

Article I Initial Provisions

- 1.1. These Guarantee Terms and Conditions govern mutual rights and obligations of the Bank and the Client not regulated by the Framework Agreement, as well as mutual rights and obligations of the Bank and the Guarantor not regulated by the Security Agreement. The scope of regulation of the Guarantee Terms and Conditions is also determination of a section of the contents of the Guarantee Document.
- 1.2. By concluding of the respective Guarantee Document these Guarantee Terms and Conditions become part of such Guarantee Document. The Client and the Guarantor confirm by signing the respective Guarantee Document that they have taken the Guarantee Terms and Conditions, have been notified thereof and consent to the contents thereof in the scope determined by the Guarantee Document.
- 1.3. For purposes of the Guarantee Documents and the Guarantee Terms and Conditions the terms specified below shall be applied having the meaning as follows:
 - Bank** – Tatra banka, a.s., seated at Hodžovo námestie 3, 811 06 Bratislava 1, Company ID No: 00 686 930, registered in Commercial Register of Municipal Court Bratislava III, Sec.: Sa, Insert No. 71/B, as well as any other person who becomes the owner of the Total Bank´s Receivable or a portion thereof under the Guarantee Documents;
 - Banking Day** – means in connection with transactions executed in terms of the Framework Agreement every such day, except for a Saturday or a Sunday and public holidays in the Slovak Republic on which banks are open in the Slovak Republic;
 - Total Bank´s Receivable** – any individual and/or all current and future Bank´s Receivables towards the Client and/or the Guarantor specified below, and that:
 - Bank´s receivable, including accessory of the Receivable for repayment of financial means owed to the Bank, which arose under every Guarantee Document or in connection therewith (especially the receivable for repayment of the Advance Payment, Applied Amount, fees, Default Interests, contractual penalty and any other amounts owed to the Bank under the Guarantee Terms and Conditions),
 - Bank´s receivable which shall arise as a consequence of or in connection with a withdrawal from or a notice of the Framework Agreement,
 - Bank´s receivable for repayment of unauthorised overdraft in the Client´s Account and the Guarantor´s Account, which arose on the basis of or in connection with each Framework Agreement and/or Individual contract specified in the Security Agreement, along with accessory thereto,
 - Centre of Main Interests** – has the meaning set forth in Article 3 (1) of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings, as amended, or in any other generally binding legal regulation replacing the Regulation;
 - Foreign Currency** – other currency than EUR;
 - Full Payment Date** – in relation to the Total Bank´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;
 - EUR or euro** – legal currency in the Slovak Republic;
 - Guarantor** – every individual person and/or all persons who offer security of the Total Bank´s Receivable and/or its respective portion in favour of the Bank under the Security Agreements, and that including the Client, if security of the Total Bank´s Receivable or its respective portion is provided by the Client;
 - Information** – all of the following information:
 - a. Information of the matters related with the Client and the Guarantor as the Client of the Bank the Bank has maintained about the Client and the Guarantor in its information system, obtained it upon the execution of or in connection with the execution of banking activities and are not publicly accessible,
 - b. Information from the Guarantee Document and information the Bank obtained in connection with the conclusion of the Guarantee Document,
 - c. Information which are the object of the bank secret in connection with the conclusion of the Guarantee Document (notwithstanding the conclusion of the Guarantee Document), and
 - d. Information the Bank obtained from the Client or the Guarantor and which are the object of the bank secret;
 - Individual Guarantee** – any bank guarantee issued by the Bank in the form of a letter of guaranty in favour of the Beneficiary, and that especially under the Framework Agreement and under the Request;

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

Unified Guarantee Rules – unified rules for guarantees redeemable upon request and issued as a publication of the International Chamber of Commerce, specified in the Guarantee Document;

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

Correspondence Banks – all or any of the banks which execute any actions in connection with the issuance of the Individual Guarantee and/or the existence of the Individual Guarantee and/or the application of the Individual Guarantee, especially, however not exclusively, the advising banks, confirming banks, paying banks, etc.;

Credit Derivative for credit risk mitigation – means:

- a. Any Credit Derivative specified in § 104 a) and b) Decree of the National Bank of Slovakia 4/2007, as amended by latter changes, and
- b. Any other Credit Derivative for credit risk mitigation, as specified in letter a) of this definition with the same or similar effect;

Maximum Guarantee Amount – the amount of financial means determined by the Bank and specified in the Framework Agreement up to which the Client is entitled to ask the Bank for issuance of Individual Guarantees;

Assignee – every person:

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

Civil Code – Act No. 40/1964 Coll., as amended;

Commercial Code – Act No. 513/1991 Coll., as amended;

Beneficiary – every person entitled under the wording of the Individual Guarantee and after meeting the conditions specified in the wording of the Individual Guarantee to ask the Bank for repayment of the Guarantee Amount or a portion thereof;

Conditions for Issuance of Individual Guarantees – all suspensive conditions meeting whereof is required under the Guarantee Documents and the Guarantee Terms and Conditions for the establishment of the right of the Client to ask the Bank for the issuance of the Individual Guarantee;

Material Negative Effect – means any matter of fact which has or might have, according to Bank's consideration, substantial adverse effect:

- a. Upon business or financial situation of the Client, the Guarantor or upon their outlooks;
- b. Upon the ability of the Client or the Guarantor to perform their obligations under any of the Guarantee Documents to which they are a party; or
- c. Upon validity or enforceability of any of the Guarantee Documents;

Receivable from Guarantor's Account – receivable from the Guarantor's Account which arose in consequence of crediting payments executed in favour of the Guarantor's Account or by a cash deposit to the Guarantor's Account and also the Guarantor's Receivable from the Bank for crediting financial means in favour of the Guarantor's Account;

Receivable from Client's Account – receivable from the Client's Account which arose in consequence of crediting payments executed in favour of the Client's Account or by a cash deposit to the Client's Account and also the Client's Receivable from the Bank for crediting financial means in favour of the Client's Account;

Event of Default – any individual and also all facts which are specified in Clause 11.1. Guarantee Terms and Conditions or the Guarantee Documents as Event of Default, and that without the need for a separate examination or verification of this fact by the Bank, and that regardless of whether:

- a. It depends from the declaration of goodwill of the Client or the Guarantor,
- b. It arises on the part of the Client or the Guarantor,
- c. It arises as a consequence of action of the Client or the Guarantor, or
- d. The Client, the Guarantor or any other person had a possibility to affect the situation which caused the Event of Default;

Advance Payment – the amount of money which represents the sum of the Guarantee Amounts from the issued and payable Individual Guarantees;

Framework Agreement – the agreement concluded between the Bank and the Client under which the Client is entitled to ask the Bank for issuance of the Individual Guarantee, and under which the Bank shall issue the Individual Guarantee under the conditions specified in such agreement and in the Guarantee Terms and Conditions;

Tariff of Fees – is a document containing fees and prices products and services of the Bank;

Sanctions – means any economic, financial or commercial (or in any other way identified) sanctions or embargoes or any other restrictive measures resulting from the generally binding legal regulations or any decision, measure or regulation adopted by the Sanctions Authority, with the exception of sanctions that may not be complied with under the Council Regulation (EC) No 2271/96 of 22 November 1996 protecting against the effects of the extra-territorial application of legislation adopted by a third country, and actions based thereon or resulting therefrom, as amended, or any other generally binding legal regulation replacing it.

Sanctioned Person – means, with regard to any Sanction, a person which:

- a. is listed in the Sanctions List or (to the extent determined by the relevant Sanctions) owned or controlled by a person on the Sanctions List or (to the extent determined by the relevant Sanctions) by a person acting on behalf of any such persons,
- b. has its registered office or place of business in the state or territory affected by the Sanctions or is established under the laws of the state affected by the Sanctions or (to the extent determined by the relevant Sanctions) is owned or controlled by such person or (to the extent determined by the relevant Sanctions) is a person acting on behalf of any such person, or
- c. is otherwise subject of Sanctions.

Sanctions Authority – means any of the following:

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

Sanctions List – means:

- a. the list identified as “Specially Designated Nationals and Blocked Persons List” maintained by OFAC and the list of persons sanctioned by the US Department of State, as published in the federal register
 - b. the lists identified as “Consolidated List of Financial Sanctions Targets” and “Investment Ban List” maintained by HMT or
 - c. any similar list maintained by the United Nations Security Council or the European Union;
 - d. any similar list or document maintained by any Sanctions Authority,
- as amended, or any other list replacing them.

Securitisation – means:

- a. securitisation under Art. 4, Clause 1, paragraph 61 of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 as amended, or in any other generally binding legal regulation replacing the Regulation and
- b. any other tool to cover the credit risk, as set forth in paragraph (a) of this definition, with the same or similar effect;

Disputes – mean:

- a. Disputes which have arisen or shall arise between the Bank and the Client or the Guarantor from the Guarantee Document or in connection with the Guarantee Document, including disputes regarding its existence, validity and interpretation; and
- b. Disputes in connection with every blank bill delivered to the Bank under the Security Agreement and also disputes in connection with every bill which has become a regular bill in consequence of completion of the respective blank bill;

Guarantor’s Account – all current accounts, term accounts, term deposit accounts, passbooks and deposits maintained by the Bank for the Guarantor and also financial means entrusted by the Guarantor to the Bank which represent the obligation of the Bank towards the Guarantor for repayment thereof;

Client’s Account – current accounts, term accounts, term deposit accounts, passbooks and deposits maintained by the Bank for the Client and also financial means entrusted by the Client to the Bank which represent the obligation of the Bank towards the Client for repayment thereof;

Applied Amount – the amount of money the Bank is requested to repay by the Beneficiary in terms of and under the conditions specified in the Individual Guarantee, including latter amendments and addenda thereto;

Client's Representations – any individual and/or all representations of the Client specified in the Guarantee Terms and Conditions and in the Guarantee Document and provided by the Client to the Bank in connection with conclusion of any Guarantee Document or the Individual Guarantee and also every such representation of the Client considered as repeated under the Guarantee Terms and Conditions;

Guarantor's Representations – any or all representations of the Guarantor specified in the Guarantee Terms and Conditions and in the Guarantee Document and provided by the Guarantor to the Bank in connection with conclusion of any Guarantee Document or the Individual Guarantee and also every such representation of the Guarantor considered as repeated under the Guarantee Terms and Conditions;

Security Agreement – all and also every individual agreement, as amended by its amendments and addenda, concluded between the Bank and the Guarantor, or representation of the Guarantor, which are related with security of the Total Bank's Receivable or under which security of the Total Bank's Receivable is established in favour of the Bank, however especially those, which are determined as Security Agreement or documents or any actions, which secure the Total Bank's Receivable or any portion thereof;

Basic Terms – a part of the Framework Agreement specified as the "Basic Terms" in which basic features for issuance of the Individual Guarantees under the Framework Agreement are specified;

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

Guarantee Amount – the amount of money specified in the Individual Guarantee, while the Bank is obligated, up to the amount of the respective Guarantee Amount, under the conditions specified in the Individual Guarantee under the request of the Beneficiary to pay the respective amount to the Beneficiary;

Agreement – a contract or an agreement concluded between the Beneficiary and the Client or other legal title under which the Beneficiary incurs a receivable for repayment of the financial amount to the Client and/or the third party, while an Individual Guarantee shall be issued in favour of the Beneficiary for the purpose of security of the receivable of the Beneficiary;

Agreement on BBTB – means the Agreement on the provision of services through the **Business banking**^{TB} Electronic Banking System, as amended, concluded between:

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

Agreement on Account – means:

- a. Every agreement on current account, agreement on deposit account, agreement on deposit, agreement on personal numeric current account and also every other agreement on basis whereof the Bank maintains the Client's Account or the Guarantor's Account, and
- b. In relation to the particular Client's Account or Guarantor's Account, the agreement on current account, agreement on deposit account, agreement on deposit or other agreement on basis whereof the Bank maintains the Client's Account or the Guarantor's Account;

Request – a written Request of the Client for issuance of the Individual Guarantee or for change of the Individual Guarantee, in the wording acceptable by the Bank;

Guarantee Documents or **Guarantee Document** – means common labelling for the Individual Guarantee, the Framework Agreement, the Security Agreement, the Request, the reply of the Bank to the Request and its acceptance by the Client, Financial Covenants Terms and Conditions and every next document specified by the Bank and the document which forms the Guarantee Documents;

Guarantee Terms and Conditions – these Commercial Terms and Conditions of Tatra banka, a.s. for Guarantees as amended by latter addenda.

Financial Covenants Terms and Conditions – the document containing the terms and conditions and the Financial Covenants calculation method issued by the Bank, as amended;

Establishment – with regard to a certain person it means a place, where such person performs the economic activities using the human resources, goods and services, which are not performed temporarily only under Article 2, par. 10 of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings, as amended, or in any other generally binding legal regulation replacing the Regulation;

- 1.4. For purposes of the Guarantee Terms and Conditions and Guarantee Documents which refer to the Guarantee Terms and Conditions it applies that:
 - a. Definitions specified in the Guarantee Terms and Conditions shall be applied with the Guarantee Documents with the meaning specified in the Guarantee Terms and Conditions, unless the respective definitions in the Guarantee Documents bear other meaning or unless such utilisation is expressly excluded in the Guarantee Documents,

- b. Names of individual articles are utilised solely for a better orientation in the text,
- c. Definitions specified in the Guarantee Terms and Conditions shall be applied in the Guarantee Documents with the meaning specified in the Guarantee Terms and Conditions, and that regardless of whether they are specified with capital or small initial letter, except for the case when specified otherwise or unless otherwise suggested from the context,
- d. Definitions specified in the Guarantee Terms and Conditions shall be applied in the Guarantee Documents with the meaning specified in the Guarantee Terms and Conditions, and that regardless of whether they are specified in singular or plural, except for the case when specified otherwise,
- e. Definitions specified in the Guarantee Documents shall be applied for purposes of the Guarantee Terms and Conditions with the meaning they have been utilised with in the Guarantee Documents, unless expressly determined otherwise in the Guarantee Terms and Conditions,
- f. In case in any addendum of the Framework Agreement:
 - (i) The term “Framework Agreement” is used, it shall mean the Framework Agreement in relation whereto such addendum has been concluded, and that in the wording in which it has been amended and completed under all previous addenda and also in the wording in which it has been amended and completed under the concluded addendum, and
 - (ii) Any provision of the Framework Agreement is referred to, it shall mean the provision of the Framework Agreement in relation whereto such addendum has been concluded, and that in the wording in which it has been amended and completed under all previous addenda and also in the wording in which it has been amended and completed under the concluded addendum,
- g. In case in any addendum to other Guarantee Document than the Framework Agreement:
 - (i) The reference to the respective Guarantee Document to which such addendum is concluded is applied, (hereinafter referred to as the “**Respective Guarantee Document**”), it shall mean the Respective Guarantee Document in the wording in which it has been and completed under all previous addenda and also in the wording in which it has been amended and completed under the concluded addendum, and
 - (ii) Any provision of the Respective Guarantee Document is referred to, it shall mean the provision of the Guarantee Document Agreement in relation whereto such addendum has been concluded, and that in the wording in which it has been amended and completed under all previous addenda and also in the wording in which it has been amended and completed under the concluded addendum,
- h. any reference to a legal regulation in any Guarantee Document or in the Guarantee Terms and Conditions means a reference to the applicable legal regulations, as amended, or any other legal regulation replacing the original legal regulation.

Article II

Issuance of Individual Guarantees

- 2.1. Under the Request the Client is entitled to ask the Bank for:
 - a. Issuance of the Individual Guarantee
 - b. Change of the Individual Guarantee,and that in the manner specified in the Guarantee Documents and the Guarantee Terms and Conditions and up to the amount of the Maximum Guarantee Amount. The Bank is not obligated to issue or change the Individual Guarantee.
- 2.1.1. The Client is obligated to submit the Bank (if the Bank requests the Client to do so), along with the Request also the Agreement and other documents which, according to Bank’s consideration, are related with the Agreement or with the issuance of the Individual Guarantee. The Bank is entitled to ask the Client to submit the Agreement or any other document in its original wording or in an officially authenticated copy, and that on basis of its own consideration.
- 2.2. The Bank is entitled to submit the Client in a written reply to the Request a draft of the Individual Guarantee in a written reply to the Request and ask the Client for a confirmation of Client’s consent to the issuance of the Individual Guarantee in the wording submitted to the Client in the written reply to the Request or in other wording arranged between the Bank and the Client. The Client is obligated to confirm to the Bank, in the manner acceptable for the Bank, that the Client consents to the issuance of the Individual Guarantee in the wording submitted to the Client in the written reply to the Request, that the Client requests from the Bank the issuance of the Individual Guarantee in such wording and concurrently takes note of the consequences ensuing for the Client from such issued Individual Guarantee. The Bank is entitled to accept the Request even in the manner that the Bank shall issue the respective Individual Guarantee in compliance with the Request.

- 2.3. Each issued Individual Guarantee decreases the amount of the Maximum Guarantee Amount by the amount of the issued Individual Guarantee. The Maximum Guarantee Amount is determined in a revolving manner, which means that by every discharge of the obligation of the Bank to provide performance from the Individual Guarantee to the Beneficiary if the Client paid the Bank the Total Bank's Receivable which incurred under the Individual Guarantee, the current amount of the Maximum Guarantee Amount is increased by the Guarantee Amount of such Individual Guarantee within the scope of such discharged obligation, and that up to the amount of the Maximum Guarantee Amount specified in the Basic Terms.
- 2.4. For the needs of determination of the current value up to which it is possible to issue Individual Guarantees it applies that if the currency in which the amount of the Maximum Guarantee Amount is determined is different than the currency in which the Guarantee Amount is determined, the exchange rate determined and quoted by the Bank on the day of issuance of the Individual Guarantee shall be applied for the conversion of the currency in which the Maximum Guarantee Amount is determined to the currency in which the Guarantee Amount is determined.
- 2.5. In case the Individual Guarantee is issued for a definite period, it shall mean that the Individual Guarantee is issued in the period specified in the Individual Guarantee, while such a period commences as of the day when the Individual Guarantee has been issued, unless otherwise specified in the Individual Guarantee and shall expire:
- On the day specified in the Individual Guarantee or
 - On the day of expiration of the period for which the Individual Guarantee has been issued or
 - Upon delivery of a written declaration of the Beneficiary which waives the rights from the Individual Guarantee and shall not claim repayment of the Guarantee Amount from the Bank or
 - In the manner specified in the Individual Guarantee.
- 2.6. If the Individual Guarantee is issued for an indefinite period, it shall mean that the respective period commences upon the issuance of the Individual Guarantee, unless otherwise specified in the Individual Guarantee and shall expire:
- Upon the expiration of the notice period specified in Clause 2.7. herein or
 - Upon delivery of a written declaration of the Entitled Person to the Bank which waives the rights from the Individual Guarantee and shall not claim repayment of the Guarantee Amount from the Bank or
 - In the manner specified in the Individual Guarantee.
- 2.7. The Bank shall be entitled to withdraw from the Individual Guarantee in a written notification delivered to the Beneficiary and the Client with the notice period specified in the Individual Guarantee. In case the option of withdrawal is not specified along with the notice period in the Individual Guarantee it means that the Bank is not entitled to withdraw from the Individual Guarantee.

Article III

Fees, Costs and Compensations Connected with Framework Agreement and/or Individual Guarantee

- 3.1. In connection with the Guarantee Document the Client is obligated to pay the Bank fees, as stated in the Guarantee Documents, the Guarantee Terms and Conditions and the Tariff of Fees and the related fees of the Correspondence Banks. The amount of fees is specified in the Guarantee Documents or in the Tariff of Fees.
- 3.2. **Individual Guarantee Issuance Fee.** The Client is obligated to pay the Bank for the Individual Guarantee the Individual Guarantee Issuance Fee, which is calculated as of the day of the Individual Guarantee issuance until the last day of validity of the Individual Guarantee as a conjunction of the rate of the Individual Guarantee Issuance Fee and the Guarantee Amount (or in the manner specified in the Guarantee Document) and is payable always on the day and for the period determined in the Guarantee Document or in the Tariff of Fees.
- 3.3. **Processing Fee.** The Client is obligated to pay the Bank the Processing Fee for processing of the Request. The Client is obligated to pay the Bank the Processing Fee on the day when the Client accepts Bank's reply to the Request.
- 3.4. **Individual Guarantee Change Fee.** In case the Bank performs an action upon Client's request, which comprises a change of the Individual Guarantee, the Client shall be obligated to pay the Bank the Individual Guarantee Change Fee. The Client is obligated to pay an Individual Guarantee Change Fee on the day when the Bank issues the addendum to the Individual Guarantee.
- 3.5. **Management Fee for Provision of Maximum Guarantee Amount.** The Client is obligated to pay the Bank Management Fee for Provision of Maximum Guarantee Amount to the Bank. The Client is obligated to pay the Management Fee for Provision of Maximum Guarantee Amount to the Bank on the day of conclusion of the Framework Agreement.

- 3.6. **Request Cancellation Fee.** If the Client fails to deliver to the Bank its acceptance of the written reply of the Bank to the Request (along with the sent draft of the Individual Guarantee wording draft), up to 30 days as of the day when written reply of the Bank to the Request was delivered, the Client is obligated to pay the Bank the Request Cancellation Fee. The Client is obligated to pay the Request Cancellation Fee in such case on the 31st day after having been delivered the written reply of the Bank to the Request. After this period expires the Bank shall consider the respective Request of the Client as automatically cancelled.
- 3.7. The Bank and the Client have agreed that fees specified in Clauses 3.2 to 3.6. of this Article do not comprise any costs but only form Bank's repayment.
- 3.8. Provisions of the Guarantee Documents related with the fees take precedence over provisions of the Tariff of Fees, provided it contains the same fees.
- 3.9. The Client is obligated to pay the Bank any provably spent costs of external lawyers, external tax advisors and external accountants, interpreters, translators and other advisors selected by the Bank which shall be incurred by the Bank in connection with provision of services of these persons to the Bank and in connection with the Guarantee Documents and costs which shall be incurred by the Bank in connection with recovery of repayment of the Total Bank's Receivable and any costs incurred by the Bank or the amounts that the Bank is obliged to pay in respect of any Guarantee Document or guarantee issued under or in connection with the respective Individual Guarantee. The Client is obligated to pay the Bank the expenses and costs incurred by the Bank in connection with issuance of the extracts from the respective registers, and that in case the Client is obligated to deliver the respective extracts to the Bank pursuant to the Guarantee Terms and Conditions or Guarantee Documents. The Guarantor is obligated to pay the Bank the expenses and costs incurred to the Bank in connection with issuance of the extracts from the respective registers, and that in case the Guarantor is obligated to deliver the respective extracts to the Bank pursuant to the Guarantee Terms and Conditions or Guarantee Documents. The Guarantor is also obligated to pay the Bank all costs spent by the Bank for protection, maintenance and execution of security established in favour of the Bank pursuant to the Security Agreements.
- 3.10. Any fees and compensations under this Article are to be paid by the Client to Client's Account or to the account specified by the Bank. The Bank is entitled to debit from Client's Account the amount of any charge and compensation the Client is obligated to pay the Bank. Any fees and compensations under this Article are to be paid by the Guarantor to Guarantor's Account or to the account specified by the Bank. The Bank is entitled to debit from Guarantor's Account the amount of any charge and compensation the Guarantor is obligated to pay the Bank.
- 3.11. If the amount of any charge is specified with the complement of "p.a." in the Guarantee Document or in the Tariff of Fees it means that the respective fee is a repeated charge the Client is obligated to pay the Bank for the period during which the Client is obligated to pay the respective charge determined under the Guarantee Document of the Tariff of Fees. For the needs of calculation of such fee, the base of a regular year consists of 360 days (i.e. on basis of 365/360).

Article IV

Advance Payment and Applied Amount

- 4.1. The Bank and the Client have agreed that in case the Event of Default occurs, the Client shall be obligated to pay the Bank the Advance Payment up to 3 Banking Days as of the day when the Event of Default occurred.
- 4.2. If the Beneficiary prompts the Bank to pay the Guarantee Amount from the Individual Guarantee or a portion thereof and the Client had paid the Advance Payment to the Bank, the Bank shall use the Advance Payment for repayment of the Total Bank's Receivable which shall incur the Bank upon repayment of the Applied Amount to the Beneficiary.
- 4.3. If the Beneficiary fails to prompt the Bank to pay the Guarantee Amount from the Individual Guarantee or a portion thereof and the Client had paid the Advance Payment to the Bank, the Bank shall refund the Advance Payment to the Client (provided the Bank does not record any other non-paid receivable from the Client) by crediting in favour of any Client's account maintained by the Bank, and that on the Banking Day following the day when:
- The period of 10 Banking Days as of the day the Bank had been released from the obligation to pay the Guarantee Amount expired, and hence the obligation of the Bank to remit the Guarantee Amount to the Beneficiary ceased, or
 - The period of 10 Banking Days as of the day of termination of validity of the Individual Guarantee expired.
- If the Bank records any non-paid receivable from the Client the Bank is entitled to use the financial means which constitute the Advance Payment to meet these non-paid receivables, and that notwithstanding the maturity thereof.

- 4.4. If the Beneficiary prompts the Bank to pay the Guarantee Amount from the Individual Guarantee or a portion thereof and the Client failed to pay the Bank the Advance Payment, the Client shall be obligated, under a written notification of the Bank and in the period specified therein, to provide sufficient financial means in the Client's Account or in the account specified in the written notification of the Bank for remittance of the Applied Amount, eventually the Client is obligated to pay the Bank the financial means in the amount of the Applied Amount including all fees and costs related with the execution and the repayment of the Applied Amount to the Beneficiary, or related with the Individual Guarantee.
- 4.5. The Bank is entitled not to prompt the Client to repay the financial means under Clause 4.4. Guarantee Terms and Conditions in case the Client had provided, under the Security Agreement or other agreement concluded with the Bank sufficient amount of financial means for remittance of the sums specified in Clause 4.4. Guarantee Terms and Conditions under the Security Agreement and authorisation of the Bank to handle the financial means is not limited or forbidden. The Bank is entitled to use such financial means for remittance of the Total Bank's Receivable which shall incur the Bank upon payout of the Applied Amount along with other fees and costs. Other authorisations of the Bank ensuing from the Guarantee Documents are not affected by this provision.

Article V Default Interests

5.1. Default Interests

- 5.1.1. The Bank is entitled to request from the Client and/or the Guarantor payment of default interests from the amount of the Total Bank's Receivable (and the Client and/or the Guarantor covenants to pay it in such case), except for the default interests the Client and/or the Guarantor became late with (hereinafter referred to as the "**Outstanding Amount**"), and that commencing on the day when the default incurred.
- 5.1.2. A regular year consisting of 365 days shall be applied for calculation of the default interests. The default interests shall become payable on the earlier of the following days:
- a. On the day when the Bank executes the actions under Clause 6.2. herein intended for the payment of the default interests, or
 - b. On the day specified in the prompt of the Bank to the Client for the purpose of payment of the default interests.
- 5.1.3. The period which commences on the maturity day of the Outstanding Amount and ends on the day of payment of the Outstanding Amount shall be divided into several periods with a duration specified by the Bank while the first period shall commence on the maturity day of the Outstanding Amount and every next period shall commence on the last day of the immediately preceding period.
- 5.1.4. During each period specified in Clause 5.1.3. herein the Outstanding Amount shall bear interest according to the per annum default interest rate specified in the Guarantee Document for calculation of the default interests (hereinafter referred to as the "**Contractual Default Interest Rate**"). In relation to the Contractual Default Interest Rate the following shall apply:
- a. If legal regulations determine a maximum default interest rate which cannot be increased by an agreement of the parties (hereinafter referred to as the "**Legal Default Interest Rate**") in consequence whereof it would not be possible to apply the Contractual Default Interest Rate, the Legal default Interest Rate shall be applied for purposes of the Guarantee Documents, and that during the period when the Contractual Default Interest Rate cannot be applied,
 - b. The Contractual Default Interest Rate shall be applied for purposes of Guarantee Documents at all times, except for the case when it is not possible to apply it in consequence of the existence of the Legal Default Interest Rate.

Article VI Repayment of Total Bank's Receivable

- 6.1. The Client is obligated to repay the Total Bank's Receivable to the Client's Account specified in the Basic Terms. The Bank is entitled to specify other account for the Total Bank's Receivable repayment at any time by a notification sent to the Client, and that even the Bank's Account. The Bank is entitled to debit from Client's Account any amount the Client owes to the Bank under the Guarantee Documents and the Guarantee Terms and Conditions. The Bank is entitled to debit from the Guarantor's Account any amount the Guarantor owes to the Bank under the Guarantee Documents and the Guarantee Terms and Conditions.

6.2. Method of Total Bank's Receivable Payment

The payment of the Total Bank's Receivable shall be executed as follows:

- a. By debiting the payable portion of the Total Bank's Receivable from the Client's Account and/or from the Guarantor's Account by the Bank, and in case it is not possible by any reason whatsoever,
- b. By offsetting the Receivable from the Client's Account or any other receivable of the Client from the Bank against the payable Total Bank's Receivable or any portion thereof, and by offsetting the Receivable from the Guarantor's Account against the payable Total Bank's Receivable or any portion thereof. Subsequent delivery of a statement from the Client's Account or from the Guarantor's Account under which the execution of the respective offset shall be obvious shall be sufficient as a demonstration of the offset under this letter,
- c. By crediting the funds in the amount of the payable portion of the Total Bank's Receivable in favour of the account specified by the Bank provided the Bank makes use of its authorisation specified in Clause 6.1. herein.

6.3. Payment Day

The payment day of the Total Bank's Receivable or the respective portion thereof shall be considered the day when:

- a. The Bank debited the financial means in the amount of the payable Total Bank's Receivable or a payable portion thereof from the Client's Account or the Guarantor's Account, or
- b. The payable Total Bank's Receivable or the respective portion thereof has been offset against the Receivable from the Client's Account or any other receivable of the Client from the Bank or the Receivable from the Guarantor's Account, or
- c. In case the Bank makes use of its authorisation specified in Clause 6.1. herein, funds in the amount of the payable portion of the Total Bank's Receivable have been credited in favour of the Bank's Account.

6.4. If the maturity day of the Total Bank's Receivable or any portion thereof falls upon the 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 on the previous Banking Day (in case the following Banking Day is in the next calendar month).

6.5. The Client and/or the Guarantor are obligated to pay the Bank any portion of the Total Bank's receivable without decreasing it by any current or future deduction, tax or charge. In case the Client and/or the Guarantor shall be obligated, under valid legal regulations, to make any deduction or to pay any tax or charge from the amount being repaid, the Client and/or the Guarantor covenants to immediately pay the Bank such a deducted amount so that the amount paid to the Bank equals the amount the Bank would receive if the Client and/or the Guarantor had no duty to make a deduction, tax or charge. This provision shall be applied also in case the duty to make a deduction, tax or charge occurs on the part of the Bank.

6.6. Unauthorised Overdraft

6.6.1. In case there are no financial means in the Client's Account for repayment of the Total Bank's Receivable on the maturity day of any payable amount of the Total Bank's Receivable, the Bank shall be entitled, however not obligated, to meet the payable amount of the Total Bank's Receivable by debiting the Client's Account (hereinafter for the difference between the amount of such a payable Total Bank's Receivable and financial means in the Client's Account in the moment of repayment of the payable amount of the Total Bank's Receivable in the manner specified in this sentence referred to as the "**unauthorised overdraft**"). The Client is obligated to pay the unauthorised overdraft not later than by 5 days as of the day it occurred.

6.6.2. In consequence of the occurrence of the unauthorised overdraft the Bank is entitled to request from the Client, as of the day when the unauthorised overdraft occurred, repayment of the overdraft charge calculated under the rate specified for such charge in the Framework Agreement. In case no such rate is specified in the Framework Agreement, the rate specified by the Bank for interest bearing of the unauthorised overdraft in accounts of its clients in the currency of the Total Bank's Receivable shall be applied, quoted for this purpose on the website of the Bank (in the section related with interest rates for small enterprises, medium-size and large companies). Unless otherwise specified, the overdraft charge is payable on a monthly basis, and that depending on the exclusive determination by the bank on the last Banking Day or on the last Saturday of the respective month.

6.6.3. The Client is not entitled to request the repayment of the payable amount of the Total Bank's Receivable in the manner and form specified in this Clause 6.6.

6.7. The Bank is not obligated to accept the performance of the Total Bank's Receivable and no portion thereof, offered by a third party.

6.8. The Bank is entitled to claim the fulfilment of the obligation of the Guarantor ensuing from the Guarantee Documents and the Guarantee Terms and Conditions even without

- a. Prompting the Client to perform the Total Bank's Receivable, and/or
- b. Providing the Client with an appropriate period for the performance of the Total Bank's Receivable.

- 6.9. If the amount:
- a. Of financial means the Bank obtains for the purpose of repayment of the Total Bank 's Receivable, e.g. by debiting the Client 's Account,
 - b. Of financial means the Bank obtains as proceeds of security established under Security Agreements, or
 - c. Of financial means the Bank obtains under utilisation of the means for strengthening the enforceability of the Total Bank 's Receivable,
- Is not sufficient for the repayment of the payable amounts owed to the Bank, the Bank shall utilise such funds for the repayment of default interests and other outstanding portions of the Total Bank 's Receivable, and that in the order specified by the Bank at the time of such repayment. In case several payable receivables shall be owed to the Bank on such a repayment day, the Bank may decide the order of repayment of individual receivables.

Article VII Rights and Obligations of Bank, Client and Guarantor

- 7.1. The Client is obligated:
- a. To keep proper system of accounting, control information and cost management,
 - b. To duly pay taxes, customs duties, fees and other payments imposed by state,
 - c. To keep valid and effective all official and other permissions (trade license, certificates, rights connected with utilisation of trademark, commercial name, etc.) required for business activity of the Client,
 - d. To properly perform all obligations ensuing to the Client from obligations concluded with the Bank and with third parties,
 - e. In case of security of the Total Bank 's Receivable by mortgage the object whereof is the real property which belongs in the property of the client, to attach to the Income Tax Return, the Balance Sheet in full scope and the Profit and Loss account in full scope also the Annex to the financial statements in full scope where the Client specifies the commercial name of the Bank and also the amount of the Total Bank 's Receivable in Article III. – Additional Information for Balance Sheet and Profit and Loss Account, par. 4. – Information about Receivables and Obligations, section for the name of the object of the mortgage,
 - f. To notify the Bank of origination or occurrence of the Event of Default, and that immediately after the Client learns about the origination thereof,
 - g. To inform the Bank in writing of a change of facts which form the contents of Client 's Representations, and that by 10 days as of the day the Client learns about such change,
 - h. In case the company is a limited liability company or a joint stock company, to act as follows by 5 Banking Days as of the day the notice was delivered to the Bank:
 - (i) To notify the Bank in writing of the composition of partners or shareholders of the Client along with specification of the share of business shares of the Client in capital stock of the Client they own and the scope of their voting rights in the General Meeting of the Client,
 - (ii) To deliver to the Bank documents confirming the facts specified in par. (i) herein, e.g. extract from the list of shareholders,
 - (iii) To deliver to the Bank the currently valid wording of the memorandum of foundation, memorandum of association and by-laws of the Client,
 - i. To provide the Bank with all information regarding Client 's financial standing, Client 's business and also any other information requested by the Bank, including information which might be related, directly or indirectly, to the Guarantee Documents or to Client 's ability to fulfil its obligations under the Guarantee Documents, and that by 5 Banking Days after delivery of Bank 's request,
 - j. To pay the Bank under the Bank 's prompt and in the period specified therein and delivered to the Client the sum in the amount of the summary of amounts the Bank paid to the lenders of the Client in consequence of consideration of any Guarantee Document the Client is a party to as the opposed legal action,
 - k. To deliver to the Bank under the Bank 's prompt and in the period specified therein any documents and evidence requested by the Bank for the purpose of meeting the obligation under the legal regulations on protection against legalisation of income from criminal activities and verification whether the Client is a person with a special relationship with the Bank under the Act on Banks,
 - l. For purposes of meeting the obligations of the Bank in connection with the observance of tax laws and for provision of the exchange of tax information ensuing especially from:
 - (i) The international agreement concluded between the Slovak Republic and the United States of America (hereinafter referred to as the "USA") in connection with the improvement in the observance of international tax laws and the implementation of FATCA (Foreign Account Tax Compliance Act),
 - (ii) Any agreement concluded between the Slovak Republic and any country of the European Union (hereinafter referred to as the "EU"), the European Economic Area (hereinafter referred to as the

“EEA”) or the Organisation for Economic Co-operation and Development (hereinafter referred to as the “OECD”),

(iii) Any generally binding legal regulations, binding regulations, follow-ups or resolutions of the National Bank of Slovakia, the European Central bank or other competent authority,

Upon Bank’s prompt and in the period specified therein, to provide the Bank with information whether the Client is a citizen or a tax resident of the USA, a member country of the EU, the EEA or the OECD and to submit documents which prove this fact.

m. perform all its acts so that:

(i) it complies with and does not violate the Sanctions,

(ii) in order to repay the Total Bank’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 Bank would violate the Sanctions,

(iii) it would not sell goods or provide services to third parties if such sale of goods or provision of services is prohibited by Sanctions or as a result of which the Bank would violate Sanctions.

7.2. The Client is obligated to submit the Bank:

a. As at the last day of the calendar half year and calendar year:

(i) And also always by 30 days as of the execution of the change in the Commercial Register, the current extract from the Commercial Register but only in case the Client is recorded in the Commercial Register, and

(ii) If the Total Bank’s Receivable is secured by mortgage over the real property owned by the Client or over the co-ownership of the Client 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 under the Security Agreement,

b. By 100 days as of expiration of the respective period for which the below documents are set:

(i) If the Client is an entrepreneur, a copy of the tax return for income tax with a seal of the registry of the respective tax authority or with a report on acceptance of submission by the electronic registry of the tax administrator, and

(ii) Auditor reports if the Client is obligated to have his/her financial statements verified by auditor according to the respective legal regulations,

c. In the period by 60 days after the end of calendar quarter, the list of receivables and obligations after maturity and the respective accounting statements, i.e.

(i) Balance sheet and profit and loss account if the Client uses double-entry bookkeeping,

(ii) Statement of assets and liabilities and statement of income and expenses if the Client uses single-entry bookkeeping,

d. within the period of 30 days of the expiry of each calendar year and also always upon the Bank’s call addressed to the Client within the time limit specified in such call, all data, documents and information necessary for Bank’s care as an obliged entity under Act No. 297/2008 Coll., as amended,

While the Client allows Bank employees to verify the documents submitted to the Bank under letter b) and c) hereof.

7.3. If the Guarantor is a person different from the Client it applies that the Guarantor is obligated:

a. To submit the Bank, as at the last day of the calendar half year and calendar year:

(i) And also always by 30 days as of the execution of the change in the Commercial Register, the current extract from the Commercial Register but only in case the Client is recorded in the Commercial Register, and

(ii) If the Total Bank’s Receivable is secured by mortgage over the real property owned by the Client or over the co-ownership of the Client 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 under the Security Agreement,

b. To submit the Bank upon Bank’s prompt addressed to the Guarantor and in the period specified in such a prompt:

(i) If the Guarantor is an entrepreneur, a copy of the tax return for income tax with a seal of the registry of the respective tax authority or with a report on acceptance of submission by the electronic registry of the tax administrator, and

(ii) Auditor reports if the Guarantor is obligated to have his/her financial statements verified by auditor according to the respective legal regulations,

c. To submit the Bank upon Bank’s prompt addressed to the Guarantor and in the period specified in such prompt the respective accounting statements, i.e.

(i) Balance sheet and profit and loss account if the Guarantor uses double-entry bookkeeping,

- (ii) Statement of assets and liabilities and statement of income and expenses if the Guarantor uses single-entry bookkeeping,
 - d. In case it is a joint-stock company, to notify the Bank in writing by 5 Banking Days as of the day the Bank's prompt is delivered of the composition of partners or shareholders of the Guarantor along with specification of the share of business shares of the Guarantor in capital stock of the Guarantor they own and the scope of their voting rights in the General Meeting of the Guarantor,
 - e. To allow Bank employees verification of documents submitted to the Bank under letter b) and c) of this Clause,
 - f. To provide the Bank upon Bank's request addressed to the Guarantor and in the period specified in such a request with all information regarding Guarantor's financial standing, Guarantor's business and also any other information requested by the Bank, including information which might be related, directly or indirectly, to the Guarantee Documents or to Guarantor's ability to fulfil its obligations under the Guarantee Documents, and that by 5 Banking Days after delivery of Bank's request,
 - g. To pay the Bank under the Bank's prompt and in the period specified therein and delivered to the Guarantor the sum in the amount of the summary of amounts the Bank paid to the lenders of the Guarantor in consequence of consideration of any Guarantee Document the Guarantor is a party to as the opposed legal action,
 - h. To deliver to the Bank under the Bank's prompt and in the period specified therein any documents and evidence requested by the Bank for the purpose of meeting the obligation under the legal regulations on protection against legalisation of income from criminal activities and verification whether the Guarantor is a person with a special relationship with the Bank under the Act on Banks,
 - i. For purposes of meeting the obligations of the Bank in connection with the observance of tax laws and for provision of the exchange of tax information ensuing especially from:
 - (i) The international agreement concluded between the Slovak Republic and the USA in connection with the improvement in the observance of international tax laws and the implementation of FATCA (Foreign Account Tax Compliance Act),
 - (ii) Any agreement concluded between the Slovak Republic and any country of the European Union, the European Economic Area or the OECD,
 - (iii) Any generally binding legal regulations, binding regulations, follow-ups or resolutions of the National Bank of Slovakia, the European Central bank or other competent authority,
 Upon Bank's prompt and in the period specified therein, to provide the Bank with information whether the Guarantor is a citizen or a tax resident of the USA, a member country of the EU, the EEA or the OECD and to submit documents which prove this fact.
 - j. within the period of 30 days of the expiry of each calendar year and also always upon the Bank's call addressed to the Guarantor within the time limit specified in such call, all data, documents and information necessary for Bank's care as an obliged entity under Act No. 297/2008 Coll., as amended.
 - k. perform all its acts so that:
 - (i) it complies with and does not violate the Sanctions,
 - (ii) in order to repay the Total Bank'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 Bank would violate the Sanctions,
 - (iii) it would not sell goods or provide services to third parties if such sale of goods or provision of services is prohibited by Sanctions or as a result of which the Bank would violate Sanctions.
 - l. To duly pay taxes, customs duties, fees and other payments imposed by state.
- 7.4. If provisions of the Guarantee Terms and Conditions does not relate to the Guarantor, the Client is obligated to submit the Bank by 30 days as of the day the written prompt of the Bank was delivered the documents which the Guarantor would otherwise be obligated to submit the Bank under Clause 7.3. herein if the Guarantee Terms and Conditions would relate to the Guarantor.
- 7.5. The Client may not execute the following without prior written consent of the Bank:
- a. To execute no substantial changes in its property (real property, furniture, receivables, etc.) by mortgage, sale, gift, transfer, lease, etc. unless otherwise specified in the Guarantee Document;
 - 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 Bank;
 - c. To use alternative forms of financing (factoring, leasing, etc.) unless otherwise specified in the Guarantee Document;
 - d. To covenant to any third party until the Full Repayment Day in such manner that security of the receivable of the third party or enforceability of its receivable would be more favourable than security and enforceability of the Total Bank's Receivable.

- 7.6. If the Client fails to pay the Total Bank's Receivable or any portion thereof at the time specified under the Guarantee Documents, the Bank shall be entitled to execute the securities ensuing from the Security Agreement and to use the means to strengthen enforceability of the Total Bank's Receivable, and that all in once or in any order whatsoever. In case there are several securities the Bank is entitled to execute any of them. In case the proceeds upon the execution of securities and utilisation of the means to strengthen enforceability of the Total Bank's Receivable exceeds the amount of the Total Bank's Receivable, the Bank shall be obligated to refund the difference to the party from the assets of which the Bank had acquired such excess. The parties change § 334 Commercial Code in the manner specified in this Clause.
- 7.7. The Bank is entitled to rely on the fact that all transactions it shall execute in connection with and/or under:
- The Guarantee Document with the Client shall be executed by the Client to Client's own account, and also on the fact that the Client shall utilise Client's own funds for the repayment of the Total Bank's Receivable; and
 - The Security Agreement with the Guarantor shall be executed by the Guarantor to Guarantor's own account, and also on the fact that the Guarantor shall utilise Guarantor's own funds for the repayment of the Total Bank's Receivable.
- 7.8. The right of the Bank to rely on the facts stated in Clause 7.7. herein applies until the moment the Client and/or Guarantor notifies the Bank in writing that they execute the above transactions in the account of a third party and/or that the funds determined for the repayment of the Total Bank's Receivable are owned by other party. In such case the Client or the Guarantor is obligated to submit the Bank with the respective notification also:
- The representation in which the Client/the Guarantor is obligated to specify name, surname, birth registration number or date of birth and permanent residence address of the natural person or name, seat and identification number of the legal entity, if assigned, which owns the funds and to the account of which the transaction is made; and
 - A written consent of the affected person to utilisation of its funds for the executed transaction and to the execution of the respective transaction to its account.
- 7.9. The Bank and the Client have agreed as follows:
- The Bank is allowed to raise only those objections against the Beneficiary, which are specified in the Individual Guarantee, while in case there are no objections specified in the Individual Guarantee, it is deemed that the Client reported no objections against the Beneficiary to the Bank. If the Client reports objections against the Beneficiary to the Bank, these must be made in writing and must be delivered to the Bank prior to the issuance of the Individual Guarantee. Even in case the conditions specified in the previous sentence are met, the Bank is not obligated to specify these objections in the Individual Guarantee and hence is not obligated to raise them against the Beneficiary. If the Client reports objections against the Beneficiary to the Bank and these objections shall be specified in the Individual Guarantee, the Bank shall not be liable to the Client for any damage incurred upon non-application of objections against the Beneficiary or upon insufficient raising of objections against the Beneficiary and the Client is not entitled to raise these objections against the Bank;
 - The Bank is not liable for damage the Client incurs upon performance of the Guarantee Amount from the Individual Guarantee in favour of the Beneficiary if the Beneficiary was not entitled to such performance towards the Client. This also applies in case the Bank performs the Guarantee Amount from the Individual Guarantee in favour of the Beneficiary Bank if the legal action under which the right to performance of the Beneficiary towards the Client incurred became invalid, ineffective or ceased;
 - The Bank only knows those interests of the Client which the Client reported to the Bank in the Request. The Bank reports to the Client the circumstances which the Bank learned upon the issuance of Individual Guarantees provided the Client asks for it in writing and provided it is not in conflict with the Act on Banks or with other legal regulations;
 - The Client is obligated, along with sending the Request, to deliver the Bank all things and information which are required for the issuance of Individual Guarantees so that the Bank could proceed upon the issuance with proper care and that also when the nature of these things or information suggest that they should be procured by the Bank;
 - The Bank is not obligated to deliver the Client the things taken from the Client or from third parties upon the issuance of Individual Guarantees. The Bank is not liable for damage in these things and in the things taken from third parties upon the issuance of Individual Guarantees;
 - Provisions of the Commercial Code on the mandate contract which govern the notice of the mandate contract shall not be applied to the relationship between the Bank and the Client;
 - The Bank is entitled to issue also the Individual Guarantee which ensures the performance of a future obligation or an obligation the occurrence of which depends on performance of a condition;
 - The Client agrees that the Bank be entitled to ask the Beneficiary for provision of all information and documents related with the Individual Guarantee or the Agreement or the performances which are to be provided under the Individual Guarantee or the Agreement;

- i. The Bank is entitled to perform the Individual Guarantee even without prior notification of the Client. The Bank is not liable for damage which incurs the Client from the performance of the Individual Guarantee and without prior notification of the Client and the Client is not entitled to raise objections towards the Bank against the Beneficiary;
 - j. If the Beneficiary asked the Bank for the performance of the Individual Guarantee and all of the conditions specified in such Individual Guarantee were not met the Bank shall be entitled to waive the performance of a certain condition and perform such Individual Guarantee, if the purpose pursued by such Individual Guarantee was performed under responsible discretion of the Bank.
 - k. the Bank shall not pay under the Individual Guarantee if the Bank would breach the Sanctions by such payment or such payment would result in the Bank being exposed to Sanctions.
- 7.10. If an Individual Guarantee is issued upon Client ´s request under other law than the law of the Slovak Republic, the Client represents that:
- a. The Client is fully aware of rights and obligations which ensue from such Individual Guarantee and
 - b. The Client shall notify the Bank without undue delay prior to the issuance of the Individual Guarantee of rights and obligations which ensue the Bank from such Individual Guarantee.

Article VIII

Client ´s and Guarantor ´s Representations

8.1. Client ´s Representations

- 8.1.1. The Client makes representations towards the Bank contained in the Guarantee Terms and Conditions and the Guarantee Documents regarding certain significant facts for the Bank which determine the decision of the Bank on the issuance of bank guarantees as well as consideration of the performance of the conditions specified in the Guarantee Documents and also the conditions of the respective legal regulations in the SR which govern especially business of the Bank and issuance of bank guarantees.
- 8.1.2. All Client's Representations are deemed to be repeated by the Client always from the date the Framework Agreement is concluded always as of the first day of the calendar month, as of the delivery of the Request to the Bank and as of the date any Guarantee Document is signed by the Client, including any amendment to any Guarantee Document signed by the Client until Full Payment Date.
- 8.1.3. For purposes of the Guarantee Documents the Client represents that:
 - a. No third party claims from the Client repayment of such a receivable and/or holds such a judicial proceeding against the Client or the object of security of the Total Bank ´s Receivable in consequence whereof the ability of the Client to repay the Total Bank ´s Receivable or the ownership regarding the object of the Total Bank ´s Receivable specified in the Security Agreement concluded with the Client could be jeopardized,
 - b. The Client is in no such non-performance or breach of any of the agreements in which the Client is a party or which is binding for the Client if such non-performance or breach could jeopardize the ability of the Client to repay the Total Bank ´s Receivable or the ownership regarding the object of the Total Bank ´s Receivable specified in the Security Agreement concluded with the Client,
 - c. The Client is legally competent and authorised to sign the Guarantee Document, to execute rights and to perform obligations ensuing from the Guarantee Document and no circumstance has occurred or lasts that would prevent the Client or its authorised representatives from valid conclusion or signing of the Guarantee Document,
 - d. No consent, permission or statement of any authority of the Client in terms of internal documents of the Client or other third party under generally binding legal regulations is required for conclusion or signing of the Guarantee Document by the Client, for execution of Client ´s rights and for performance of Client ´s obligations from the Guarantee Document, and if such consent, permission or statement is required, it has been granted (except for permissions, consents, approvals and statements submission whereof to the Bank forms a prerequisite for the issuance of the Individual Guarantee),
 - e. The Centre of Client ´s Main Interests is identical with the seat of the Client,
 - f. has not and does not violate any of the Sanctions,
 - g. is not a Sanctioned Person or a member of its executive body or its any other body is not a Sanctioned Person,
 - h. is not a party to any transaction or other action that may result in becoming a Sanctioned Person.

8.2. Guarantor ´s Representations

- 8.2.1. The Guarantor makes representations towards the Bank contained in the Guarantee Terms and Conditions and the Guarantee Documents regarding certain significant facts for the Bank which determine the decision

of the Bank on the issuance of bank guarantees as well as consideration of the performance of the conditions specified in the Guarantee Documents and also the conditions of the respective legal regulations in the SR which govern especially business of the Bank and issuance of bank guarantees

- 8.2.2. All Guarantor's Representations are deemed to be repeated by the Guarantor always from the date the Guarantee Document, to which the Guarantor is a party, is concluded always as of the first day of the calendar month, as of the delivery of the Request to the Bank and as of the date any Guarantee Document is signed by the Guarantor, including signature of any amendment to any Guarantee Document, until Full Payment Date.
- 8.2.3. For purposes of the Guarantee Documents the Guarantor (if the Guarantor is different than the Client) represents that:
- a. no third party claims from the Guarantor repayment of such a receivable and/or holds such a judicial proceeding against the Guarantor or the object of security of the Total Bank's Receivable in consequence whereof the ability of the Guarantor to repay the Total Bank's Receivable, if the Guarantor covenanted thereto under the Guarantee Document, or the ownership regarding the object of the Total Bank's Receivable specified in the Security Agreement concluded with the Guarantor could be jeopardized,
 - b. the Guarantor is in no such non-performance or breach of any of the agreements in which the Guarantor is a party or which is binding for the Guarantor if such non-performance or breach could jeopardize the ability of the Guarantor to repay the Total Bank's Receivable, if the Guarantor covenanted thereto under the Guarantee Document, or the ownership regarding the object of the Total Bank's Receivable specified in the Security Agreement concluded with the Guarantor,
 - c. the Guarantor has a legal power and authority to sign the Guarantee Document, to execute rights and to perform obligations ensuing from the Guarantee Document and no circumstance has occurred or lasts that would prevent the Guarantor or its authorised representatives from valid conclusion or signing of the Guarantee Document,
 - d. no consent, permission or statement of any authority of the Guarantor in terms of internal documents of the Guarantor or other third party under generally binding legal regulations is required for conclusion or signing of the Guarantee Document by the Guarantor, for execution of Guarantor's rights and for performance of Guarantor's obligations from the Guarantee Document, and if such consent, permission or statement is required, it has been granted (except for permissions, consents, approvals and statements submission whereof to the Bank forms a prerequisite for the issuance of the Individual Guarantee),
 - e. the Centre of Guarantor's Main Interests is identical with the seat of the Guarantor,
 - f. has not and does not violate any of the Sanctions,
 - g. is not a Sanctioned Person or a member of its executive body or its any other body is not a Sanctioned Person,
 - h. is not a party to any transaction or other action that may result in becoming a Sanctioned Person.

Article IX

Security of Total Bank's Receivable

9.1. Security Agreement by Assignment of Receivable

If security of the Total Bank's Receivable is a security assignment of the financial receivable, the relationship between the Bank and the Guarantor who provides the Bank with such security is governed by provisions of this Clause 9.1. By referring the agreement on assignment of the receivable concluded between the Bank and the Guarantor to the Guarantee Terms and Conditions the provisions of this Clause 9.1. become part of the contents of the agreement on assignment of the receivable.

- 9.1.1. Under the agreement on security assignment, the Bank does not undertake any obligations or duties of the Guarantor which the Guarantor had if it had been a proper owner of the Financial Receivable, including eventual tax obligations. The Guarantor shall perform these obligations independently and cover the obligations, if any such are or will be, at its own expenses during the entire duration of the agreement on security assignment. If the Bank incurred any financial obligations or duties in connection with the security assignment and have been covered, the Guarantor shall be obligated to cover these to the Bank. The Guarantor bears all justified costs connected with the security assignment except for the internal costs of the Bank.
- 9.1.2. The Bank and Guarantor have agreed that the Financial Receivable from the account shall not cease after it is assigned to the Bank under the Agreement on Security Assignment.

9.2. Insurance of Property

- 9.2.1. If:
- a. The Guarantor declares in the Security Agreement that it submitted the insurance contract to the Bank upon its conclusion, or
 - b. The Guarantor covenanted in the Security Agreement to submit the insurance contract to the Bank in a certain period,

Provisions of this Clause 9.2. shall apply for purposes of the respective Security Agreement. By referring the Guarantee Terms and Conditions in the Security Agreement the provisions of this Clause 9.2. become part of the contents of the respective Security Agreement.

- 9.2.2. If this Clause 9.2. is applied for purposes of the respective Security Agreement, the Guarantor shall be obligated to submit the Bank the valid and effective insurance contract for the object of security on the day specified in the respective Security Agreement (e.g. object of mortgage), however always except for lands, and that for purpose of insurance against risks of natural disasters and fire and also for case of damage, destruction as well as culpable conduct (hereinafter referred to as the “**insurance contract**”). The insurer can only be an insurance company authorised to operate in the territory of the Slovak Republic, acceptable by the Bank. The insured sum under the insurance contract must be at least in the amount acceptable by the Bank.

- 9.2.3. The insurance contract must contain the insurance company obligation:
- a. To notify the Bank in writing of non-payment of insurance premium in the arranged amount and time at latest by 10 days as of the day the insured person became late with repayment of the insurance premium under the insurance contract, and
 - b. To notify the Bank in writing 10 days in advance of the insurance premium credit, and
 - c. Not to change or cancel the insurance contract without prior written consent of the Bank, and
 - d. To notify the Bank in writing of the insurance contract termination, not later than 10 days as of the day this circumstance occurred,

Or other obligations set forth in the respective annex to the Security Agreement.

If the insurance contract submitted by the Guarantor to the Bank upon conclusion of the respective Security Agreement does not meet the above stated conditions, the Guarantor shall be obligated to suggest the insurance company to change the insurance contract in the form and with the contents set forth in the respective annex to the respective Security Agreement. Conditions specified in this Clause must be met by all insurance contracts which shall be concluded during the term of security established under the respective Security Agreement for the purpose of insurance of the object of security.

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

- 9.2.5. The Guarantor is obligated to keep the insurance contract valid, to perform its obligations ensuing therefrom and to observe the conditions specified therein, especially the Guarantor is obligated to pay insurance premium duly and in time, and that until the day of discharge of the security established under the respective Security Agreement. If the insurance contract terminates before this date, the Guarantor shall be obligated to submit and deliver the Bank, by 5 days as of the day of termination of the insurance contract, a copy of the new insurance contract which meets all conditions specified in the respective Security Agreement and the Guarantee Terms and Conditions. The Bank is entitled, however not obligated, to cover the insurance company the outstanding insurance premium the payment whereof got delayed by the Guarantor, however, only if the remittance of the respective insurance premium is inevitable with regard to interests of the Bank. The Guarantor is not entitled to claim remittance of the insurance premium from the Bank. The Bank is entitled at any time to debit from the Guarantor’s Account:

- (i) The sum in the amount of the outstanding insurance premium and to pay the outstanding insurance premium from such funds, or
 - (ii) The sum of funds the Bank remitted to the insurance company as the outstanding insurance premium.
- The Bank shall notify the Guarantor of repayment of the outstanding insurance premium from the funds debited from the Guarantor’s Account by means of the statement from the Guarantor’s Account. The Bank shall not be liable for any consequences which shall arise to the Guarantor in consequence of the respective repayment of the outstanding insurance premium, especially if the Guarantor executed remittance of such outstanding insurance premium simultaneously or anytime later. The Guarantor covenants to pay the Bank all costs incurred the Bank in connection with remittance of the outstanding insurance premium, including the sum of funds spent by the Bank for remittance of the outstanding insurance premium, and that on the day such costs incurred the Bank or when they became payable (depending on what happened earlier).

- 9.2.6. Notwithstanding other authorisations of the Bank, if no insurance contract under the Guarantee Documents is submitted to the Bank, the Bank shall be entitled, however not obligated, to conclude in its own name and for the account of the Guarantor or in the name and to the account of the Guarantor the insurance contract for the purpose of insurance of the object of security. The Bank is likewise entitled, however not obligated, to act as a policy holder to the Guarantor's Account. The Guarantor is obligated to provide the Bank the requested collaboration necessary for the respective insurance of the Guarantor's property. The Guarantor covenants to pay the Bank all costs incurred to the Bank in this manner, including remittance of insurance premium on the day such costs incurred to the Bank or when they became payable (depending on what happened earlier).
- 9.3. **Agreement on Mortgage**
- 9.3.1. If the Guarantor establishes upon the Security Agreement in favour of the Bank any mortgage, provisions of Clause 9.3. shall also apply for purposes of the respective Security Agreement. By referring the Guarantee Terms and Conditions in the Security Agreement the provisions of this Clause 9.3. become part of the contents of the respective Security Agreement.
- 9.3.2. If a building under construction is the object of the mortgage established in favour of the Bank under the respective Security Agreement, the Guarantor is obligated:
- a. To provide by 30 days as of the day when the occupancy permit decision for the building was granted, a change in the record of the mortgage in favour of the Bank in the respective certificate of ownership so that it is obvious from this record that the object of the mortgage in favour of the Bank is the building with the valid occupancy permit decision. For purpose of proving the performance of this obligation the Guarantor is obligated to submit the Bank the extract from the respective certificate of ownership and that without undue delay after the performance;
 - b. In case a change occurs in the building during the construction in the extent that completion of the construction would lead to creation of a different real property than the real property which would be created upon completion of the building in construction mortgaged in favour of the Bank, to notify this fact without undue delay to the Bank, and that by 10 days as of the day of delivery of Bank's prompt to conclude with the Guarantor the agreement on mortgage the scope whereof shall be the establishment of mortgage over the new building in favour of the Bank. Upon closing of the respective agreement on mortgage the Guarantor is obligated to submit the Bank the documents requested from the Guarantor which are required for specification of the scope of the mortgage and the establishment of mortgage.
- 9.3.3. Every object of the mortgage is considered as a separate security under the Civil Code. The Bank is entitled to claim satisfaction of the Total Bank's Receivable from any object of the mortgage or from all objects of the mortgage upon the execution of the mortgage under the Security Agreement.
- 9.3.4. If the proceeds from the execution of the mortgage is in other currency than the currency of the Total Bank's Receivable, the Bank shall convert these funds into the currency of the Total Bank's Receivable, and that up to the amount required for repayment of the Total Bank's Receivable. The respective conversion shall be executed under the exchange rate quoted by the Bank and valid on the day of repayment of the proceeds to the Bank. Provision of Clause 12.2. Guarantee Terms and Conditions shall be appropriately applied for this purpose while the currency of the Client's Account shall be the currency in which the proceeds were paid out.
- 9.4. The Bank is entitled to ask from the Client or the Guarantor for an addition to or an increase of the value of the provided security or for provision of another security in case the Bank considers or finds out that:
- a. The value of security provided under the Security Agreements or the object of the respective security decreased, and that compared to the price at which the same or comparable object of security is usually sold under comparable conditions at the time of occurrence of the respective security and the place where the object of security is present at the time of the occurrence of the security (if applicable), or
 - b. The respective security was damaged or discharged.
- 9.5. Securities of receivables provided by the Guarantor in favour of the Bank even without the explicit modification in the Security Agreements is provided by all past, present and future receivables of the Bank from the same Client. The security relates also to such receivables of the Bank, even without the explicit modification, which have occurred from the Client from a contract relationship which becomes invalid or it is revealed that it was concluded in an invalid manner.
- 9.6. The Guarantor is obligated to care for protection and maintenance of the object of security of the Total Bank's Receivable. The Guarantor is also obligated to notify the Bank without undue delay of a change in the value of security of the Total Bank's Receivable.
- 9.7. The Guarantor is obligated to complete upon Bank's prompt and in the period specified therein the security of the Total Bank's Receivable in the manner requested by the Bank in such prompt in case the Bank responsibly considers that a circumstance occurred which significantly reduced the security of the Total Bank's Receivable.

Article X Illegality

- 10.1. If performance of the Bank's commitments under the Guarantee Documents or any issuance of Individual Guarantees or remaining in the contractual relationship established by the Guarantee Document is in contradiction with the legal regulations binding on the Bank or this would result in that the Bank violates the Sanctions, the Bank shall be entitled to exercise any and/or all its authorisations set forth in Clause 11.2. of the Guarantee Terms and Conditions (regardless of the wording of Clause 11.2. of the Guarantee Terms and Conditions) and the Client and Guarantor must perform all obligations resulting from them.
- 10.2. For purposes of Clause 10.1, the legal regulation binding on the Bank is any generally binding legal regulation or any binding directive or resolution addressed to banks (generally) or to the Bank directly, issued by the authorised authority, in particular issued by the European Central Bank and mainly any directive of the European Union and especially any directive of the National Bank of Slovakia which govern the rules for position of banks, their activities, cautious business activities, rules for elimination of collection of bank assets for other subjects, eliminations for non-secured foreign exchange positions of banks, rules of bank liquidity and capital adequacy

Article XI Event of Default

- 11.1. The Event of Default is any of the following facts:
- a. The Client is more than 3 days in delay with repayment of the Total Bank's Receivable or a portion thereof;
 - b. Occurrence of unauthorised overdraft in the Client's Account which lasts more than 10 days;
 - c. In relation to the Client or the Guarantor:
 - (i) delivery of a petition for initiating bankruptcy proceedings (or any other proceedings having similar effect or purpose) in respect of the assets of the Client or the Guarantor with the court under the applicable legal regulations, or
 - (ii) authorization for the trustee to prepare a restructuring opinion in respect of the assets of the Client or the Guarantor under the applicable legal regulations or
 - (iii) commencement of public preventive restructuring proceedings or non-public preventive restructuring proceedings or
 - (iv) commencement of any proceedings having similar effect or purpose as the restructuring proceedings or public preventive restructuring proceedings or non-public preventive restructuring proceedings;
 - d. The respective authorities of the company adopted a resolution on liquidation of the Client or the Guarantor in relation to the Client or the Guarantor, provided legal regulations allow liquidation of the Client or the Guarantor;
 - e. Commencement of execution proceedings or tax execution proceedings or execution of a decision towards the Client or the Guarantor as the obligated party;
 - f. Occurrence of enforcement title, e.g. statement of outstanding payments in connection with non-performance of payments imposed by law by the Client or the Guarantor (e.g. payment of taxes, customs duties, levies);
 - g. without a Bank's prior written consent:
 - (i) the Client shall have been provided any additional loans which, in the Bank's discretion, shall impair proper and timely payments of the Total Bank's Receivable,
 - (ii) in respect of the Client or the Guarantor:
 - (A) the relevant bodies of the company shall have adopted a decision on dissolution transformation or cross-border transformation (in any form of fusion, merger, amalgamation, division, spin-off, division) or change of its legal form or cross-border change of the legal form thereof (or any other decision having similar effect or purpose), or
 - (B) proceedings for dissolution of the company is initiated at the competent court (or any other proceedings having similar effect or purpose),
 - (iii) the relevant Client's or Guarantor's body shall have approved conclusion of an agreement on sale of business or a part of business of the Client or the Guarantor (or any other agreement having similar effect or purpose),
 - (iv) the Client 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),
 - (v) the Client 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),

- (vi) a change shall have occurred in the Centre of Main Interests of the Client or in the Centre of Main Interests of the Guarantor,
- (vii) Client or Guarantor founded Establishment outside the territory of the Slovak Republic or outside the territory of state stated in Guarantee Document;
- h. Client's Representations or Guarantor's Representations are false or incomplete, or facts which form the contents of Client's Representations or Guarantor's Representations have changed, or the Client and the Guarantor provided the Bank with incorrect data, did not provide the Bank with the arranged data and documents or concealed significant information or information which would affect the decision of the Bank about whether it concludes any of the Guarantee Documents;
- i. The Client or the Guarantor did not meet or broke their obligations contained in the Guarantee Documents or the Guarantee Terms and Conditions or the conditions specified in the Guarantee Documents or the Guarantee Terms and Conditions were not performed or the conditions specified in the Guarantee Documents or the Guarantee Terms and Conditions were broken;
- j. Any of the following facts occurred in relation to security of the Total Bank's Receivable:
 - (i) For any reason whatsoever, complete or partial expiration, deterioration or decrease in the value of security or decrease in the value of the object of security of the Total Bank's Receivable and the Guarantor did not supplement the security in the appropriate period specified by the Bank,
 - (ii) Other lender of the Guarantor began the execution of security in the property of the Guarantor;
- k. The Client or the Guarantor declares or acknowledges that it is not able to pay any of its financial liabilities towards the Bank within the period of its maturity;
- l. The fact that, under any agreement concluded with between the Bank and the Client, especially the agreement on loan:
 - (i) An Event of Default occurs, or
 - (ii) The obligation to repay the provided loan or any portion thereof becomes payable on demand, or
 - (iii) The Bank shall be entitled to request from the Client early repayment of the provided loan or any portion thereof;
- m. The fact that, under any agreement concluded between the Bank and the Guarantor, especially the agreement on loan:
 - (i) An Event of Default occurs, or
 - (ii) The obligation to repay the provided loan or any portion thereof becomes payable on demand, or
 - (iii) The Bank shall be entitled to request from the Guarantor early repayment of the provided loan or any portion thereof;
- n. The Client fails to observe its obligation or it is probable that the Client will not observe its obligation ensuing from the agreement concluded with a third party in case such non-performance may affect the ability of the Client to repay the Total Bank's Receivable under consideration of the Bank;
- o. without prior written consent of the Bank there occurred a change in the composition of the shareholders in the Client or other direct owners of the Client. The Bank may exercise its rights set forth in Clause 11.2. below, in respect of occurrence of the Event of Default described in this paragraph only within the period of thirty days from the moment of becoming aware of this fact (e.g. a notice from the Client delivered to the Bank, an extract from the Commercial Register furnished by the Client to the Bank);
- p. Staff composition of authorities of the Client change (statutory authority, Supervisory Board). The Bank may use its rights specified in Clause 11.2. herein connected with the occurrence of the Event of Default specified in this letter only in the period of thirty days as of the moment it provably learns of this fact (e.g. notification of the Client delivered to the Bank, extract from the Commercial Register submitted by the Client to the Bank);
- q. In case of securing the Total Bank's Receivable by mortgage over real property or over co-ownership in real property an insurance event occurs which, under consideration of the Bank, may jeopardise due and timely repayment of the Total Bank's Receivable or the value of its security;
- r. the fact that with regard to the assets of the Client or Guarantor expropriation proceedings were initiated,
- s. The Client or the Guarantor revokes any power of attorney they granted to the Bank in connection with the security of the Total Bank's Receivable or revokes the agreement on power of attorney contained in the Guarantee Documents;
- t. The Bank gained reasonable suspicion that action of the Client or the Guarantor is in conflict with the generally binding legal regulations or circumvents them or is against good manners;
- u. Criminal prosecution started against the Client or the Guarantor, members of their statutory authority or their partners or shareholders;
- v. A fact or more inter-related or not inter-related facts occurred, which may have a Material Negative Effect under the opinion of the Bank;

- w. The Client or the Guarantor dies;
 - x. the fact that the Client is in crisis under the applicable legal regulations;
 - y. under the provisions of the Financial Covenants Terms and Conditions the Bank and Client or the Bank and Guarantor failed to conclude the Agreement on Amendment to Financial Covenants Terms and Conditions;
 - z. The Client or the Guarantor or a member of the executive body or other body of the Client or Guarantor has become a Sanctioned Person, or the Client or Guarantor has failed to comply with or violated any Sanctions;
 - aa. In case of securing the Total Bank's Receivable by pledge over real property or over co-ownership in real property, the real property is not freely accessible from public roads without any factual or legal restrictions.
- 11.2. If an Event of Default occurs, the Bank is entitled to execute in compliance with the Guarantee Documents, and that even repeatedly, any or all of the following measures:
- a. To determine the extraordinary maturity of the Total Bank's Receivable or a certain portion thereof,
 - b. To offset the Total Bank's Receivable against the Receivable from Client's Account and/or against the Receivable from the Guarantor's Account,
 - c. To ask the Client for repayment of the Advance Payment,
 - d. To block the Client's Account without prior notification sent to the Client and/or to also block the Guarantor's Account in compliance with the terms and conditions specified henceforth,
 - e. Not to issue Individual Guarantees,
 - f. To withdraw from the Framework Agreement,
 - g. To denounce the Framework Agreement,
- 11.3. **Determination of Extraordinary Maturity**
- 11.3.1. Determination of extraordinary maturity of the Total Bank's Receivable or a certain portion thereof means the application of Bank's right to request from the Client early repayment of the Total Bank's Receivable or a certain portion thereof. The right of the Client to repay the Total Bank's Receivable or a certain portion thereof on instalments under the Guarantee Document and/or the right of the Client to repay the Total Bank's Receivable or a certain portion thereof on the maturity day of the Total Bank's Receivable arranged in the Guarantee Document or determined under the Guarantee Document ceases to exist upon determination of extraordinary maturity of the Total Bank's Receivable or a certain portion thereof. To exclude doubts it applies that any non-paid charge the Client is liable to pay the Bank under the Guarantee Documents becomes also payable upon determination of extraordinary maturity of the Total Bank's Receivable or a certain portion thereof.
- 11.3.2. The Total Bank's Receivable or a determined portion thereof by the Bank shall become payable upon the day of delivery of the notification of the Bank on the extraordinary maturity of the Total Bank's Receivable to the Client.
- 11.4. **Offset of Receivables**
The offset of receivables is governed by provisions of the Guarantee Documents and the Guarantee Terms and Conditions.
- 11.5. **Repayment of Advance Payment**
The repayment of the Advance Payment is governed by provisions of the Guarantee Documents and the Guarantee Terms and Conditions.
- 11.6. **Blocking of Client's Accounts and Guarantor's Accounts**
- 11.6.1. Blocking of Client's Account means the fact that the Bank shall not allow the Client handle the financial means in the Client's Account until the Full Repayment Day, and that up to the amount of the amount of the Total Bank's Receivable and the Guarantee Amounts of the currently issued Individual Guarantees.
- 11.6.2. Blocking of Guarantor's Account means the fact that the Bank shall not allow the Guarantor handle the financial means in the Guarantor's Account until the Full Repayment Day, and that up to the amount of the amount of the Total Bank's Receivable and the Guarantee Amounts of the currently issued Individual Guarantees.
- 11.7. **Non-issuance of Individual Receivables**
The Bank shall not be entitled to issue Individual Guarantees in case of an Event of Default.
- 11.8. **Withdrawal from Framework Agreement**
- 11.8.1. The Bank is entitled to withdraw from the Framework Agreement and that under a written notification delivered to the Client. The Client shall be obligated to remit the Total Bank's Receivable in the amount, the period and to the account specified in the notification of the Bank of the withdrawal from the Framework Agreement.
- 11.8.2. The obligation of the Client to repay the Total Bank's Receivable, the Security Agreements and the Guarantee Terms and Conditions shall not cease upon the withdrawal from the Framework Agreement.
- 11.8.3. The Client is entitled to withdraw from the Framework Agreement only in case no Individual Guarantees are currently issued under the Framework Agreement and the Total Bank's Receivable has been fully repaid, in such case the notice period is 1 month and commences on the first day following the month in which the

Client delivered to the Bank the notification of withdrawal from the Framework Agreement. The Guarantor is not entitled to withdraw from the Security Agreement.

11.9. Denouncement of Framework Agreement

- 11.9.1. The Bank is entitled to denounce the Framework Agreement, and that under a written notice delivered to the Client. The effects of the notice shall incur upon its delivery to the Client.
- 11.9.2. After the notice of Framework Agreement denouncement is delivered to the Client, the Client shall be obligated to pay the Bank the Total Bank's Receivable in the amount, the period and to the account specified in the notice of Framework Agreement denouncement of the Bank.
- 11.9.3. The Client is not entitled to denounce the Framework Agreement. The Guarantor is not entitled to denounce the Security Agreement.

**Article XII
Offset of Receivables**

- 12.1. The Bank is entitled to offset the Total Bank's Receivable against any receivables of the Client from the Bank, especially against receivables from any Client's Account, including such receivables of the Client which are not payable. The Bank is entitled to use the financial means from the Client's Account to execute offset against the Total Bank's Receivable. This right of the Bank to offset receivables applies also in cases the Total Bank's Receivable is not payable, is statute barred, is in a different currency which is not freely convertible or it can not be claimed at court.
- 12.2. The following shall apply for the amount of receivables which can be offset and which are in different currencies under Clause 12.1.:
 - a. Foreign exchange buy rate of the Client's Account currency towards EUR quoted by the Bank and applicable as at the offset day if the currency of the Total Bank's Receivable is EUR and the Client's Account currency is a Foreign Currency;
 - b. Foreign exchange sell rate of the currency of the Total Bank's Receivable towards EUR quoted by the Bank and applicable at the offset day if the currency of the Total Bank's Receivable is a Foreign Currency and the Client's Account currency is EUR;
 - c. At first the foreign exchange buy rate of the Client's Account currency towards EUR quoted by the Bank and valid as at the offset day and subsequently the foreign exchange sell rate of the currency of the Total Bank's Receivable towards EUR quoted by the Bank and applicable as at the offset day if the currency of the Total Bank's Receivable is a Foreign Currency and the Client's Account currency is a Foreign Currency other than the currency of the Total Bank's Receivable and the mutual foreign exchange rate between the respective currencies is not normally quoted by the Bank.
- 12.3. If the Guarantor covenanted in the Security Agreement to provide the Bank with any financial performance, the Bank shall be entitled to offset the Total Bank's Receivable against any receivables of the Guarantor towards the Bank, especially the receivables of the Guarantor from any Guarantor's Account, including such receivables of the Guarantor which are not payable. Following these facts the Bank shall be entitled to utilise the financial means from the Guarantor's Accounts to offset against the Total Bank's Receivables. This right of the Bank to offset receivables applies also in cases the Total Bank's Receivable is not payable, is statute barred, is in a different currency which is not freely convertible or it can not be claimed at court. The following shall apply for the amount of receivables which can be offset and which are in different currencies under Clause 12.2..
- 12.4. Subsequent delivery of the extract from the respective account by the Bank to the Client or the Guarantor as the owner of the account from which the offset shall be obvious is sufficient as a demonstration of the offset under this Article.
- 12.5. The Client and the Guarantor are not entitled to unilaterally offset any of its receivables towards the Bank, including the Receivable from Client's Account or the Receivable from Guarantor's Account towards the Total Bank's Receivable.
- 12.6. The Client and the Guarantor are not entitled to assign any receivable towards the Bank to a third party, especially a receivable which incurs under or in connection with the Guarantee Documents and also a receivable for compensation of damage or for the issuance of unjustified enrichment which arose in connection with the Guarantee Documents. This prohibition relates also the assignment of the Receivable from the Client's Account, the assignment of the Receivable from the Guarantor's Account and establishment of pledge over the Receivable from the Client's Account and the Receivable from the Guarantor's Account. Exceptions from prohibitions hereunder are:
 - a. Assignment of the Receivable from the Client's Account and/or the Receivable from the Guarantor's Account in favour of the Bank,

- b. Receivables for establishment of pledge over Receivables from the Client 's Account and/or the Receivable from the Guarantor 's Account in favour of the Bank.
- 12.7. The Client and the Guarantor are not entitled to assign any obligations towards the Bank to a third party, especially the obligations which incur under or in connection with the Guarantee Documents.
- 12.8. The exchange rates specified in Clause 12.2. shall be appropriately applied also for debiting or utilisation of financial means of the Client from the Client 's Account or financial means of the Guarantor from the Guarantor 's Account for the purpose of execution of authorisations of the Bank ensued from the Guarantee Documents and the Guarantee Terms and Conditions.

Article XIII Communication

- 13.1. Any notifications, requests or other correspondence which are to be submitted or executed under the Guarantee Documents and the Guarantee Terms and Conditions between the Bank and the Client and also between the Bank and the Guarantor must be made in writing, unless otherwise specified in the respective Guarantee Document or the Guarantee Terms and Conditions. Such notifications, requests or other correspondence shall be delivered in person, by a registered mail, via a courier service or e-mail to the party to which such notification or communication must or may be submitted or delivered.
- 13.2. **Addresses and Contacts**
For purposes of the Guarantee Documents, any notifications, requests or other correspondence shall be sent to addresses and connections set forth:
 - a. For this purpose in the Guarantee Documents. If no address and connection is specified in the Guarantee Documents in relation to any of its parties for this purpose, the address and the connection specified in the section of the Guarantee Documents which contains the identification of the parties shall be used for purposes of communication,
 - b. In the notification of the respective party of the Guarantee Document which contains the change of addresses and connections specified in the Guarantee Documents.
 Addresses and connections specified in the Framework Agreement for purposes of delivery to the Client and the Guarantor shall be applied also for purposes of delivery to the Client and the Guarantor in connection with the Security Agreements. The Bank, the Client and the Guarantor shall notify one another of a change in addresses and connections specified in the Guarantee Documents if any incurs, and that always not later than by 30 days as of the day of such change. Always the latest known address or connection of the party to which notification is delivered shall be used for delivery purposes.
- 13.3. For delivery purposes under the Guarantee Documents it shall apply that notifications, requests or other correspondence:
 - a. Delivered by means of an e-mail (in cases such delivery method is arranged in the Guarantee Document) shall be considered as delivered on the day of sending electronic mail if sent until 3:00 p.m. on any Banking Day, in other cases on the Banking Day following the day of sending,
 - b. Delivered by means of a registered mail shall be considered as delivered as of the third day following the day of sending,
 - c. Delivered in person or by means of a courier service shall be considered as delivered as of the moment of delivery. In case personal delivery or courier service delivery is not successful, the delivery moment shall be the third day after the execution of the first delivery attempt while the execution of a delivery attempt is proved by the statement of the delivering person.
- 13.4. By signing the Framework Agreement Client consents, and by signing the Security Agreement the Guarantor consents that the Bank may execute records of telephone conversations between the Client and the Bank or the Guarantor and the Bank and/or their employees and may use such obtained records as proofs of the facts related with the Guarantee Documents.
- 13.5. Client and Bank respectively Guarantor and the Bank have agreed that:
 - 13.5.1. The Client is authorized to deliver to the Bank the Request and the acceptance of reply of the Bank to the Request also as a part of an electronic request under the Agreement on BBTB and in the manner specified therein,
 - 13.5.2. The Client is authorized to deliver to the Bank any document, the copy of which the Client is obliged to submit to the Bank under the Guarantee Documents also as part of an electronic application under the Agreement on BBTB and in the manner specified therein. For the avoidance of doubt, the parties agree that if under the Guarantee Documents is not expressly stated that the Client is obliged to submit to the Bank a copy of certain document, it applies that this clause is not applicable for such document.

- 13.5.3. The Bank is entitled (but not obliged) to deliver any notices, requests or other correspondence (in particular, but not exclusively, the Bank's response to the Request) to be submitted or carried out according to the Guarantee Documents and Guarantee Terms and Conditions between the Bank and the Client and also between the Bank and Guarantor, even by delivering them exclusively:
- a. to the electronic banking message box of **Business** banking^{TB}, whose services are provided on the basis of the Agreement on BBTB,
 - b. to the message box in Internet banking, which is understood as a separate means of payment, a secure environment located on the Internet in which it is possible to conduct business with the Bank, and at the same time a common/generic designation of all the Bank's services provided through the Bank's website
- and that:
- (i) to any person acting as a User (as this term is interpreted in the context of the Agreement on BBTB) and/or
 - (ii) to any person whose consent and/or other expression of will, either in their own name and/or on behalf of the Client and/or on behalf of the Guarantor, is necessary in connection with the document delivered in this way (notification, request or other correspondence) and/or required by the Bank, with which the Client and the Guarantor expressly agree.
- 13.5.4. In case of delivery by the Bank in accordance with point 13.5.3. above applies that all such messages are considered the day they are delivered to any of the relevant mailboxes in accordance with point 13.5.3. above for delivered to the Client respectively to the Guarantor.

Article XIV Miscellaneous

- 14.1. If any provision of the Framework Agreement or the Security Agreement becomes fully or partially invalid or illegal or inapplicable, such fact has no effect upon validity and applicability of the remaining part of the respective Framework Agreement or Security Agreement. In such case the parties to the respective Framework Agreement or the Security Agreement are obligated to replace the respective provisions with new provisions which shall, to the most possible extent, correspond with the purpose pursued by the respective provisions of the Framework Agreement or the Security Agreement. The Guarantor and/or the Borrower as the party to the respective Framework Agreement or the Security Agreement shall provide for this purpose the Bank with the requested collaboration, and that by 30 days as of the day the prompt of the Bank was delivered.
- 14.2. If a generally binding legal regulation is changed or the existing generally binding legal regulation is cancelled and a new generally binding legal regulation is adopted during the validity of the Guarantee Document (hereinafter referred to as the "**adoption of a new legal regulation**"), to which and/or to provision of which the Guarantee Document and/or the Guarantee Terms and Conditions refer it applies that such a reference to the generally binding legal regulation refers only to such a generally binding legal regulation and/or its provision, which are the closest to the cancelled or changed generally binding legal regulation and/or provision thereof with their contents, purpose or effects.
- 14.3. If a new legal form is adopted during validity of the Security Agreement which would impact the effects of security of the Total Bank's Receivable and/or rights of the Bank ensuing therefrom, the Guarantor shall be obligated, by 30 days as of the prompt of the Bank to execute such legal actions and/or to provide the Bank such collaboration that the effects of security of the Total Bank's Receivable and/or rights of the Bank ensuing therefrom are equal to those under the previous legal form, especially as regards enforceability and order of satisfaction of the Total Bank's Receivable.
- 14.4. In connection with the security the Guarantor provided to the Bank under the Security Agreement and for case of adoption of a new legal form which allows the establishment of security of the Total Bank's Receivable:
- a. Which improves or strengthens the position of the Bank upon the execution of a decision, execution, bankruptcy, public preventive restructuring or non-public preventive restructuring or restructuring and/or
 - b. Which extends the scope of Bank's rights in connection with the execution of the security of the Total Bank's Receivable or the satisfaction of the Total Bank's Receivable,
- (hereinafter referred to as the "**new security**") the Guarantor shall be obligated for the purpose of establishment of a new security upon Bank's request to conclude a new security agreement, to provide the Bank with the requested collaboration connected with the conclusion of the new security agreement or connected with the establishment of security and to provide the Bank with the new requested documents.
- 14.5. If the Bank and the Guarantor sign a document which contains several Security Agreements (hereinafter referred to as the "**document**"), the following shall apply for such documents and agreements contained therein:

- a. Expressions and terms which are being used in all agreements forming the contents of the document shall be applied and shall be explained with the meaning with which they were used in the document for the first time, unless otherwise specified in the wording of the document,
 - b. The establishment of any of the agreements contained in the document is not a prerequisite for the establishment of remaining agreements contained in the document. Discharge of any of the agreements contained in the document in other manner than upon performance or in the manner which replaces performance does not cause discharge of other agreements contained in the document. Every agreement contained in the document shall terminate upon the Full Repayment Day.
- 14.6. The following provisions of the Guarantee Documents do not relate to:
- a. The Client and/or the Guarantor who is a natural person who does not act in terms of his/her commercial activity or business activity: Clause 7.1. a), Clause 7.1. c), Clause 7.1. d), Clause 7.2., Clause 7.3. a. to e., Clause 11.1. d), Clause 11.1. g) par. (ii), (iii), (iv), (v), (vi) and (vii), Clause 11.1. o), Clause 11.1. p), Clause 11.2. f), Clause 11.2. g), Clause 11.8. and Clause 11.9. Guarantee Terms and Conditions;
 - b. The Client and/or the Guarantor who is a natural person – entrepreneur: Clause 11.1., g), par. (ii) and (iii), Clause 11.1., o) and Clause 11.1., p) Guarantee Terms and Conditions.
- 14.7. All agreements of the parties related with the scope and the contents of the concluded Guarantee Document which were concluded until the conclusion of the Guarantee Document shall be discharged by conclusion of the Guarantee Document, and that regardless of whether all earlier arrangements are contained in the concluded Guarantee Document.
- 14.8. In case of discharge of the Client and/or the Guarantor who is a legal entity and also in case of death of a Client and/or the Guarantor who is a natural person or a natural person – entrepreneur it is not possible, without prior written consent of the Bank, to transmit or transfer obligations of the Client and/or the Guarantor towards the Bank from the Guarantee Document to other person than to the person to which rights and receivables of the Client and/or the Guarantor towards the Bank from the Guarantee Document shall be transmitted or transferred in connection with the respective event.
- 14.9. If the Guarantee Document is carried out in Slovak language and in a foreign language simultaneously it applies that the decisive version of the Guarantee Document is the Guarantee Document carried out in Slovak language and the Guarantee Document in a foreign language is only a translation of the Guarantee Document in Slovak language.
- 14.10. The Bank (hereinafter also referred to as the “**Initial Lender**”) is entitled to assign receivables and to transfer its rights towards the Client and the Guarantor ensuing from the Guarantee Documents or any portion thereof (hereinafter referred to as the “**Assignment of Receivable**”), and that also in case the Assigned Receivables are not payable or if the respective assignment results in a change in the contents of the Assigned Receivables. The Initial Lender is entitled, under the previous sentence, especially in case the Initial Lender shall claim the Assigned Receivables upon a request of the Assignee. By signing the Guarantee Document the Client and the Guarantor grants their consent to the respective assignment of receivables and transfer of rights. Granting of the consent of the Client and the Guarantor hereunder does not exclude the Bank’s right to assign or to transfer the Assigned Receivables to a third party under the generally binding legal regulations even without the consent of the Client and the Guarantor.
- 14.11. By concluding:
- a. the Guarantee Document by the Client and/or the Guarantor declares that the limitation periods of every right of the Bank ensuing from the Guarantee Document are prolonged and
 - b. the Framework Agreement by the Client declares that the limitation periods of every right of the Bank ensuing from the notarial deed, the specified Framework Agreement and carried out for the purpose of strengthening the enforceability of the Total Bank’s Receivable are prolonged,
- and that for a period of ten years as of the period when such limitation period commences in relation to every such right.
- 14.12. **Disclosure of data in the relevant registers or databases and processing of personal data.**
- 14.12.1. Client and Guarantor are responsible for the accuracy, truthfulness and timeliness of the data disclosed or provided to the Bank. Bank is entitled to verify their accuracy and completeness by comparing the data with the information at its disposal. In order to verify the accuracy of the data, the Bank is entitled to address any third parties who possess the relevant data, and to this end it is entitled to provide such parties with data protected by banking secrecy to the extent necessary for such verification. For verification purposes, the Client and the Guarantor also authorise such third parties to provide the Bank with the required data to the extent necessary. At the same time, the Client and the Guarantor agree that the Bank will make the data provided by them available to the payment beneficiary as well as to a third party if these data form part of information and documents stored with the Bank, which relate to such third party.

- 14.12.2. The Client and the Guarantor agree that the Bank may provide all information and documents on matters relating to them, which are protected by banking secrecy, insurance secrecy, or other legal form of confidentiality, to the persons referred to in Clause 15.3. below and, where applicable, for the period specified in the Guarantee Terms and Conditions (if such period is specified in the Guarantee Terms and Conditions).
- 14.12.3. Under § 91, par. 1 of the Act on Banks, the Client and the Guarantor consent to provision and accessing the data on banking transactions concluded with the Bank (including the data obtained by the Bank when negotiating their conclusion), their security, payment discipline in terms of repaying the liabilities, for the purpose of assessing the ability to repay the loan in the scope and under the conditions set out in § 92a of the Act on Banks:
- to the provider of the common register of banking information, namely Slovak Banking Credit Bureau, s.r.o., Identification number: 35 869 810, or any other legal person replacing it (hereinafter the “**SRBI**”),
 - to the entities authorised to process the data in SRBI,
 - to banks and foreign bank branch offices,
 - through Non-Banking Credit Bureau, interest association of legal persons, Identification number: 42 053 404, or any other legal person replacing it (hereinafter the “**NRKI**”), to the authorised users of NRKI
- for a period of 5 years from the date of their provision and in the case of the conclusion of banking transaction, for the period stipulated in § 92a of the Act on Banks.
- 14.12.4. In cases where the Client and the Guarantor provide the Bank with personal data of third parties, they undertake to inform these persons of the fact that their data was provided to the controller, being Tatra banka, a.s., as well as other facts under Article 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which information is also available on the website www.tatrabanka.sk. Full information on the processing of the personal data of the Client, Guarantor and other persons, including the definition of the processing purposes, the legal bases of the processing and the rights of the data subjects, is available in the Personal Data Protection Memorandum available at the Bank's branches and on the website www.tatrabanka.sk
- 14.13. The Bank is entitled to change the scope of provided products and services and the amount and scope of fees and prices for products and services in the Tariff of Fees, regardless of whether it is on basis of a change of the existing or the issuance of a new Tariff of Fees (hereinafter jointly referred to as the “**Change**”). The Bank publishes the Change along with determination of its effective date at its commercial premises and on its website or in any other appropriate manner arranged with a client of the Bank. The Bank shall provide the publishing of the Change not later than two months prior to the effective date of the Change unless otherwise specified in the Guarantee Documents. The Tariff of Fees is available at the commercial premises of the Bank and/or its website, and that either as a separate document or as a part of the “Price List” of the Bank. Mutual relationships of the Bank and the Client or the Bank and the Guarantor ensuing from the Guarantee Documents as of the effective date of the Change shall be governed by the changed or the new Tariff of Fees.
- 14.14. **Liability for Damage**
- In connection with the Guarantee Documents the Bank shall be responsible solely for those damages which shall incur under any Guarantee Document or by execution or non-execution of any action under or in connection with any Guarantee Document, provided they incurred under conscious action or gross negligence of the Bank. Any circumstances and other facts other than conscious action or gross negligence shall be interpreted as circumstances excluding responsibility for purposes of provisions §373 et seq. Commercial Code as amended by latter legal regulations. The extent of compensation of damage for which the Bank is responsible is determined exclusively by the extent of the actual damage. The Bank is not liable to the Client for damage incurred by loss, destruction or damage of documents taken by the Bank from the Beneficiary for the purpose of fulfilment of the conditions of the Individual Guarantee.
- 14.15. Bank may anytime exercise any right (including any receivable) resulting from any Guarantee Document for securing the Bank's commitment and the Client and Guarantor agree to any change in the beneficiary from any Guarantee Document which would result from the exercise of rights under such security.
- 14.16. If under the legal regulations other than the legal regulations of the Slovak Republic the Guarantor is obliged to pay any tax, fee, stamp duty or any other payment obligation under or in connection with the Guarantee Documents, to which the Guarantor is a party, failing which could have an impact on the validity, effectiveness or enforceability of such Guarantee Document or security established under it (hereinafter referred to as “Foreign Fee”), the Guarantor must pay such fee immediately.
- The Bank is entitled (but not obliged in any way) to pay Foreign Fee instead of the Guarantor (including possible penalties for late payment of the Foreign Fee).

Upon Bank's call and within the time limit and on the account specified therein

- (i) Client must pay the Bank all amounts incurred by the Bank under the preceding sentence,
- (ii) Guarantor must pay the Bank all amounts incurred by the Bank under the preceding sentence

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

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

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

14.18. **Repealing the guarantee representation (in Slovak: "ručiteľské vyhlásenie") of the Guarantor.**

If the Security Agreement contains a guarantee representation (in Slovak: "ručiteľské vyhlásenie") of the Guarantor, it applies that repealing the Guarantor's obligations arising under such guarantee representation (in Slovak: "ručiteľské vyhlásenie") may only be performed under:

- (i) a written agreement of the Guarantor and the Bank;
- (ii) a written notice from the Bank of the termination of all rights and obligations of the Guarantor and the Bank arising from such a guarantee representation (in Slovak: "ručiteľské vyhlásenie") (hereinafter referred to as the "**Notice of the Bank on Repealing the guarantee representation**") sent to the Guarantor.

The Bank is entitled (but in no case obligated) to send to the Guarantor the Notice of the Bank on Repealing the guarantee representation at any time, at its sole discretion. On the day the Notice of the Bank on Repealing the guarantee representation is sent to the Guarantor, all rights and obligations of the Guarantor and the Bank arising from the respective guarantee representation (in Slovak: "ručiteľské vyhlásenie") shall be terminated, unless otherwise stated in the Notice of the Bank on Repealing the guarantee representation. Sending the Notice of the Bank on Repealing the guarantee representation is without prejudice to the other provisions of the Guarantee Documents and / or the Guarantee Terms and Conditions. In this respect, the Bank is not obliged to return any performance received by the Bank to the Guarantor

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

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

- b. If the Individual contract offer is made in electronic form and signed by the Bank using an enhanced electronic seal:
- (i) the Individual contract offer shall be made available to the persons set out in the signature chart of the Guarantee Document as the persons acting for/ on behalf of the Client respectively the Guarantor via the communication channel containing electronic means, i.e. any functionality allowing the signing of Individual contract offer for/on behalf of the Client respectively the Guarantor in the manner resulting from par. (ii) below and upon Bank's discretion, the Individual contract offer shall be made available also in other manner,
 - (ii) The acceptance of the Guarantee Document offer by the Client respectively the Guarantor or on behalf of the Client respectively the Guarantor must be signed by a qualified electronic signature of the persons authorised to act for / on behalf of the Client respectively the Guarantor with a qualified time stamp, and that via electronic means acceptable to the Bank, being especially:
 - A. **Business** banking^{TB}, which, for the purposes of the Individual contract, means a system of electronic banking entitled **Business** banking^{TB}, used according to the Agreement on BBTB
 - B. Internet banking, which, for the purposes of the Individual contract, means a separate payment means, secure environment in the online network where it is possible to make transactions with the Bank and means also a common / generic designation of all Bank's services provided via Bank's websites,
 - C. other electronic means the Bank (if such exist) informed the Client respectively the Guarantor of in advance and in connection whereto it generally applies, that the access of the Client respectively the Guarantor or persons identified in the signature chart of the Individual contract, as persons acting for/ on behalf of the Client respectively the Guarantor, to these means is provided by holding identification, authentication and authorisation means acceptable to the Bank, and
 - D. any other electronic means arranged between the Bank and the Client respectively the Guarantor, otherwise it applies, that the Individual contract has not been made or concluded in the form arranged between the parties and the Bank is authorised to claim the relative nullity of the Individual contract;
- c. In case the arrangement of the parties on the Bank's right to claim the nullity of the Guarantee Document due to failure to observe the form under Letter a. hereof is invalid, it applies that that the execution of the act whereby the Lender shall claim the relative nullity of the Guarantee Document pursuant to Letter a. respectively Letter b. hereof, shall be considered as a withdrawal from the Guarantee Document, while for the avoidance of doubt it applies that solely the Bank is authorised to withdraw from the Guarantee Document due to failure to observe the form under Letter a. respectively Letter b. hereof arranged by the Parties;
- d. In case the Guarantee Document offer is made in electronic form under the provisions set out herein, while the list of persons acting for / on behalf of the Client respectively the Guarantor, set out in the signature chart of the Guarantee Document and/or the legal title based on which these persons act for/on behalf of the Client respectively the Guarantor, is not identical with the real status (i.e. if the Guarantee Document respectively offer or acceptance of the Guarantee Document offer is actually signed by other persons than those set out of the Guarantee Document and /or without any legal claim, entitling such persons to act for/on behalf of the Client respectively the Guarantor), such fact **constitutes** a defect of the Guarantee Document (i.e. the contracting process)... if the Client respectively the Guarantor **fails to prove** to Bank's satisfaction the authorisation of the persons acting for/ on behalf the Client respectively the Guarantor to conclude the Guarantee Document or accept the Guarantee Document offer in the period of 30 days after the Guarantee Document was signed by such persons and/or based on such legal title, and the Bank confirms, and that either in a written notification or by taking any other action in terms of the Guarantee Document, that such an authorisation has been proved, while it also applies that the Guarantee Document shall terminate upon the expiration of the given period in vain;
- e. The Client respectively the Guarantor is obligated to ensure that the Guarantee Document (if made in electronic form) be immediately stored in a data storage separate from the environment of Internet banking, **Business** banking^{TB} or electronic means of the Bank;
- f. in the event that the Bank's right to claim the relative invalidity of any Guarantee Document, the offer of which was drawn up in electronic form and was not accepted in accordance with the provisions of such Guarantee Document, is exercised, or if there is a withdrawal from any Guarantee Document, the offer of which was drawn up in in electronic form and has not been accepted by the Bank in accordance with the provisions of such a Guarantee Document, the performance of such an act by the Bank (i.e. claiming relative invalidity or withdrawal) is not considered impeding the fulfilment of the condition or obligation of the Client respectively the Guarantor arising from and/or related to the Guarantee Document.

Article XV Final Provisions

- 15.1. Divergent arrangements in the Guarantee Document take precedence over the Guarantee Terms and Conditions and the Agreement on Account. Mutual relationship of the Bank and the Client ensuing from or connected with the Framework Agreement and mutual rights of the Bank and the Guarantor ensuing from or connected with the Security Agreement which are not governed by the respective agreement and the Guarantee Terms and Conditions are governed by the Commercial Code, the Civil Code and other respective legal regulations valid on the territory of the Slovak Republic, and that respectively. Mutual relationships of the Bank and the Client ensuing from or connected with the Individual Guarantee, which are not governed by the Guarantee Document are governed by the Individual Guarantee Regulations if the application of the respective Regulations was arranged in the Individual Guarantee, in the Guarantee Terms and Conditions, the Commercial Code, the Civil Code and other respective legal regulations valid on the territory of the Slovak Republic or other legal order, if arranged, and that respectively. The respective legal regulations shall be applied for the arrangement of relationships of the Bank and the Client and/or the Bank and the Guarantor only in case:
- a. Such application thereof is not excluded by the Guarantee Document directly or indirectly and
 - b. Such application thereof is admissible under the nature of the affected provisions of the Guarantee Document.
- 15.2. **Change of Guarantee Terms and Conditions**
- 15.2.1. Change of the Guarantee Terms and Conditions can be executed depending on a decision of the Bank:
- a. By an agreement of the Bank and the Client and/or the Bank and the Guarantor, which shall be confirmed by concluding a written addendum to the Framework Agreement or Security Agreement, or
 - b. By a unilateral decision of the Bank under Clause 15.2.2. herein.
- 15.2.2. Depending on changes of the respective legal regulations, business strategy or decision of the Bank, the Bank shall be entitled to replace or change the Guarantee Terms and Conditions (hereinafter referred to as the "**Change of Guarantee Terms and Conditions**"). The Bank shall publish the change of the Guarantee Terms and Conditions and its effectiveness on its website or it shall notify the Client and the Guarantor thereof by delivery of a notification about the change of the Guarantee Terms and Conditions not later than 30 days before the effective date of the change of the Guarantee Terms and Conditions. In case the Client or the Guarantor does not agree with the change of the Guarantee Terms and Conditions, they are obligated to notify the Bank thereof not later than until the effective date of the change of the Guarantee Terms and Conditions. After the Bank is delivered the disagreement with the change of the Guarantee Terms and Conditions the Bank shall prompt the Client or the Guarantor in writing to negotiate the individual change of the mutual rights of the Bank and the Client or the Guarantor. In case no written agreement between the Bank and the Client or the Guarantor is concluded in the period of 15 days as of the day such negotiations started, the Bank shall be entitled to use any of its rights specified in Clause 11.2. Guarantee Terms and Conditions.
- 15.2.3. If the Client and the Guarantor do not notify the Bank of their disagreement with the change of the Guarantee Terms and Conditions not later than on the effective day of the change of the Guarantee Terms and Conditions, it applies that they agree with the respective change. Mutual relationships of the Bank, the Client and the Guarantor shall be governed by the changed or replaced Guarantee Terms and Conditions as of the day the respective period for provision of the disagreement expires.
- 15.3. The Client and the Guarantor agree that the Bank be entitled to provide the Information to the following parties:
- a. The National Bank of Slovakia for the purpose and/or in connection with performance of their obligations ensuing from the measures of the National Bank of Slovakia and from the generally binding legal regulations,
 - b. The Guarantor and the Client,
 - c. Legal entities:
 - (i) With direct or indirect property interest in the Bank, or
 - (ii) On whom the person who meets the conditions specified in par. (i) c. has direct or indirect property interest, or
 - (iii) On whom the Bank has 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. Persons who recover for the Bank the repayment of the Total Bank's Receivable or a portion thereof and also to persons with whom the Bank collaborates in this connection,
 - f. Assignee,
 - g. In case the object of security of the Total Bank's Receivable is a financial receivable of the Guarantor from a third person, to such third person but only in the extent required for proving the occurrence of the respective security of the Total Bank's Receivable,

- h. Persons who perform or intend to perform the Total Bank 's Receivable or a portion thereof to the Bank,
 - i. Person who maintains the mortgage loan registry and its members, the state administration authority which maintains the separate register and the state administration authority at the real property registry section,
 - j. Auctioneer to whom the Bank delivered or shall deliver the proposal for voluntary auction execution,
 - k. For purposes of any judicial, arbitration, administration or other proceedings the Bank is a party to, in the extent limited only to such proceedings,
 - l. Every person with whom the Bank concludes the agreement on participation or otherwise entitled agreement on basis whereof the respective person shall participate in the risk of non-payment of any amount of the Total Bank 's Receivable,
 - m. Every person with whom the Bank concludes or shall conclude any agreement or with whom the Bank commences negotiations, and that in connection with the Securitisation of receivables of the Bank or any Credit Derivatives for credit risk mitigation,
 - n. Every person who provides for the Bank maintenance or archiving of contract documents as well as every person who provides for the Bank printing and distribution of correspondence,
 - o. In case the Client and/or the Guarantor is a citizen or a tax resident of the USA or the Bank finds out that the Client and/or the Guarantor is a citizen or a tax resident of the USA, to the tax authority and the tax administrator in the USA, along with information requested from the Client and/or the Guarantor under the Guarantee Terms and Conditions, and that for the purpose of performance of its obligations in connection with the observance of international tax laws and for provision of the exchange of tax information about the citizens and the tax residents of the USA in connection with the implementation of FATCA (Foreign Account Tax Compliance Act) and the Client and the Guarantor concurrently take note of the fact that these information shall be provided to the country which does not guarantee appropriate protection of personal data and the consent to processing of the provided personal data is irrevocable during the performance of the processing purposes, however, it can be revoked in case it is proved that personal data are processed in conflict with the declared purpose.
 - p. any person, in favour of which the Bank intends to establish its security obligations by exercising any of its rights (including any of its assets) resulting from any Guarantee Document and any assignee of such rights.
- 15.4. The Client and the Guarantor hereby agree that the Bank may access and provide data specified in § 92a par. 1. Act on Banks in the manner specified in § 92a Act on Banks.
- 15.5. Records of the Bank and extracts therefrom are decisive for purposes of determination of the existence and the amount of the Total Bank 's Receivable. The place of performance for purposes of performance of all obligations of the Client and the Guarantor ensuing from the Guarantee Documents is the seat of the Bank unless the Bank specifies otherwise in writing. In case the Bank changes its seat or place of business after the conclusion of the Guarantee Document, it shall not bear the increased costs and the increased danger connected with payment of the financial obligation of the Client or the Guarantor under the Guarantee Document.
- 15.6. Unless otherwise specified in the Guarantee Document, the Guarantee Document and all non-contractual obligations between the parties to the Guarantee Document relating to the Guarantee Document are governed by the legal regulations of the Slovak Republic. Without prejudice to any provision of the Guarantee Document, it applies that the application of any provision of any legal regulation of the Slovak Republic, which is not mandatory, is expressly excluded to the extent that its use may change (wholly or partially) the meaning of , interpretation or purpose of any provision of the Guarantee Document. Unless otherwise stated in the Guarantee Document, all disputes shall be settled by the competent court in the Slovak Republic. The territorial jurisdiction of the court will be determined (i) according to the registered seat of the Bank, in the event that such agreement on determination of the territorial jurisdiction of the court is not excluded by the applicable legal regulations of the Slovak Republic or (ii) according to the applicable legal regulations of the Slovak Republic, if such agreement on determination of the territorial jurisdiction of the court is excluded by the applicable legal regulations of the Slovak Republic. The Parties shall be subject to the jurisdiction of such competent court.
- 15.6.1. In accordance with its obligations, the Bank hereby informs the Parties to the relevant Guarantee Document, not being consumers, that
- (i) if the parties to the relevant Guarantee Document conclude an arbitration agreement, any disputes that arise or arose from the banking transactions may be resolved in addition to the complaint procedure and court proceedings also in the arbitration proceedings under Act No. 244/2002 Coll. on Arbitration Proceedings,
 - (ii) if the parties to the relevant Guarantee Document conclude a mediation agreement for the settlement of the disputes, they will have the option to settle any dispute out of court by mediation under Act No. 420/2004 Coll. on Mediation,
 - (iii) arbitration agreements that were concluded to settle disputes before the Permanent Arbitration Court of the Slovak Banking Association and on the basis of which no arbitration proceedings were not

initiated at the Permanent Arbitration Court of the Slovak Banking Association expired on 2 January 2019.

- 15.6.2. In accordance with its obligations, the Bank hereby informs the Parties to the relevant Guarantee Document, being consumers, that:
- (i) there exists the option of alternative dispute resolution for bank transactions, including payment services disputes and disputes relating to the transfer of payment account, through alternative dispute resolution entities authorised to resolve disputes related to such transactions, at the discretion of the consumer, including the choice of the relevant alternative dispute resolution entity at consumer choice,
 - (ii) the list of alternative dispute resolution entities is maintained by the Ministry of Economy on the website: www.mhsr.sk,
 - (iii) arbitration agreements (including consumer arbitration agreements) that were concluded to settle disputes before the Permanent Arbitration Court of the Slovak Banking Association and on the basis of which no arbitration proceedings were not initiated at the Permanent Arbitration Court of the Slovak Banking Association expired on 2 January 2019.
 - (iv) In particular, the Bank draws consumers' attention to the fact that the payment service providers, through their interest association of the Slovak Banking Association, have set up an alternative dispute resolution entity called the Alternative Dispute Resolution Institute of the Slovak Banking Association, having registered office in Bratislava, through which the clients - consumers can resolve disputes arising from banking transactions relating to the consumer agreements. For more information on this entity's dispute resolution, please visit: <http://institutars.sk/>.
- 15.7. Amendment 1 to the Guarantee Terms and Conditions and the complete wording of the Guarantee Terms and Conditions shall become effective on 1 January 2017.
- 15.8. Amendment 2 to the Guarantee Terms and Conditions and the complete wording of the Guarantee Terms and Conditions shall become effective on 1 July 2019.
- 15.9. Amendment 3 to the Guarantee Terms and Conditions and the complete wording of the Guarantee Terms and Conditions shall become effective on 2 September 2024.

Approved in Bratislava by the Credit Committee of Tatra banka, a.s., dated 12 December 2014.

Amendment No. 1 to the Guarantee Terms and Conditions was approved in Bratislava by the Credit Committee of Tatra banka, a.s. on 14 October 2016.

Amendment No. 2 to the Guarantee Terms and Conditions was approved in Bratislava by the Credit Committee of Tatra banka, a.s. on 19 March 2019.

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