdraft fee, the provisions of the Loan Terms and Conditions stipulating calculation of interest will apply accordingly.
- 3.6. **Fee for Drawdown of Part of the Loan.** If Provision of Loan is agreed in the Loan Agreement in parts, always against submission of agreed documents (securities - e.g. warrants for goods, invoices, receipts of goods delivery, etc.), the Borrower shall be liable to pay to the Lender a fee for drawdown of a part of the Loan on revolving basis, always for each individual Provision of a part of the Loan.

The basis for calculation of this fee is the amount of the Provision of a part of the Loan. This shall not apply, if the amount of the fee is set forth in the Loan Agreement as a fixed fee. This fee shall be due and payable always on the date of each individual Provision of a part of the Loan.

3.7. **Fee for Prepayment.** The Lender has the right, by a written notice, to request the Borrower to pay a fee for prepayment of an Instalment Facility in cases described in the Loan Agreement and in Sections 7.3.3.1. and 7.3.5. of the Loan Terms and Conditions, notwithstanding whether such fee is set forth in the Loan Agreement. The amount of this fee is specified in the Loan Agreement or (if not specified in the Loan Agreement) in the Tariff of Fees (as the Fee for Prepayment).

3.9. **Fee for management of the loan.** The Borrower is obligated to pay to the Lender, on monthly basis, the fee for management of the loan in the amount set forth in the Tariff of Fees. Unless in the Tariff of Fees specified otherwise, the fee for management of the loan is always due and payable on such a day in each calendar month when the interest is due and payable. If the interest is not due and payable in each calendar month, the fee will be due and payable on such a day in each calendar month, which is identical with the day when the interest is otherwise due and payable, and if there is not such day in the relevant calendar month, the fee for management of the loan will be due and payable on the last calendar day of the relevant calendar month.

3.12. Payment of the fees according to clauses 3.10. and 3.11. above shall be without prejudice to exercise of any other Lender's rights which are related to the delay notified in the reminders or the call notices set forth in clauses 3.10. and 3.11. above.

2.12. In the Loan Terms and Conditions Section 3.14.1. is cancelled and replaced by a new Section 3.14.1. which reads as follows:

3.14.1. The Lender is authorised to charge the Borrower to pay to the Lender a fee for execution of each addendum to the Loan Agreement (hereinafter referred to as the „**Fee for Pretermination**“), the object of which will be determination of an earlier Final Maturity Date of an Overdraft Facility in respect of the date which is currently stated as the Final Maturity Date in the

Basic Terms. The Fee for Pretermination is due and payable in the amount set forth in the Tariff of Fees.

2.13. In the Loan Terms and Conditions Section 3.15.1. is cancelled and replaced by a new Section 3.15.1. which reads as follows:

3.15.1. The Lender is authorised to charge to the Borrower a fee for non-withdrawal (hereinafter referred to as the „**Fee for Non-withdrawal**“), commencing on the day set forth in the Loan Agreement (hereinafter referred to as the „**Initial Date**“).

2.14. In the Loan Terms and Conditions Sections 3.16. to 3.18. are cancelled and replaced by new Sections 3.16. to 3.18. which read as follows:

3.16. **Monitoring Fee.**

3.16.1. The Lender is entitled to request from the Borrower, in connection with the Provision of a Non-Revolving Instalment Facility (in which, according to the Loan Agreement, it is not possible to re-draw the drawn-down and paid funds), a monitoring fee, which is a repeated remuneration of the Lender under § 499 of the Commercial Code, where the amount of the monitoring fee is specified in the Loan Agreement or (if not specified in the Loan Agreement), the amount of the fee specified in the Tariff of Fees shall be used for its determination (hereinafter referred to as „**Monitoring Fee**“).

3.16.2. The basis for calculation of the Monitoring Fee is the sum of:

- a. the amount of the non-revolving Instalment Facility provided and outstanding;
- b. the amount of a non-revolving Instalment Facility that may still be provided to the Borrower under the Loan Agreement (irrespective of the existence of the Lender's Commitment to provide the Loan in question or a portion thereof) upon compliance with the conditions set forth in the Loan Agreement, always at the anniversary date of the Loan Agreement.

3.16.3. The Monitoring Fee is payable on the day of each anniversary of the conclusion of the Loan Agreement, which occurs until the Final Maturity Date (inclusive). If the maturity day of the Monitoring Fee falls upon a day which is not a Banking Day, the Monitoring Fee shall be payable on the following Banking Day (in case this day is in the same calendar month) or previous

- 3.17. Banking Day (in case the following Banking Day would be in the next calendar month). The Borrower is liable to pay to the Lender any proved and inevitable costs for any external lawyers, external tax advisers, external accountants and any other external consultants, which shall be incurred by the Lender in connection with provision of the services by such persons to the Lender and in connection with the Loan Documents. The Borrower is liable to reimburse the Lender for any expenditures and costs incurred by the Lender in connection with issue of the extract from the Commercial Register and the extract from the Ownership Title Certificate, in the event, the Borrower is liable, according to the Loan Terms and Conditions or the Loan Documents, to furnish the given extracts to the Lender. The Guarantor is liable to reimburse the Lender for any expenditures and costs incurred by the Lender in connection with issue of the extract from the Commercial Register and the extract from the Ownership Title Certificate, in the event, the Guarantor is liable, according to the Loan Terms and Conditions or the Loan Documents, to furnish the given extract to the Lender. The Guarantor is liable to reimburse the Lender for any expenditures and costs incurred by the Lender in connection with the Lender's obligation to cover the court costs, the subject of which were the rights to the property constituting the security provided to the Lender under the Security Agreement and in which the Lender also became a participant.
- 3.18. Any fees and reimbursements according to this Article shall be paid by the Borrower to the Borrower's Account or any other account identified by the Lender. The Lender is authorised to debit from the Borrower's Account the amount of any fee and reimbursement, which the Borrower is liable to pay to the Lender. Any fees and reimbursements according to this Article shall be paid by the Guarantor to the Guarantor's Account or any other account identified by the Lender. The Lender is authorised to debit from the Guarantor's Account the amount of any fee and reimbursement, which the Guarantor is liable to pay to the Lender.
- 2.15. In the Loan Terms and Conditions in Section 4.1. the paragraph b. is cancelled and replaced by a new paragraph b. which reads as follows:
- b. the floating rate, e.g. the rate which forms a part of the Reference Rate and the interest margin according to the Loan Terms and Conditions and/or Loan Agreement.
- 2.16. In the Loan Terms and Conditions Sections 4.2 to 4.5. are cancelled and replaced by new Sections 4.2 to 4.5. which read as follows:
- 4.2. **Fixed Interest Rate.**
If the fixed interest rate is agreed in the Loan Agreement (identified as e.g. „BAW“, „until revoked“ or „fix“), then such rate shall (i) apply during the whole term of the Loan Agreement or (ii) only during a certain period of the term of the Loan Agreement (if following from the character of identification thereof or it is agreed in the Loan Agreement). Any change in such interest rate, which is applied only during certain period of the term of the Loan Agreement, shall be made on the first day upon expiry of the agreed period or on the date of occurrence of certain circumstance. Such circumstance may be a decision of the Lender on change in the rate in view of the conditions in the relevant monetary market. The decision on change in the interest rate shall be delivered by the Lender to the Borrower.
- 4.3. **Floating interest rate.**
- 4.3.1. **Base Rate.**
- 4.3.1.1. The Base Rate is a Reference Rate determined by the Lender. The Lender determines the Base Rate reasonably considering:
- the cost of funds on the relevant interbank market, especially considering the level of refinancing interest rates,
 - the year-on-year change in the inflation rate according to official data from the Statistical Office of the Slovak Republic, or the change in the real monthly wage index according to official data from the Statistical Office of the Slovak Republic,
 - legislative changes that affect the Lender's costs related to the provision and management of banking products,
 - changes in the risk premiums of Slovak government bonds,
 - changes in the risk premiums of bonds that the Lender can issue on the interbank market.
- 4.3.1.2. The current Base Rate at the time of signing the Loan Agreement is stated in the Basic Terms. The Lender also

- publishes the current Base Rate on its website.
- 4.3.1.3. The Lender is entitled to change the Base Rate. The Lender notifies the Borrower of the change in the Base Rate by publishing a notice of the change and the amount of the changed Base Rate on its website no later than 15 days before the change takes effect. The change in the Base Rate is effective from the effective date specified in the Lender's notice pursuant to the previous sentence.
- 4.3.2. **Other Reference Rates.**
- 4.3.2.1. **EURIBOR.**
 The EURIBOR in respect of the relevant Interest Period means the percentage rate p.a. determined by the European Money Markets Institute or by any other person authorised to set the rate, published on the „EURIBOR01“ page of the Thomson Reuters (or any other page of this service determined by the Lender or on a page of any other service determined by the Lender, in the event of closing such service) about 11:00 am (Bratislava time) on the Date of determination of the interest rate, for the currency of the Loan and for the period determined at the Reference Rate set forth in the Basic Terms (e.g. 1M (i.e. 1 month), 3M (i.e. 3 months)). However, it also applies that if this Reference Rate is lower than zero, then such Reference Rate will be considered equal to zero.
- 4.3.2.2. **PRIBOR.**
 The PRIBOR (Prague Interbank Offered Rate) means the reference value of the interest rates in the market of interbank deposits in Czech Crowns, calculated (fixed) by the calculation agent for the Czech National Bank and the Czech Forex Club from quotations of reference banks for sale of deposits (offer) according to the algorithm set forth in the Rules for reference banks and calculation of reference interest rates quoted by the Czech National Bank, on the basis of act/360 convention, and which is fixed at 11:00 am CET on the date of determination of the interest rate, displayed with two decimal places, for the period determined at the Reference Rate set forth in the Basic Terms (e.g. 1M (i.e. 1 month), 3M (i.e. 3 months)). However, it also applies
- that if this Reference Rate is lower than zero, then such Reference Rate will be considered equal to zero.
- 4.3.2.3. In the event of change of the Reference Rate set forth in the Basic Terms, the Lender will inform the Borrower about the current rate, immediately upon changing the rate:
- by a bank statement from the Borrower's Account, or
 - via the website www.tatrabanka.sk, or
 - publishing the rate in the Lender's business premises, or
 - by a notice delivered to the Borrower in accordance with the Loan Documents, or
 - in any other appropriate way, in any of the above ways to be determined by the Lender.
- 4.3.2.4. The development of the Reference Rate depends largely on the decisions regarding the setting of the basic interest rates by the respective central bank and market expectations about future decisions. When setting the basic rates, the central bank autonomously decides based on a comprehensive assessment of the current and expected economic developments in the medium term, monitoring a number of indicators such as GDP, inflation, unemployment, wage growth, or credit growth.
- 4.4. If no relevant Reference Rate is fixed in the relevant market, the basis for calculation of the interest rate shall be the monitoring of the interest rates in the relevant market of interbank deposits, namely the „sale“ rate for the period corresponding to the Interest Period. However, it also applies that if such determined rate is lower than zero, then such rate will be considered equal to zero.
- 4.5. If the duration of the first Interest Period is different from the time period set forth at the Reference Rate in respect of the interest rate set forth in the Basic Terms, then the interest rate for the first Interest Period shall be determined as the sum of the refinancing rate and the interest margin. The refinancing rate shall mean the interest rate derived by the Lender from the actual rate, for which actually, normally two Banking Days prior to beginning of the

first Interest Period, funds are provided in the interbank market for the period corresponding to the first Interest Period.

2.17. In the Loan Terms and Conditions Section 4.10.5. is cancelled and replaced by a new Section 4.10.5. which reads as follows:

4.10.4. Each period determined by the Lender according to Section 4.10.3. above will be considered as the „Interest Period“ for the purposes of use of the definition of „Interest Rate Determination Date“ and also use of the definition of the remaining Reference Rates for the purposes set forth in this Section 4.10.

2.18. In the Loan Terms and Conditions Section 5.1. is cancelled and replaced by a new Section 5.1. which reads as follows:

5.1. The interest shall be calculated according to the exact number of elapsed days of the Interest Period and the interest rate applicable for the relevant Interest Period, based on a 360-day year, including the first day of the Interest Period but excluding the last day of the Interest Period. The Interest Period shall mean the period specified in Section 5.2. below, and the duration of the Interest Period is set forth in the Loan Agreement. The duration of the first Interest Period or any other Interest Period may be stated in the Loan Agreement differently from the duration of any other Interest Periods.

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

6.1. The Borrower is obligated to pay the Total Lender's Receivable under the provisions of the Loan Agreement to the Borrower's current account maintained by the Lender and specified in the Basic Terms or the Borrower's current account determined for this purpose in the Loan Agreement (**“Determined Account”**). The Lender has the right to notify the Borrower at any time of any other account for repayment of the Total Lender's Receivable, including the Lender's Account, especially if there is no Borrower's Account, if the Event of Default occurs, or if there is another circumstance, as a result of which it is not possible to act according to Section 6.2. paragraph a. or b. below.

2.20. In the Loan Terms and Conditions in Section 6.2. the paragraph b. is cancelled and replaced by a new paragraph b. which reads as follows:

b. by setting-off the Receivable from the Borrower's Account, by setting-off the receivable for the Provision of the Loan, by setting-off the receivable for the provision of another loan by the Lender to the Borrower and by setting-off the Receivable from the Guarantor's Account against the due and payable Total Lender's Receivable or any part thereof. In order the setting-off according to this paragraph be effective, subsequent delivery of a statement from the Borrower's Account or from the Guarantor's Account shall be sufficient, which shall show making of such setting-off,

2.21. In the Loan Terms and Conditions in Section 6.3. paragraphs b. and c. are cancelled and replaced by new paragraphs b. and which read as follows:

b. the due and payable Total Lender's Receivable or any part thereof is set-off against the Receivable from the Borrower's Account, receivable for the Provision of the Loan, the receivable for the provision of any other loan by the Lender to the Borrower or Receivable from the Guarantor's Account, or
 c. in case the Lender exercises its authorisation set forth in Section 6.1. above, the funds in the amount of the due Total Lender's Receivable are credited to the account determined by the Lender and the Total Lender's Receivable or any part thereof became due.

2.22. In the Loan Terms and Conditions Sections 6.4. and 6.5. are cancelled and replaced by new Sections 6.4. and 6.5. which read as follows:

6.4. The Borrower is liable, on the due date of the Total Lender's Receivable and/or any part thereof, to ensure that in the Determined Account are sufficient funds for payment thereof during the entire Cut-off Time (unless agreed in the Loan Agreement otherwise), in respect of which the Borrower's right to dispose of such funds is not prohibited or restricted. The same obligations must be fulfilled by the Borrower with regard to the account determined by the Lender, if the Lender exercises its authorisation specified in Section 6.1 above. If during the said Cut-off Time there are insufficient funds under this Section in the Determined Account or in the account determined by the Lender, if the Lender exercises

its authorisation referred to in Section 6.1. above, the Borrower is in delay with paying the Total Lender's Receivable or its relevant part, and the Lender will be entitled (but not obligated) to perform the actions specified in Section 6.2. paragraph a. and/or b. above with respect to any Borrower's Account (not only to the Determined Account) as well as to the Guarantor's Account. Amounts credited to the account designated by the Lender according to Section 6.1. above, not used to pay the Total Lender's Receivable or its relevant part, shall not bear interest and the Lender is entitled to retain them for the purpose of paying the Total Lender's Receivable, the Secured Receivable, or any part thereof, until the Full Payment Day. When repaying the Total Lender's Receivable, the Secured Receivable, or any part thereof, late payment interest, interest, Principal, and other unpaid parts of the Total Lender's Receivable and/or the Secured Receivable shall be paid in the order determined by the Lender at the time of such payment.

- 6.5. If the Loan Agreement specifies the date of payment of the Total Lender's Receivable or any part thereof (e.g. the due date of the instalment of the Principal, the final maturity of the Loan Facility or any part thereof or payment of the interests) as of the last day of:
- a. a month, it shall mean that it shall be due and payable on the last calendar day in a month;
 - b. a quarter, it shall mean that it shall be due and payable on the last calendar day in a calendar quarter;

If the maturity day of the Total Lender's Receivable or any portion thereof (e.g. Maturity of Principal instalment, final maturity of Loan Facility or maturity of interest) falls upon a day which is not a Banking Day it applies that such amount shall be payable on the following Banking Day (in case this day is in the same calendar month) or previous Banking Day (in case the following Banking Day would be in the next calendar month), whereby for purposes of this provision in relation to the maturity of the Overdraft Facility, the Amount Due and Payable and the Lender's Receivable, arising from the Overdraft Facility it applies that Banking Day means as well a Saturday which is not a public holiday. If the first due date of the instalment of the Principal falls on the day on which the Loan or its relevant portion was Provided for the first time, the first instalment of the Principal will be due on the next Banking Day.

2.23. In the Loan Terms and Conditions Section 6.7. is cancelled and replaced by a new Section 6.7. which reads as follows:

- 6.7. The Lender is authorised to debit from the Borrower's Account every amount owed by the Borrower under any of the Loan Documents. The Lender is authorised to debit from the Guarantor's Account every amount owed by the Guarantor under any of the Loan Documents. In case the Lender has provided the Borrower with another loan or any other financing (including the issuance of bank guarantees and/or letters of credit and/or the provision of factoring) in addition to the Loan, the Lender is entitled to determine, and also to change at any time, the order of repayment of (i) the Total Lender's Receivable and (ii) the Lender's receivables arising from other loans or other financing provided to the Borrower.

2.24. In the Loan Terms and Conditions new Sections 6.8. to 6.10. are added which reads as follows:

- 6.8. The Lender is not obligated to accept payment of the Total Lender's Receivable, the Secured Receivable, or any part thereof, offered by a third person, even with the Borrower's consent, and not withstanding whether fulfilment thereof is bound to the Borrower's personal characteristics.
- 6.9. The Lender is entitled to accept the fulfilment of the Total Lender's Receivable, the Secured Receivable, or any part thereof, offered by a person other than the Borrower even without the Borrower's consent. The Borrower cannot limit and/or prohibit the exercise of this right of the Lender by a unilateral declaration.

6.10. **Unauthorised Overdraft.**

- 6.10.1. If, on the due date of any due and payable amount of the Total Lender's Receivable, there are insufficient funds on the Borrower's Account for payment thereof, the Lender is authorised, but not obligated, to satisfy the due and payable amount of the Total Lender's Receivable in the form of debiting the Borrower's Account. Based on this fact, the amount of the drawn Loan or the Loan Facility may be higher than (i) the amount of the Loan or the Loan Facility set forth in the Basic Terms or (ii) the amount of such part of the Loan Facility or such part of the Loan, which may be drawn by the Borrower under the Loan Agreement

(hereinafter, such difference will be referred to as „unauthorised overdraft“). The Borrower is liable to pay the unauthorised overdraft no later than within 5 days following the date of occurrence thereof or no later than on the Final Maturity Date, by the earlier of those dates.

6.10.2. As a result of occurrence of an unauthorised overdraft, the Lender is authorised, from the date of occurrence of the unauthorised overdraft, to charge to the Borrower an overdraft fee calculated according to the rate set forth for that fee in the Loan Agreement. If there is not such rate in the Loan Agreement, the rate shall apply which is determined by the Lender for interest on unauthorised overdrafts on the accounts of its clients in the currency of the Loan, which is published for that purpose in the Lender's website (in the part relating to the interest rates for small enterprises, medium and large firms). Unless stipulated otherwise, the fee for overdraft is due and payable on monthly basis, in the sole discretion of the Lender on the last Banking Day or on the last Saturday of the relevant month.

6.10.3. The rights and liabilities of the Lender and the Borrower in connection with the unauthorised overdraft will be governed by the provisions of the Loan Terms and Conditions applicable for the Overdraft Loan.

6.10.4. The Borrower is not authorised to request payment of the due and payable amount of the Total Lender's Receivable in the manner and in the form set forth in this Section 6.10. of the Loan Terms and Conditions.

2.25. In the Loan Terms and Conditions Section 7.1. is cancelled and replaced by a new Section 7.1. which reads as follows:

7.1. The Borrower is liable to pay or repay the Lender's Receivable in the amount and on the dates specified according to the Loan Agreement. In case of:

- a. any change in the Schedule of Repayment, repayment of the Total Lender's Receivable and/or any part thereof shall be governed by the provisions of Section 7.2. below;
- b. any change in the Final Maturity Date, repayment of the Total Lender's Receivable and/or any part thereof shall be governed by the provisions of Section 7.3. below.

2.26. In the Loan Terms and Conditions in Section 7.3.1. the paragraph b. is cancelled and replaced by a new paragraph b. which reads as follows:

- b. in respect of the Instalment Facility, to pay any outstanding balance of the Total Lender's Receivable. If no Schedule of Repayment is agreed in the Loan Agreement, this day shall be determined for a single down payment of the outstanding balance of the Total Lender's Receivable.

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

7.3.3.2. If only a portion of the Principal of the Instalment Facility is prepaid, the full latest due instalments shall be prepaid first in relation to the Prepaid Amount in order from the latest due instalment of the Principal. If, upon such payment, the amount of the funds prepaid by the Borrower is insufficient for repayment of the next full instalment of the Principal, a part of the latest due instalment of the Principal will be paid from such amount. In such a case, the interest is due on the next interest payment date specified by the relevant Loan Agreement, following the due date of the Prepaid Amount.

2.28. In the Loan Terms and Conditions Section 7.3.3.4. is cancelled and replaced by a new Section 7.3.3.4. which reads as follows:

7.3.3.4. If the date of prepayment of the Prepaid Amount is any Banking Day which is not the Final Maturity Date, the Lender is authorised to charge the Borrower any refinancing costs calculated as follows:

- a. the amount of interest that would be obtained by the Lender from the Prepaid Amount for the period from the prepayment date until the Final Maturity Date calculated based on the interest rate valid on the due date of the Prepaid Amount will be reduced by
- b. the amount of:
 1. the interest that could be obtained by the Lender upon placement of the Prepaid Amount with banks in the relevant interbank market (in Lender's discretion), and
 2. the amount to be determined by the Lender, if the Lender decides to deduct such amount in view of

the specific circumstances, for the period commencing on the first Banking Day following the prepayment date of the Prepaid Amount and ending on the Final Maturity Date.

Such refinancing costs will be due and payable together with the Prepaid Amount, and the Lender is obligated to inform the Borrower about the amount thereof no later than within three days prior to the date of prepayment of the Prepaid Amount. Payment of the refinancing costs will be without prejudice to the Borrower's obligation to pay any other amounts set forth in the Loan Agreement and to fulfil any other conditions to be determined by the Lender in connection with prepayment of the Prepaid Amount.

2.29. In the Loan Terms and Conditions Sections 7.3.4. and 7.3.5. are cancelled and replaced by new Sections 7.3.4. and 7.3.5. which reads as follows:

7.3.4. Reduction of the Loan Facility.

The reduction of the Loan Facility agreed in the Loan Agreement means that on the date of reduction of the Loan Facility (as determined in the Loan Agreement or under the Loan Agreement):

- a. a part of the Lender's Receivable equal to the balance between the amount of the drawn and outstanding Loan Facility (before reduction) and the amount of the reduced Loan Facility (after reduction) shall be prepaid, and
- b. the Lender's commitment to provide the part of the Loan equal to the reduced the Loan Facility will cease, automatically without any special notice from the Lender to the Borrower, on the date of satisfaction of the conditions or occurrence of the circumstances connected with such reduction in the Loan Agreement and in the amount set forth in the Loan Agreement or determined on the basis thereof.

7.3.5. Prepayment Due to Immediate Repayment.

If immediate repayment is declared by the Lender according to Section 13.3. of the Loan Terms and Conditions, the Lender is authorised to charge the Borrower by a written notice a fee for prepayment stipulated in the Loan Agreement for cases of prepayment upon Borrower's request according to Section 7.3.3. above or (if

not stipulated in the Loan Agreement) in the Tariff of Fees (as Fee for Prepayment).

2.30. In the Loan Terms and Conditions a new Section 7.3.6. is added which reads as follows:

7.3.6. Upon expiry of the Final Maturity Date, the Borrower's right to request Provision of Loan and the Lender's commitment to provide the Loan will cease, unless the Loan Agreement stipulates otherwise.

2.31. In the Loan Terms and Conditions a new Section 7.4. is added which reads as follows:

7.4. Cancellation of the Loan Facility.

7.4.1. In view of the provision of Section 2.8. of the Loan Terms and Conditions and notwithstanding any other provisions of the Loan Terms and Conditions and the Loan Agreement, the Lender is entitled to take any or all of the following measures anytime:

- a. to cancel the Non-binding Part of the Loan Facility or any of its part determined by the Lender even without the written notice for the Borrower;
- b. to request the Borrower to repay all funds owed by the Borrower under the Loan Agreement due to drawdown of the Non-binding Part of the Loan Facility, including any interests, by a written notice sent to the Borrower.

7.4.2. Upon delivery of the notice to the Borrower:

- a. under Section 7.4.1., paragraph a. of this Article the Borrower will not be entitled to apply for Requested Drawdown or any other Drawdown of the Non-binding Part of the Loan Facility in the extent it is cancelled under Section 7.4.1. above;
- b. under Section 7.4.1., par. b) of this Article:
 - (i) the Borrower's obligation to repay all funds owed by the Borrower under the Loan Agreement due to drawdown of the Non-binding Part of the Loan Facility in the amount of the difference higher than zero (if any) between the amount of the actual drawdown and outstanding Loan and amount of the Non-binding Part of the Loan Facility after the Lender acts under Section 7.4.1. above, including interest, will be due and payable in the extent specified in the Lender's notice and

- (ii) Borrower will be obligated to pay the Lender all specified amounts within the time limit specified in the Lender's notice.

2.32. In the Loan Terms and Conditions in Section 8.1 new paragraphs n. and o. are added which read as follows:

- n. to use the Loan exclusively for purposes related to the Borrower's business activities,
- o. to submit to the Lender, based on the Lender's request addressed to the Borrower and within the period specified in such request, an energy certificate of the building issued according to Act No. 555/2005 Coll. on the energy performance of buildings and on the amendment and supplementation of certain laws as amended, including by Act No. 300/2012 Coll., in the case of securing the Total Lender's Receivable with a pledge on the relevant building.

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

8.3. If the Guarantor is a person different from the Borrower it applies that the Guarantor is obligated:

- a. to submit the Lender, as of the last day of the calendar half year and calendar year:
 - (i) and always within 30 days of registration of any change in the Commercial Register, a current extract from the Commercial Register, however, only in case the Guarantor is registered in the Commercial Register, and
 - (ii) if the Total Lender's Receivable is secured by mortgage over the real property owned by the Guarantor or over the co-ownership of the Guarantor over the real property, the full extract from the certificate of ownership which can be utilised for legal actions, the currently valid confirmation of payments of insurance premium according to the agreement on mortgage over real estates,
- b. to submit the Lender upon Lender's notice addressed to the Guarantor and in the period specified in such a notice:
 - (i) if the Guarantor is an entrepreneur, a copy of the income tax return, bearing a seal of the receipt office of the relevant tax office, or with a report on accepted filing through the electronic office of the tax administrator, and
 - (ii) auditor's reports, if the Guarantor is liable, according to the law, to have

its financial statements certified by an auditor,

- (iii) an energy certificate of the building issued according to Act No. 555/2005 Coll. on the energy performance of buildings and on the amendment and supplementation of certain laws as amended, including by Act No. 300/2012 Coll., in the case of securing the Total Lender's Receivable with a pledge on the relevant building.
- c. to submit the Lender upon Lender's notice addressed to the Guarantor and in the period specified in such notice the respective accounting statements, namely if:
 - (i) the Guarantor keeps double-entry bookkeeping, the balance sheet and the income statement,
 - (ii) the Guarantor keeps single-entry bookkeeping, the statement on assets and liabilities and the statement on incomes and expenditures,
- d. in case it is a joint-stock company, to notify the Lender in writing by 5 Banking Days as of the day the Lender's notice is delivered of the structure of shareholders of the Guarantor along with specification of ratio of their shares of the Guarantor to the Guarantor's capital and the scope of their voting rights in the General Meeting of the Guarantor,
- e. submit to the Lender for the purposes of fulfilment of the Lender's obligations in respect of compliance with the tax laws and in order to ensure exchange of tax information arising particularly from:
 - (i) any international agreement concluded between the Slovak Republic and the U.S.A. in connection with improvement of compliance with the international tax laws and introduction of the FATCA Act (Foreign Account Tax Compliance Act),
 - (ii) any agreement concluded between the Slovak Republic and any country of the European Union, EEA or OECD,
 - (iii) any generally binding legal regulations, binding directives, regulations or decisions of the National Bank of Slovakia, the European Central Bank or any other authorised body,
 upon Lender's request and within the period stated therein, to provide the information whether he/she is a national or tax resident of the U.S.A., a member state of the European Union, EEA or OECD, and to furnish the documents proving that fact,

- f. submit to the Lender within the period of 30 days of the expiry of each calendar year and also always upon the Lender's call addressed to the Guarantor within the time limit specified in such call, all data, documents and information necessary for Lender's care as an obligated entity under Act No. 297/2008 Coll., as amended,
- g. perform all its acts so that:
 - (i) it complies with and does not violate the Sanctions,
 - (ii) in order to repay the Total Lender's Receivable or a portion thereof, it has not used the funds, the use of which for the specified purpose would violate the Sanctions or would result in that the Lender would violate the Sanctions,
 - (iii) it did not sell goods or provide services to third parties if such sale of goods or provision of services is prohibited by Sanctions or as a result of which the Lender would violate Sanctions.
- h. to duly pay taxes, customs duties, charges and other charges set in legal regulations, while the Guarantor shall allow the Lender's employee to verify the documents submitted to the Lender under paragraph b. and c. above.

2.34. In the Loan Terms and Conditions Section 8.5. is cancelled and replaced by a new Section 8.5. which reads as follows:

- 8.5. The Borrower may not, without Lender's prior written approval:
 - a. make any material changes in its property (real estates, equipment, receivables etc.) by pledge/mortgage, sale, donation, transfer, lease, etc., unless in the Loan Agreement stipulated otherwise;
 - b. provide any security or give an order for security of its obligation or any obligation of a third person, (including issue and aval of any notes or blank notes), except for the provision of such security in favour of the Lender;
 - c. use any alternative forms of financing (factoring, leasing, etc.), unless in the Loan Agreement stipulated otherwise;
 - d. bind, until the Full Payment Date of the Total Lender's Receivable, to any third person in a manner that the receivable of the third person would be secured or the enforceability of its receivable would be more favourable than the security and enforceability of the Total Lender's Receivable

2.35. In the Loan Terms and Conditions Section 10.1.1. is cancelled and replaced by a new Section 10.1.1. which reads as follows:

- 10.1.1. The Borrower declares to the Lender the representations given in the Loan Documents certain facts which are material from the aspect of the Lender and which induced the Lender to decide on conclusion of the Loan Documents and to Provide the Loan to the Borrower, and also a review of satisfaction of the conditions in the Loan Documents and also the conditions of the relevant legal regulations in the Slovak Republic, regulating particularly the Lender's business and provision of loans.

2.36. In the Loan Terms and Conditions Section 10.2.1. is cancelled and replaced by a new Section 10.2.1. which reads as follows:

- 10.2.1. The Guarantor declares to the Lender representations given in the Security Agreement on certain facts which are material from the aspect of the Lender and which induced the Lender to Provide the Loan to the Borrower, and also review of satisfaction of the conditions in the Loan Agreement the Loan Documents and also the conditions of the relevant legal regulations in the Slovak Republic, regulating particularly the Lender's business and provision of loans.

2.37. In the Loan Terms and Conditions Sections 11.1.2. to 11.1.6. are cancelled and replaced by new Sections 11.1.2. to 11.1.6. which read as follows:

- 11.1.2. The insurance policy must contain the insurance company's commitment:
 - a. to inform the Lender in writing on any default in payment of insurance premiums in the agreed amount and time, no later than 10 days of the date of delay in payment of insurance premiums according to the insurance policy, and
 - b. to inform the Lender in writing 10 days in advance on remittance of any insurance benefits, and
 - c. not to amend or cancel the insurance policy without Lender's prior written consent, and
 - d. to inform the Lender in writing on termination of the insurance policy, no later than within 10 days of occurrence of such event, or any other obligations set forth in the relevant Security Agreement.

If the insurance policy submitted by the Guarantor to the Lender at concluding of the relevant Security Agreement fails to meet the conditions mentioned above, the Guarantor shall be liable to propose to the

insurance company an amendment to the insurance policy, in the form and substance set forth in relevant annex to the relevant Security Agreement. The conditions stated in this section must be met by all insurance policies to be concluded during the term of the security established under the relevant Security Agreement for the purpose of insuring the object of security. If the insurance policy does not contain the commitments stated in paragraphs a. – d. above or other stated in the relevant annex to the relevant Security Agreement it will be considered an Event of Default.

11.1.3. The insurance benefits to be paid by the insurance company to the Lender may be, among other things, used by the Lender for payment of the due and payable Total Lender's Receivable or any due and payable part thereof, unless:

- a. within the period of 15 of payment of the insurance premium to the Lender, the Lender declares immediate repayment of the Loan or any part thereof according to Section 13.3. of the Loan Terms and Conditions or
- b. the Total Lender's Receivable or its part is due for other reasons.

11.1.4. The Guarantor is liable to maintain the insurance policy, to fulfil its obligations arising therefrom, and to comply with the conditions stipulated therein, particularly it is liable to pay the insurance premiums duly and in time, until cessation of security established under the relevant Security Agreement. Should the insurance policy be discharged prior to such date, the Guarantor shall be liable, no later than a month before the termination of the insurance policy, to furnish and deliver to the Lender:

- a counterpart of a new policy which shall meet all conditions set forth in the relevant Security Agreement and in the Loan Terms and Conditions,
- to notify the insurance company of the creation of the pledge and propose an amendment to the insurance policy to the insurance company, in the form and content specified in the relevant Security Agreement.

The Guarantor is obligated to submit to the Lender, upon the Lender's request and within the period specified therein:

- a document acceptable to the Lender confirming the proper payment of the insurance premium in accordance with the insurance policy,

- the insurance policy or another document showing that, without the prior consent of the Lender, the conditions have not deteriorated compared to the last insurance policy acceptable to the Lender, such as the subject of insurance, place of insurance, insured amount, scope of insured risks, and the period for which the insurance contract is concluded.

11.1.5. The Lender is authorised, but not obligated, to pay to the insurance company any outstanding insurance premiums, with payment of which the Guarantor is in delay, however, only in case the payment of the insurance premiums is inevitable in respect of the interests of the Lender regardless if the insurance policy covers only the object of security or the insurance policy covers other insurance risks. The Guarantor is not authorised to claim from the Lender any reimbursement of the insurance premium. The Lender is authorised to any time debit from the Guarantor's Account:

- (i) the amount equal to the outstanding insurance premium, and to pay the insurance premium from such debited funds, or
- (ii) the amount of the funds paid by the Lender to the insurance company as outstanding insurance premium.

The Lender will inform the Guarantor on payment of the outstanding insurance premium from the funds debited from the Guarantor's Account through a statement from the Guarantor's Account. The Lender will not be liable for any consequences that will result for the Guarantor from such payment of the outstanding insurance premium, particularly if the Guarantor has simultaneously or any time later made payment of such outstanding insurance premium. The Guarantor undertakes to pay to the Lender all costs incurred by it in connection with payment of the outstanding insurance premium, including the amount of the funds used by the Lender for payment of the outstanding insurance premium, on (the earlier of) the date of incurring such costs by the Lender or when they become due and payable.

11.1.6. Notwithstanding any other Lender's authorisations, unless the insurance policy is furnished to the Lender under the Loan Documents, the Lender is authorised, but not obligated, on its own behalf and on the account of the Guarantor or on behalf and on the account of the Guarantor, to conclude an insurance policy in order to

insure the object of security. The Lender is also authorised, but not obligated, to act as the policyholder on the Guarantor's account. The Guarantor is obligated to provide to the Lender any required assistance necessary for insurance of the Guarantor's property. The Guarantor undertakes to pay to the Lender all costs to be incurred by the Lender in this respect, including payment of the insurance premium, on (the earlier of) the date of incurring such costs by the Lender or when they become due and payable.

2.38. In the Loan Terms and Conditions in Section 13.1. paragraphs b. and d. are cancelled and replaced by new paragraphs b. and d. which read as follows:

- b. any unauthorised overdraft on the Borrower's Account lasting for more than 10 days;
- c. in respect of the Borrower or Guarantor, the following will occur:
 - (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 Borrower 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 Borrower or the Guarantor under the applicable legal regulations,
 - (iii) commencement of public preventive restructuring proceedings or non-public preventive restructuring proceedings, or
 - (iv) commencement of any proceedings having similar effect or purpose as the bankruptcy or restructuring proceedings, or public preventive restructuring proceedings or non-public preventive restructuring proceedings;
- d. in respect of the Borrower or the Guarantor, the relevant company's bodies shall have adopted a decision on entry of the Borrower or the Guarantor into liquidation, provided the legal regulations allow liquidation of the Borrower or the Guarantor;

2.39. In the Loan Terms and Conditions in Section 13.1. paragraphs f. to j. are cancelled and replaced by new paragraphs f. and j. which read as follows:

- f. occurrence of an execution title, e.g. statement of delinquent payments, in connection with failure to pay any statutory payments by the Borrower or the Guarantor (e.g. payment of taxes, customs duties, levies), unless in the Loan Agreement stipulated otherwise;
- g. without a Lender's prior written consent:
 - (i) the Borrower shall have been provided

- any additional loans which, in the Lender's discretion, shall impair proper and timely payments of the Total Lender's Receivable,
- (ii) the Loan shall be used by the Borrower for any purpose other than that agreed,
- (iii) in respect of the Borrower 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 are initiated at the competent court (or any other proceedings having similar effect or purpose),
- (iv) the relevant Borrower's or Guarantor's body shall have approved conclusion of an agreement on sale of business or a part of business of the Borrower or the Guarantor (or any other agreement having similar effect or purpose),
- (v) the Borrower or the Guarantor shall have signed an agreement on sale of business or a part of business (or any other agreement having similar effect or purpose),
- (vi) the Borrower or the Guarantor shall have contributed the business or any part thereof to the equity capital of any other business company (or performed any other act having similar effect or purpose),
- (vii) a change shall have occurred in the Centre of Main Interests of the Borrower or in the Centre of Main Interests of the Guarantor,
- (viii) Borrower or Guarantor founded Establishment outside the territory of the Slovak Republic or outside the territory of the state stated in Loan Document;
- h. the Borrower's Representations or the Guarantor's Representations are untrue or incomplete, or the facts contained in the Borrower's Representations or the Guarantor's Representations shall have changed, or the Borrower and the Guarantor provided to the Lender any incorrect information, shall have failed to provide to the Lender any contractually agreed information and documents or they shall have concealed any material information or any such information which would affect the Lender's decision to the effect whether the Lender will conclude any of the Loan Documents,
- i. the Borrower or the Guarantor shall have failed to fulfil or shall have violated its obligations contained in the Loan Documents, or the

conditions set forth in the Loan Documents shall have not been satisfied, or the conditions set forth in the Loan Documents shall have been;

- j. any of the following facts occurred in relation to security of the Secured Receivable
 - (i) for any reason whatsoever, there shall occur complete or partial cessation, impairment or reduction in the value of the security or reduction in the value of the object of security of the Secured Receivable and the Guarantor shall have failed to replenish the security within the reasonable period determined by the Lender,
 - (ii) another Lender of the Guarantor has commenced the enforcement of its security right on the Guarantor's property;

2.40. In the Loan Terms and Conditions in Section 13.1. the paragraphs l. to n. are cancelled and replaced by new paragraphs l. to n. which read as follows:

- l. the fact that according to any agreement between the Lender and the Borrower, particularly the loan agreement:
 - (i) an event of default occurs, or
 - (ii) the obligation to repay the provided loan or any other financing or any part thereof will be declared prepaid, or
 - (iii) the Lender will be authorised to claim the Borrower to prepay the provided loan or any other financing or any part thereof;
- m. the fact that according to any agreement between the Lender and the Guarantor, particularly the loan agreement:
 - (i) an event of default occurs, or
 - (ii) the obligation to repay the provided loan or any other financing or any part thereof will be declared prepaid, or
 - (iii) the Lender will be authorised to claim the Guarantor to prepay the provided loan or any other financing or any part thereof;
- n. the fact that according to any agreement, particularly the loan agreement, concluded between a third person and the Borrower and/or the Guarantor:
 - (i) the Borrower and/or the Guarantor shall have failed or is likely is likely that it shall fail to fulfil such an obligation to repay the provided loan or other financing or any part thereof within its maturity period, or
 - (ii) the Borrower's and/or the Guarantor's obligation to repay the provided loan or other financing or any part thereof becomes due prematurely, or
 - (iii) a third person is entitled to demand prepayment of the provided loan or other financing or any part thereof from the Borrower and/or the Guarantor, or

- (iv) the Borrower and/or the Guarantor shall have failed to fulfil its obligation (other than obligation to repay a loan or other financing or any part thereof) or it is likely that it shall fail to fulfil such an obligation arising from the agreement concluded with a third person in case such failure may affect, in Lender's reasonable opinion, the Borrower's ability to repay the Total Lender's Receivable and/or the Guarantor's ability to repay the Secured Receivable;

2.41. In the Loan Terms and Conditions in Section 13.1. the paragraph q. is cancelled and replaced by a new paragraph q. which reads as follows:

- q. in respect of securing the Total Lender's Receivable by a mortgage over a real estate or a co-ownership share in a real estate, there shall occur an insurance event which, in Lender's opinion, may impair proper and timely payment of the Total Lender's Receivable or the value of the security thereof;

2.42. In the Loan Terms and Conditions in Section 13.1. the paragraph s. is cancelled and replaced by a new paragraph s. which reads as follows:

- s. the Borrower or the Guarantor shall revoke any authorisation granted to the Lender in connection with security of the Secured Lender's Receivable, or shall terminate the agreement on the Power-of-Attorney contemplated in the Loan Document;

2.43. In the Loan Terms and Conditions in Section 13.1. new paragraphs y. to gg. are added which read as follows:

- y. the Borrower or the Guarantor passes away or the Borrower or Guarantor ceases to exist without a legal successor or without the assumption or transfer of the obligations of the defunct entity from the Loan Documents to another person;
- z. the Lender has a reasonable suspicion that the Borrower's or Guarantor's action is contrary to the generally binding legal regulations or avoids them or in contrary to good manners;
- aa. criminal proceedings have been initiated against the Borrower or the Guarantor, any members of their statutory bodies or their holders of ownership interests or shareholders;
- bb. in case of securing the Total Lender'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;

- cc. the fact that according to any agreement, particularly a loan agreement, concluded between the Lender and a third person, whose obligations are secured under the Security Agreement.
 - (i) an event of default occurs, or
 - (ii) the obligation to repay the provided loan or any other financing or any part thereof will be declared prepaid, or
 - (iii) the Lender will be authorised to claim the Borrower to prepay the provided loan or any other financing or any part thereof;
- dd. without the prior written consent of the Lender, the Borrower or Guarantor entered into a joint venture or established a joint venture with a third party (e.g., business under § 10 paragraph. 4 of the Commercial Code, associations, and others);
- ee. the Lender received on its account insurance benefits from a life insurance (including key person insurance) taken out by the Borrower as the policyholder intended for securing and/or repaying the Total Lender's Receivable,
- ff. without the prior written consent of the Lender, any person becomes or ceases to be the ultimate beneficial owner of the Borrower according to § 6a paragraph 1 or paragraph 3 of Act No. 297/2008 Coll., as amended,
- gg. the Lender, as an obligated entity under Act No. 297/2008 Coll., as amended, cannot perform the due diligence required by law in any banking transaction involving the Borrower and/or Guarantor, or the Borrower and/or Guarantor refuses to prove on whose behalf they are acting, with the relevant legal norm associating these facts with the consequence of refusal and/or termination of the banking transaction.

2.44. In the Loan Terms and Conditions Sections 13.2. to 13.4. are cancelled and replaced by new Sections 13.2. and 13.4. which read as follows:

- 13.2. If any Event of Default occurs, the Lender shall be authorised, in accordance with any other conditions set forth in the Loan Agreement the Loan Documents, and the Loan Terms and Conditions, to perform any or all of the following measures:
 - a. to declare immediate repayment of the Loan or a certain part thereof,
 - b. to set-off the Total Lender's Receivable against the Receivable from the Borrower's Account and/or against the Receivable from the Guarantor's Account,
 - c. without prior notice to the Borrower, to block all Borrower's accounts held with the Lender up to the amount of the Total Lender's Receivable and/or also to block

- the Guarantor's Account in accordance with the conditions stipulated below,
- d. to limit the Loan Drawdown on temporary basis,
- e. to rescind the Loan Agreement,
- f. to terminate the Loan Agreement,
- g. to cancel the Lender's commitment or option to provide the funds under the Loan Agreement.

13.3. **Declaration of Immediate Repayment.**

13.3.1. Declaration of immediate repayment of the Loan or a certain part thereof means the exercise of the Lender's right to request the Borrower to prepay the Total Lender's Receivable or certain part thereof. Upon declaration of immediate repayment of the Loan, the Borrower's right to repay the Lender's Receivable in instalment according to the Schedule of Repayment agreed in the Loan Agreement and/or the Borrower's right to repay the Total Lender's Receivable on the Final Maturity Date shall cease. The Lender has the right to declare immediate repayment for all outstanding funds or a certain part thereof.

13.3.2. The Total Lender's Receivable or any part thereof determined by the Lender shall be due and payable on the date of delivery of a Lender's notice on immediate repayment of the Loan to (i) the Borrower or (ii) in the event of the Borrower's dissolution without a legal successor, or without the assumption or transfer of the Borrower's obligations from the Loan Documents to another person, to any Guarantor, or (iii) in the event of the Borrower's death, to any Guarantor.

13.4. **Setting-off Receivables.**

The setting-off the Receivables shall be governed by the provisions of the Loan Documents and the Loan Terms and Conditions.

2.45. In the Loan Terms and Conditions Section 13.7.4. is added which reads as follows:

13.7.4. The Borrower is not authorised to rescind the Loan Agreement. The Guarantor is not authorised to rescind the Security Agreement.

2.46. In the Loan Terms and Conditions Section 13.8.3. is cancelled and replaced by a new Section 13.8.3. which reads as follows:

13.8.3. The Borrower shall not be authorised to terminate either the Provision of Loan or the Loan Agreement. The Guarantor is not authorised to terminate the Security Agreement.

2.47. In the Loan Terms and Conditions Sections 14.1. to 14.3. are cancelled and replaced by new Sections 14.1. to 14.3. which read as follows:

14.1. The Lender shall be authorised to set-off the Secured Receivable and the Total Lender's Receivable against any Borrower's receivables to the Lender, particularly any receivables from any Borrower's Account or receivable for Provision of Loan, including the Borrower's receivables which are not due and payable. Based on the foregoing, the Lender is authorised to apply the funds from the Borrower's Accounts for setting-off against the Secured Receivable and the Total Lender's Receivable. The above Lender's right to set-off the receivables will apply also in cases when the Secured Receivable and the Total Lender's Receivable is not due and payable, is statute-barred, is denominated in any other currency which is not freely convertible, or it cannot be claimed in a court action.

14.2. In order to set-off any receivables which are denominated in different currencies according to Section 14.1. above, the following shall apply:

- a. if the currency of the Loan is EUR and the currency of the Borrower's Account is the Foreign Currency, then the exchange rate for purchase of the currency of the Borrower's Account to EUR quoted by the Lender and applicable as of the date of setting-off;
- b. if the currency of the Loan is the Foreign Currency and the currency of the Borrower's Account is EUR, then the exchange rate for sale of the currency of the Loan to EUR quoted by the Lender and applicable as of the day of setting-off;
- c. if the currency of the Loan is the Foreign Currency and the currency of the Borrower's Account is the Foreign Currency other than the currency of the Loan and the mutual exchange rate between the two currencies is not normally quoted by the Lender, first the exchange rate for purchase of the currency of the Borrower's Account to EUR quoted by the Lender and applicable as of the day of setting-off

and subsequently the exchange rate for sale of the currency of the Loan to EUR quoted by the Lender and applicable as of the day of setting-off.

14.3. If the Guarantor in the Security Agreement agreed to provide to the Lender any fulfilment in cash, the Lender is authorised to set-off the Secured Receivable and the Total Lender's Receivable against any Guarantor's receivables to the Lender, particularly the Guarantor's receivables from any Guarantor's Account, including the Guarantor's receivables which are not due and payable. Based on the foregoing the Lender is authorised to apply the funds from the Guarantor's Accounts for setting-off against the Secured Receivable and the Total Lender's Receivable. The above Lender's right to set-off the receivables will apply also in cases when the Secured Receivable and the Total Lender's Receivable is not due and payable, is statute-barred, is denominated in any other currency which is not freely convertible, or it cannot be claimed in a court action. In order to set-off any receivables which are denominated in different currencies, the exchange rates determined in the manner described in Section 14.2 above shall apply.

2.48. In the Loan Terms and Conditions Sections 14.5. and 14.6. are cancelled and replaced by new Sections 14.5. and 14.6. which read as follows:

14.5. The Borrower and the Guarantor are not authorised to unilaterally set-off any of its receivables to the Lender or legal successor of the Lender, including any Receivable from the Borrower's Account or the Receivable from the Guarantor's Account, as applicable, against the Secured Receivable or Total Lender's Receivable or legal successor of the Lender. This also applies throughout the period when the Total Lender's Receivable or Secured Receivable is provided by the Lender as security in Eurosystem credit operations.

14.6. The Borrower and the Guarantor are not authorised to assign to any third person any receivable to the Lender, particularly any receivable incurred by either of them according to or in connection with the Loan Documents and also any receivable for indemnification of damage or delivery of any improper personal benefit, which have arisen in connection with the Loan Documents. This prohibition applies also

to assignment of the Receivable from the Borrower's Account, assignment of the Receivable from the Guarantor's Account, and establishment of pledge to the Receivable from the Borrower's Account and the Receivable from the Guarantor's Account. An exception from the prohibitions according to this Section is:

- a. assignment of the Receivable from the Borrower's Account and/or the Receivable z Guarantor's Account in favour of the Lender,
- b. establishment of pledge over the Receivable from the Borrower's Account and/or the Receivable from the Guarantor's Account in favour of the Lender.

2.49. In the Loan Terms and Conditions a new Section 14.7. is added which reads as follows:

- 14.7. The Borrower and the Guarantor are not authorised to transfer to any third person any obligations to the Lender, particularly the obligations which will arise for them under or in connection with the Loan Documents.

2.50. In the Loan Terms and Conditions a new Section 15.2. is added which reads as follows:

- 15.2. **Liability for Damage.**
In connection with the Loan Documents, the Lender will be liable solely for any damage which will arise according to any of the Loan Documents or by performance or failure to perform any act under or in connection with any of the Loan Documents, should they result from willful misconduct or gross negligence of the Lender. Any circumstances and any facts, other than willful misconduct or gross negligence, will be interpreted as circumstances excluding the liability for the purposes of the provisions of §373 et seq. of the Commercial Code as amended. The amount of indemnified damage, for which the Lender is liable, is determined solely as an amount of the actual damage.

2.51. In the Loan Terms and Conditions Sections 16.1. to 16.4. are cancelled and replaced by new Sections 16.1. to 16.4. which read as follows:

- 16.1. Any notices, requests or other communication to be delivered or given between the Lender and the Borrower according to the Loan Agreement, and also between the Lender and the Guarantor under the Security Agreement,

must be in a written form, unless the Loan Document stipulates otherwise. Such notices, requests or other communication shall be delivered in person, by registered mail, reputable courier service, e-mail or telefax to the party to whom such notice or other communication must or may be delivered.

16.2. **Addresses and Contacts.**

Any notices, requests or other communication, for the purposes of the Loan Documents shall be delivered to the addresses and contacts set forth:

- a. for such purpose in the Loan Documents. If the Loan Documents fails to contain, in respect of any party thereto, for such purpose, any address and contact, for the purpose of communication, then the address and contact shall be used as set forth in the part of the relevant Loan Documents which contains identification of the parties,
- b. in a notice to the relevant party to the Loan Documents, which shall contain changes in the addresses and contacts set forth in the Loan Documents.

The addresses and contacts set forth in the Loan Agreement for the purpose of delivery to the Borrower shall be used also for the purpose of delivery to the Borrower in connection with the Security Agreements. The Lender, the Borrower and the Guarantor shall notify each other in writing about any change in the addresses and contacts set forth in the Loan Documents, if any such change occurs, always no later than within 30 days of the date of such change. For the purposes of delivery, the last known address or contact of the party determined according to this Section.

16.3. For the purpose of delivery according to the Loan Documents, the notices, requests or other communication:

- a. sent by fax shall be deemed to be delivered on the date of fax transmission, if sent before 4:00 pm on any Banking Day, in any other cases on the Banking Day following the date of sending,
- b. sent by e-mail (in cases when such method of delivery is agreed in the Loan Document) shall be deemed to be delivered on the date of sending the electronic mail, if sent before 4:00 pm on any Banking Day, in any other cases on the Banking Day following the date of sending,

- c. delivered by registered mail shall be deemed to be delivered on the third day following mailing thereof,
- d. delivered in person or by a courier service shall be deemed to be delivered at the moment of delivery. In case the delivery in person or by a courier service is not successful, the moment of delivery shall be deemed to be the third day after making the first attempt to deliver, and the attempt of delivery shall be proved by a declaration of the delivering person.

16.4. The Borrower, by signing the Loan Agreement and the Guarantor, by signing the Security Agreement, agrees that the Lender may make audio records of the phone discussions between the Borrower and the Lender or the Guarantor and the Lender and/or their employee, and may use such audio records as evidence proving any facts relating to the Loan Documents.

2.52. In the Loan Terms and Conditions Sections 17.1. and 17.2. are cancelled and replaced by new Sections 17.1. and 17.2. which read as follows:

17.1. Should any provision of the Loan Document be wholly or partially invalid or illegal or unenforceable, it shall have no effect on validity and enforceability of the remaining parts of the affected Agreement. In such case, the parties of the affected Loan Document shall be liable to replace the affected provisions by new provisions, which shall in the maximum extent possible correspond to the purpose intended by the affected provisions of the Loan Document. For this purpose, the Guarantor and/or the Borrower as a party to the affected Loan Document, shall provide to the Lender co-operation requested by it, within 30 days of receiving a Lender's notice.

17.2. Should, during the term of the Loan Document, any change occur in a generally valid legal regulation or cancellation of any existing and adoption of any new generally valid legal regulation (hereinafter referred to as „**adoption of a new legislation**”), to which and/or to the provision of which the Loan Document and/or the Loan Terms and Conditions refer, than such reference to the generally valid legal regulation shall apply to such generally valid legal regulation and/or a provision thereof, the contents, purpose or effects whereof are closest to the cancelled or modified

generally valid legal regulation and/or a provision thereof.

2.53. In the Loan Terms and Conditions Section in 17.4. the paragraph a. is cancelled and replaced by a new paragraph a. which reads as follows:

- a. improving or strengthening the Lender's position in enforcement of a decision, execution, bankruptcy, public preventive restructuring proceedings, non-public preventive restructuring proceedings or settlement and/or

2.54. In the Loan Terms and Conditions Section 17.6.1. is cancelled and replaced by a new Section 17.6.1. which reads as follows:

17.6.1. To the Borrower and/or the Guarantor which:

- a. has concluded with the Lender a Loan Document as a natural person not acting within his/her trading activity or business activity, the following provisions of the Loan Terms and Conditions shall not apply: the provisions of Section 8.1. paragraph a., 8.1. paragraph b., Section 8.1. paragraph e., 8.1. paragraph g., Section 8.2., Section 8.3. paragraphs a. to c., Section 8.3. paragraph f., Section 13.1. paragraph d., Section 13.1. paragraph g. subparagraphs (iii), (iv), (v), (vi), (vii) and (viii), Section 13.1. paragraph o., Section 13.1. paragraph p., Section 13.2. paragraph e., Section 13.2. paragraph f., Section 13.7., and Section 13.8. of the Loan Terms and Conditions;
- b. is a natural person private entrepreneur, the following provisions of the Loan Terms and Conditions shall not apply: Section 13.1. paragraph g. sub paragraphs (iii) and (iv), Section 13.1. paragraph o., and Section 13.1. paragraph p.

2.55. In the Loan Terms and Conditions Sections 17.7. to 17.10. are cancelled and replaced by new Sections 17.7. to 17.10. which read as follows:

17.7. Upon execution of the Loan Document, all understandings between the parties relating to the object and contents of the concluded Loan Document, made prior to execution of the Loan Document shall cease, notwithstanding whether all previous covenants are contained in the concluded Loan Document.

17.8. In case of dissolution of the Borrower and/or the Guarantor being a legal entity, and also in case of death of the Borrower and/or the Guarantor being a natural person or a natural person – private entrepreneur, the Borrower's and/or Guarantor's obligations to the Lender arising from the Loan Document cannot be transferred or conveyed, without Lender's prior written approval, to any person other than the person to which the Borrower's and/or Guarantor's rights and receivables to the Lender arising from the Loan Document are transferred or conveyed in connection with the event described above.

17.9. If the Loan Document is made in Slovak and in the foreign language simultaneously, the Slovak version of the Loan Document is the Loan Document shall prevail and the Loan Document in foreign language is just a translation of the Loan Document in Slovak language.

17.10. Subject to any modification of the relevant legal regulations, the Lender's business policy or decision, the Lender is authorised to change the scope of the provided products and services, and also the amount and scope of the fees and prices for the products and services in the Tariff of Fees, based on change of the existing or issuance of a new Tariff of Fees (hereinafter collectively referred to as the „**Change**“). The Change is published by the Lender together with the effective date thereof in its business premises and on its website or in any other appropriate way agreed with the Lender's client. Publication will be ensured by the Lender no later than two months prior to the effective date of the Change, unless stipulated in the Loan Documents otherwise. The Tariff of Fees is available in the Lender's business premises and/or on the Lender's website, either as a separate instrument or as a part of the Lender's „Pricelist of Services“. From the effective date of the Change, the mutual relations between the Lender and the Borrower, or the Lender and the Guarantor, arising from the Loan Documents, shall be governed by the changed or new Tariff of Fees.

2.56. In the Loan Terms and Conditions Section 17.13. is cancelled and replaced by a new Section 17.13. which reads as follows:

17.13. In case the Borrower or the Guarantor pays any amount owed under the Loan Document and:

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

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

2.57. In the Loan Terms and Conditions Section 17.17. is cancelled and replaced by a new Section 17.17. which reads as follows:

17.17. Under § 91, paragraph 1 of the Act on Banks, the Borrower and the Guarantor consent to provision and accessing the data on banking transactions concluded with the Lender (including the data obtained by the Lender when negotiating their conclusion), their security, payment discipline in terms of repaying the liabilities, for the purpose of assessing the ability to repay the loan in the scope and under the conditions set out in § 92a of the Act on Banks:

- to the provider of the common of joint 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**“),
- entities authorised to process the data in SRBI,
- 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 12 months from the date of submitting a request for conclusion of the Loan Agreement and in the case of the conclusion of the Loan Agreement, for the period stipulated in § 92a of the Act on Banks.

2.58. In the Loan Terms and Conditions new Sections 17.19. and 17.20. is added which read as follows:

17.19. The Lender (hereinafter referred to as the „**Original Lender**“) is authorized to assign the receivables and to transfer its rights to the Borrower and the Guarantor, arising from the Loan Documents or any part thereof (hereinafter referred to as the „**Assigned Receivables**“), even in the event that the Assigned Receivables are not due and payable or if, due to the assignment, the contents of the Assigned Receivables are changed. The Original Lender has the right according to the preceding sentence especially of the Original Lender claims the Assigned Receivables upon Transferee's request. By signing the Loan Document, the Borrower and the Guarantor grants its consent with such assignment of receivables and transfer of rights. Granting of the consent by the Borrower and the Guarantor according to this Section will be without prejudice to the Lender's right to assign or transfer the Assigned Receivables to a third person according to the generally binding legal regulations even without a Borrower's and Guarantor's consent.

17.20. By conclusion of:

- a. the Loan Document, the Borrower and/or Guarantor declare that the statute-barred period of each Lender's right arising from the Loan Document will be prolonged, and
- b. the Loan Agreement, the Borrower and/or Guarantor declare that the statute-barred period of each Lender's right arising from a notarial deed, specified in the Loan Agreement and executed in order to strengthen the enforceability of the Total Lender's Receivable will be prolonged,

Section

2.59. In the Loan Terms and Conditions Section 18.1. is cancelled and replaced by a new Section 18.1. which reads as follows:

18.1. Any covenants agreed in the Loan Document which shall differ from the Loan Terms and Conditions and the Account Agreement shall prevail. Any mutual relations between the Lender and the Borrower arising from, or connected with, the Loan Agreement, and any mutual rights of the Lender and the Guarantor arising from, or connected with, the Security Agreement, which are

not stipulated in the relevant agreement and the Loan Terms and Conditions, shall be regulated by the Lender's General Commercial Terms and Conditions, the Commercial Code, the Civil Code, and the other relevant legal regulations applicable on the territory of the Slovak Republic, in the given order. The Lender's General Commercial Terms and Conditions shall mean, for the purposes of this Section the Lender's General Commercial Terms and Conditions to which the Agreement refers. The Lender's General Commercial Terms and Conditions and the said legal regulations shall apply for regulation of the relations between the Lender and the Borrower and/or the Lender and the Guarantor only in case if

- a. application of the Lender's General Commercial Terms and Conditions was expressly agreed in the Loan Document, and
- b. such application thereof is not directly or indirectly excluded by the Loan Document and
- c. such application thereof is permitted by the nature of the affected provisions of the Loan Document.

2.60. In the Loan Terms and Conditions Section in 18.3.1. the paragraph a. is cancelled and replaced by a new paragraph a. which reads as follows:

- a. by an agreement between the Lender and the Borrower and/or the Lender and the Guarantor, which shall be confirmed by execution of a written addendum to the Loan Document, or

2.61. In the Loan Terms and Conditions Section 18.3.3 is cancelled and replaced by a new Section 18.3.3. which reads as follows:

18.3.1. If the Borrower and the Guarantor fail to notify the Lender on their disapproval with modification of the Loan Terms and Conditions no later than on the effective date of modification of the Loan Terms and Conditions, they shall be deemed to agree with such modification. From the date of expiry of the time period for expressing disapproval, the mutual relations between the Lender, the Borrower and the Guarantor shall be governed by the modified or replaced Loan Terms and Conditions.

2.62. In the Loan Terms and Conditions Sections 18.4. to 18.6. are cancelled and replaced by new Section 18.4. to 18.6. which read as follows:

- 18.4. The Borrower and the Guarantor agree that the Lender is authorised to provide the Information as well as a copy of any Loan Document:
- a. to the National Bank of Slovakia for the purpose and/or in connection with fulfilment of its obligations arising from the measures of the National Bank of Slovakia and from the generally valid legal regulations,
 - b. Guarantor, Borrower and a third person, whose obligation are secured under the Security Agreement,
 - c. to any legal person which:
 - (i) it holds any property interest in the Lender, or
 - (ii) in which the person meeting the condition set forth in subparagraph (i) of this paragraph c. holds a direct or indirect property interest, or
 - (iii) in which the Lender holds any direct or indirect property interest,
 - d. to its auditors, translators, external counsels (including legal counsels and experts providing the expert opinions on the price of immovable and movable assets), experts and rating agencies,
 - e. to any persons which enforce, on behalf of the Lender, payment of the Total Lender's Receivable or any part thereof and also to any persons with whom the Lender cooperates in this respect,
 - f. to the Transferee,
 - g. and for the case that the object of security of the Secured Receivable is a Guarantor's financial receivable to a third person, however, to such person only in the extent required for proving the establishment of the given security of the Secured Receivable,
 - h. to the persons who will pay or intend to pay the Secured Receivable or any part thereof to the Lender,
 - i. to the person maintaining the register of pledge and the members thereof, to a governmental body maintaining a special register, and to a governmental body acting as a land registry office,
 - j. to an auctioneer to whom the Lender has delivered or will deliver an application to realise a voluntary auction,
 - k. for the purposes of any court, arbitration, administrative or any other proceedings where the Lender is a party, in the extent limited to such proceedings,
 - l. to any person with whom the Lender will enter into an agreement on participation or an agreement named in any other way, under which the given person will participate in the risk of failure to pay any amount of the Total Lender's Receivable,
 - m. to any person with whom the Lender will enter into any agreement or with whom the Lender will start negotiations, in connection with Securitisation of the Lender's receivables or any Credit Derivatives in order to mitigate the credit risk,
 - n. to any person who provides to the Lender the services of management or archiving of contractual documentation, and to every person providing to the Lender the services of printing and distribution of correspondence,
 - o. in the event the Borrower and/or the Guarantor is a national or tax resident of the U.S.A. or the Lender discovers that the Borrower and/or the Guarantor is a national or tax resident of the U.S.A., to the tax authority and tax administrator in the U.S.A., together with the information requested from the Borrower and/or the Guarantor under the Loan Terms, in order to fulfil its obligations in respect of compliance with the international tax laws and in order to ensure exchange of tax information about the nationals and tax residents of the U.S.A. in connection with introduction of the FATCA Act (Foreign Account Tax Compliance Act). Each of the Borrower and the Guarantor acknowledges that the relevant information will be provided to the country which does not guarantee adequate level of personal data protection, and the consent with processing the provided personal data is irrevocable during performance of the purpose of processing, however, it may be revoked in case of proving that the personal data are processed contrary to the declared purpose,
 - p. any person, in favour of which the Lender intends to establish its security obligations by exercising any of its rights (including any of its assets) resulting from any Loan Document and any assignee of such rights.

Amendment No. 6 to the Loan Terms and Conditions was approved in Bratislava by the Credit Committee of Tatra banka, a.s., on 21.02.2025.