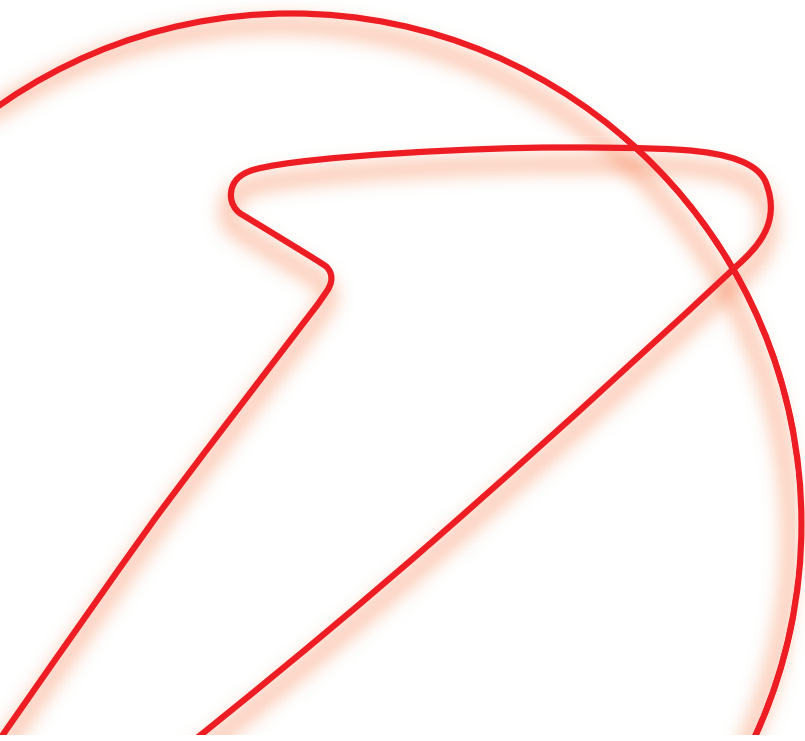


**BUSINESS TERMS AND CONDITIONS
FOR BUSINESS LOANS**



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PART I: Introductory Provisions

1.1. These Business Terms and Conditions for the Business Loans (hereinafter referred to as “**Business Terms and Conditions**”) are the business terms and conditions of UniCredit Bank Slovakia a. s., Šancová 1/A, 813 33 Bratislava, Company Registration Number: 00 681 709 (hereinafter referred to as the “**Bank**”), registered in the Commercial Register of the District Court Bratislava I, Section: Sa, File No.: 34/B), which determine a part of the content of the Loan Agreement concluded between the Bank and its Client which makes reference to these Business Terms and Conditions.

1.2. Loan Agreement

1.2.1. Loan Agreement shall mean any agreement on temporary provision of funds (moneys) for the benefit of the Client subject to remuneration to be paid to the Bank.

1.2.2. By the Loan Agreement the Bank undertakes to provide the funds for the benefit of the Client and to relinquish its use to the Client during the agreed period (to provide a Loan), and the Client undertakes to accept it, use it for the agreed purpose and to repay the funds provided by the Bank (hereinafter referred to as the “**Loan Principal**”) within the agreed period as well as to settle the Interests, Fees and other due amounts pursuant to the Loan Agreement (hereinafter referred to as “**Other Attribution**”). The Loan Agreement shall be concluded with the condition of the occurrence, during its term, of no changes in the loan capacity of the Client known to the Bank at the time of concluding of the Loan Agreement which could endanger the fulfilment of the Client’s liabilities and that no other facts become known during such period endangering the fulfilment of Client’s liabilities or the Security thereof. Loan Capacity shall mean the facts on the side of the Client, substantial for its competence to conclude the Loan Agreement and for its capability and readiness to repay the Principal and to settle the Interests or to provide other financial performance for the temporary provision of funds and to fulfil other financial liabilities associated with the Loan. The Loan Capacity known to the Bank at the time of concluding of the Loan Agreement shall mean those facts (their existence or non-existence or certain state at the time of concluding of the Loan Agreement or at other specific time), demonstrated by the Client to the Bank or of which the Client has assured the Bank by means of its representation or which have been specially agreed upon between them. The effects of the Client’s participation in the Client’s Group shall also be considered during the assessment of the Client’s Loan Capacity, security of its liabilities and the threat to the fulfilment thereof.

1.3. Other Agreements and Legal Acts

These Business Terms and Conditions shall determine also a part of the content of another agreement or a legal act, such as the Loan Agreement, namely:

1.3.1. an agreement between the Bank and the Client by which the Bank undertakes to assume a liability on the Client’s account for the benefit of a third party designated by the Client (beneficiary) (hereinafter referred to as the “**Agreement on Client’s Account**”), (e.g. Agreement on the Provision of Bank Guarantee, Agreement on the Opening of a Letter of Credit), and over the occurrence of liabilities therefrom and over the Client’s obligation to repay to the Bank the amount representing Bank’s obligation under the Agreement on the Client’s Account, and

1.3.2. an agreement between the Bank and the Client or other party or a legal act of the Client or other party if the Security of the Bank’s receivable is provided pursuant thereto for the benefit of the Bank (hereinafter as “**Agreement on the Security**”) to which these Business Terms and Conditions refer,

1.3.3. in the event that the Agreement on Client’s Account or Agreement on the Security makes a reference to these Business Terms and Conditions, whereas

1.3.4. these Business Terms and Conditions and the respective provisions thereof concerning the Loan Agreement or the liabilities resulting therefrom shall be applied appropriately to the purpose of the Agreement on Client’s Account or the Agreement on the Security and to the nature of the liability resulting therefrom.

1.4. Interpretation

1.4.1. Definitions. The terms stated below shall have the following meanings:

Client	shall be the other party of the Loan Agreement or the Agreement on Client’s Account;
Loan Currency	shall mean the currency in which the Loan has been agreed to be provided; unless expressly otherwise agreed, the Client shall be obliged to repay the Loan and also the Interests and other amounts in the Loan Currency; unless the Loan Currency has been expressly agreed upon, this currency shall be the legal currency of the Slovak Republic which shall mean the currency in which the legal money (legal means of payment) is issued in the Slovak Republic.
Drawdown Period	the period agreed in the Loan Agreement during which the Bank’s obligation to provide and the Client’s right to utilize the Loan under the agreed conditions may occur.
Valuation Period	the period during which the fixed amount of the interest rate is determined; duration of the Valuation Period or the method of determination thereof shall be agreed in the Loan Agreement;
Conditions of Drawdown	the conditions agreed herein or in the Loan Agreement, the due and timely fulfilment of which shall constitute the condition precedent for the occurrence of the Bank’s obligation to provide the Loan;
Business Day	any day on which the interbank deals are being settled on the respective interbank money market according to the Loan Currency. Business Day of the Bank shall not mean bank holidays or holidays of the Slovak Republic or a day declared by the Bank a Non-Business Day based on especially serious operating reasons;
Event of Default	any circumstance the occurrence of which endangers due and timely fulfilment of the Client’s obligations and that constitutes, according to the Loan Agreement or according to the provisions hereof or according to the provisions of the special business terms and conditions (if any), a reason for early maturity of the Loan;
Client’s Group	all persons under the control of the Client, pursuant to relevant provisions of the Slovak Commercial Code, which within the meaning of the relevant provisions thereof, control the Client or

are jointly controlled by a third party. For the purposes hereof the Client's Group shall also include a guarantor (*in Slovak: ručiteľ*), the acceding borrower (*in Slovak: pristupujúci dlžník*), pledgor (*in Slovak: záložca*) or other person who enters or has entered into a contractual relationship with the Bank with regard to the provision of the Loan to the Client.

Designated Account	the Client's current account maintained with the Bank which is, pursuant to the Loan Agreement, intended for the receipt of the Loan and for the payment of Client's financial obligations;
Interest Period	the time period specified in the Loan Agreement or in the way specified thereunder, during which the Bank charges the Interests, at the end of which the relevant Interests become due and which is usually followed by another Interest Period; unless otherwise specified in the Loan Agreement, the first Interest Period shall commence on the day of the first drawdown and shall end on the last day of the relevant calendar month and the last Interest Period shall end on the Loan Principal maturity;
Interests	shall mean the funds the Client shall be obliged to pay to the Bank on the outstanding amount of the Loan Principal at the amount determined according to the Interest Rate agreed in the Loan Agreement for the period until the repayment of the outstanding Loan Principal;
Default Interests	shall mean the money which the Client shall be obliged to pay to the Bank in the event of its default with the settlement of the financial liability or a part thereof (instalments) to the Bank on the overdue amount according to the rate specified in the Loan Agreement;
Security	any right of the Bank to satisfy its receivables against the Client which are subject to these Business Terms and Conditions, created by an agreement or by other arrangement or by an unilateral legal act provided that Client's obligations are not fulfilled duly and in time or the fulfilment thereof shall be endangered.

1.4.2. Terms with the meaning defined anywhere in the text hereof shall have such meaning also elsewhere in these Business Terms and Conditions, and also in the Loan Agreement, unless otherwise required from the context. This shall similarly apply to the meaning of terms established as definitions. If the first capital letter is used in any of the defined terms, it is only for the purpose of simplification of orientation in the text and such term shall have the same meaning with the initial small letter as well, unless otherwise resulting from the context. Unless otherwise resulting from the context, the singular terms shall also include the plural meanings and *vice versa*. Unless otherwise resulting from the context, the term "Loan Agreement" used herein shall also include the Agreement on Client's Account.

1.4.3. The headings used herein or in the Loan Agreement shall only serve to simplify the orientation in the text and shall have no effect on the interpretation thereof.

1.4.4. A reference to a legal regulation shall mean the legal regulation in its valid and effective wording.

1.5. Legal Regime

1.5.1. Different arrangements in the Loan Agreement, and also the special business terms and conditions, referred to in the Loan Agreement (if any), shall take precedence over the wording of these Business Terms and Conditions. Unless otherwise resulting from the Loan Agreement, from special or from these Business Terms and Conditions, the General Business Terms and Conditions of the Bank on the Performance of Bank Deals shall also apply to the Loan Agreement.

1.5.2. Unless otherwise resulting from the Loan Agreement and from the Business Terms and Conditions which determine a part of the content thereof, the relationship between the Bank and Client shall be governed by the provisions of the Slovak Commercial Code regarding the loan agreement and by the general provisions thereof on the commercial contracts (*in Slovak: obchodné záväzkové vzťahy*), while the business practice generally observed within the banking industry shall be considered.

PART II:

Utilization of the Loan and Conditions of Drawdown

2.1. The Bank will provide the Loan for the benefit of the Client (Loan drawdown) only based on the submission of its written Drawdown Request and only in the Loan Currency. The Drawdown Request shall be submitted by the Client on the Bank's form or in other manner agreed upon in the Loan Agreement. The Drawdown Request must be submitted duly filled-in and supported by appropriate documents, so that the requested amount of drawdown, bank details of the payment beneficiary and other circumstances required under the Loan Agreement for the Loan drawdown are evident therefrom. The Drawdown Request shall be submitted on a Business Day at the day time specified by the Bank, however, on the day of the signing of the Loan Agreement, at the earliest.

2.2. The Client shall be responsible for the accuracy of the filling-in of the Drawdown Request while it takes into account that the Bank assumes no liability for any damages caused to the Client by the execution of the payment according to an incorrectly filled-in Drawdown Request.

2.3. The Bank shall provide the requested funds by means of crediting the beneficiary's account specified in the Drawdown Request. Unless another period for submitting of Drawdown Request and for the Bank's performance therefrom is mutually agreed, the Bank shall provide the requested funds on the day specified in Drawdown Request within the day time determined by the Bank, if such day is a Business Day and provided that the Drawdown Request is submitted until 11:00 a.m. of the second Business Day before the requested execution of payment. If the Drawdown Request is given in a shorter period prior to the requested day of drawdown or if drawdown day is not specified in the Drawdown Request, then the Bank shall provide the Loan on the second Business Day after the Drawdown Request submission. The commitment of the Bank to provide the Loan shall be fulfilled upon the crediting of the drawdown amount to the Designated Account or the beneficiary's account in the Bank or upon the performance of acts for the transfer of the drawdown amount to the beneficiary's account in another bank.

2.4. If the Drawdown Request fails to comply with the conditions of the Loan Agreement and conditions hereof, the Bank shall inform the Client thereon and shall return the Drawdown Request to the Client.

2.5. Common Provisions

2.5.1. The Bank shall be obliged to provide the Loan only if Conditions of Drawdown are duly and timely fulfilled and not later than within 5 Business Days from the day of fulfillment thereof. Even if the Conditions of Drawdown are fulfilled, the Bank may refuse to provide the Loan if such changes have occurred in the Loan Capacity of the Client that endanger the fulfillment of Client's obligations or other facts, endangering the fulfillment of obligations of the Client or the Security thereof (Par. 1.2.2. of these Business Terms and Conditions) have become known.

2.5.2. If the Bank refuses to provide the Loan, it may provide, according to the circumstances, a remedy period for elimination of the reasons of the refusal or for the demonstration of non existence thereof or the Bank may cancel the provision of the Loan (*in Slovak: vypovedať poskytnutie úveru*) or a part thereof, to withdraw from the Loan Agreement (*in Slovak: odstúpiť od zmluvy o úvere*) or if a part of the Loan has already been disbursed, to request its repayment together with Interests pursuant to the provisions regarding the early maturity of the Loan hereof. If the Loan has not been disbursed in this connection, the Bank shall be entitled to request and the Client shall be obliged, upon the Bank's request, to pay the costs related to the concluding of the Loan Agreement. If the Bank allows the drawdown without the fulfillment of all Conditions of Drawdown or if there is a reason for the refusal to provide the Loan, it shall be in no case interpreted that the Bank waives or gives up the right to insist on the fulfillment of all Condition of Drawdown and to apply the consequences of such non-fulfilment anytime later or the right to apply the consequences with regard to the refusal to provide the Loan.

2.5.3. If any fact occurs which means that some of the Conditions of Drawdown cease to be fulfilled as of the Loan drawdown day or which constitutes a reason for the refusal to provide the Loan, the Client shall be obliged to inform the Bank thereon without undue delay, and if the Loan had already been disbursed, to repay it.

2.5.4. The Client's right to the provision of the Loan may neither be assigned (*in Slovak: postúpené*) to another person nor pledged (*in Slovak: založené*) without the Bank's written consent.

2.5.5. If the Loan is not provided within the Drawdown Period, the Bank shall not be obliged to provide the funds after the expiration thereof.

2.5.6. If the Loan is not drawdown in the agreed amount, the Bank shall be entitled to the Fee on the undrawn amount of the agreed Loan (commitment fee) during the Drawdown Period, also in the case that it happens due to the Bank's refusal to provide the Loan. If the Loan had not been provided at all, the Bank shall have the right to the settlement of the costs similarly as in the event of refusal of the provision of the Loan.

PART III: Loan Repayment

3.1. Financial amounts for the repayment of the funds provided to the Client and for the payment of Interests and Fees and Other Attribution, shall be settled by the Client in a cashless form from the Designated Account. By signing of the Loan Agreement it shall be agreed that the Bank shall debit the due amount of the Loan Principal or a part thereof (installment), Interests, and Fees and, where appropriate, the due amounts of Other Attribution (hereinafter jointly referred to as the "**Outstanding Amount**") from the Designated Account without any further order of the Client as the account holder, in the form of the Bank's collection and in the first order of the Client's payments.

3.2. The Client undertakes by the signing of the Loan Agreement to have, at least two Business Days preceding the due date of the Outstanding Amount, or if such day is a non-Business Day, on the immediately preceding Business Day, sufficient disposable balance on the Designated Account for the settlement of the Outstanding Amount. If the Client fails to have sufficient funds on such account within such periods, the Bank will, also repeatedly, debit the Outstanding Amount or a part thereof from the Designated Account also prior to other payment orders of the Client, as specified in the preceding Paragraph.

3.3. Unless there shall be sufficient disposable balance on the Designated Account within the periods specified in Paragraph 3.2. for the settlement of the Outstanding Amount, the Bank's right to the advance payment for the settlement of the Outstanding Amount (*in Slovak: právo na preddavok na zaplataenie dlžnej sumy*) shall arise, which shall be due within such period by means of debiting any of the Client's accounts maintained with the Bank.

3.4. The Client's payment liability shall be fulfilled upon the clearing of the paid amount to the loan account, in the event of the Loan Principal or to other account for the benefit of the Bank, in the event of other liabilities (Interests, Fees, and Other Attribution). Unless otherwise specified in the Loan Agreement, if the Client is in delay with the payment of any Outstanding Amount or if the paid amount is not sufficient for the settlement of all the liabilities, the paid amount shall be applied against the liability with earliest maturity, and in the event of liabilities with the same maturity date, against the Interests first, then against the Loan Principal and against the Default Interests and Fees afterwards.

3.5. Voluntary Prepayment Right

3.5.1. Unless otherwise resulting from the Loan Agreement, the Client shall be entitled to prepay the Loan Principal or a part thereof prior to the time determined in the Loan Agreement (voluntary installment) only based on its written notification delivered to the Bank, unless the Bank approves otherwise in writing, 30 days prior to such requested maturity, at the latest, and together with a duly filled-in payment order, unless the Client has specified in the notification the amount of the voluntary installment and its account, debiting which the Bank should settle the voluntary installment. The voluntary installment must be due on the last day of the Valuation Period in the amount of the Outstanding Amount of the Loan Principal or at least at the amount of the regular installment thereof, determined in the Loan Agreement, or its multiple, if agreed upon, whereas it shall be applied against the last regular installment of the Loan Principal first and then gradually against the installments preceding thereof; the determination of installments and maturity thereof shall be changed accordingly. The adjustment of installments pursuant to the preceding sentence shall be announced to the Client by the Bank upon and according to this arrangement.

3.5.2. Unless particularly agreed otherwise, the Client shall be obliged, upon each prepayment of the Loan Principal or a part thereof prior to the last day of the maturity period for which the Loan has been provided, to pay to the Bank, upon its request, a compensation at the amount by which the interests on the prepaid amount for the rest of such maturity period determined according to the Loan Agreement, exceed the interests, at which deposits in the Loan Currency with the maturity period

identical with such remaining maturity period or with other period which is closest to such period are traded on the respective interbank money market on the next Business Day after the prepayment; or the Bank shall be entitled, instead of such compensation, to the Prepayment Fee, at the amount determined in the Loan Agreement or in the Bank's Pricelist which shall be due together with the voluntary installment, whereas the voluntary installment shall be applied against such Fee as the first. Application of the Paragraph 503, Sec. 3 of the Slovak Commercial Code shall be excluded.

3.5.3. The provisions of Paragraph 3.5.2. hereof shall not affect the right of the Bank to claim from the Client, if the voluntary installment of Loan Principal shall be paid on a day different from the last day of the Valuation Period, settlement of the compensation (i.e. break costs), at the amount by which the interests, charged pursuant to the Loan Agreement, on the prepaid amount for the period from the prepayment until the last day of the ongoing Valuation Period, exceed the interests, at which deposits in the Loan Currency are traded on the Business Day, following the prepayment day on the respective interbank money market, and with the maturity period identical or similar to such remaining period of the ongoing Valuation Period. Application of the Paragraph 503, Sec. 3 of the Commercial Code shall be excluded.

3.6. The Client shall be obliged to repay the Outstanding Amount prior to the maturity date determined in the Loan Agreement and the Bank shall be entitled to request such repayment only if some of the facts occur which constitute, according to the Loan Agreement or these Business Terms and Conditions, a reason for the early maturity of the Loan (Event of Default).

PART IV:

Interests and Default Interests

4.1. The interest rate for the calculation of Interests shall be used as the percentage rate per year (*per annum* or *p.a.*). The interest rate may be determined by one item (single-component Interest Rate) or as a two-component Interest Rate which shall be determined as the aggregate of the agreed reference rate and of the margin. Provisions of Paragraph 4.7. hereof shall not be affected.

4.2. Unless otherwise agreed in the Loan Agreement, the Interest Rate shall be floating. The Floating Interest Rate shall or may change additionally, also repeatedly, according to the Loan Agreement and these Business Terms and Conditions, without further agreement between the parties or Client's consent. Unless otherwise agreed, the two-component Interest Rate derived from the reference rate shall change directly upon the change of the reference rate.

4.3. If the Interest Rate derived from the reference rate which shall be the sale (offer) rate on a certain interbank money market has been agreed upon and such rate has not been published at the time decisive according to the Loan Agreement pursuant to the rules of such market, the published purchase (bid) rate of the same market, increased by one percentage point, shall be similarly applied. If no such rate is available, the last published offer rate shall be similarly applied, increased within the ratio of the increase of the reference interest rate published by the Bank for the time from such last publication as of the time decisive according to the Loan Agreement. The reference rate published two Business Days prior to the first Business Day of the relevant Valuation Period shall be decisive for the respective Valuation Periods and shall be valid until the last but one day of such Valuation Period inclusive, with the exception of the overdraft facility when it shall be valid until the last day of such Valuation Period inclusive.

4.4. The Interests shall be calculated from the actual daily balances of the Loan Principal, commencing on the day of clearing of the amount of Loan drawdown to the loan account and ending on the day preceding the day of the full repayment of the Loan Principal; for the calculation of Interests, a year shall be counted as 360 days, unless otherwise specified in the Loan Agreement.

4.5. Interests shall be settled backwards for the period and at the time according to specification in the Loan Agreement.

4.6. Default Interests

4.6.1. In the event of Client's default with payment of the financial obligation or a part thereof (instalment), the Bank shall be entitled to request from the Client, together with the fulfillment of the obligation, also the Default Interests on the Outstanding Amount, starting from the due date of such delayed Outstanding Amount.

4.6.2. The Default Interests shall be settled at the amount determined according to the Interest Rate for the calculation of Interests on the due date of the Outstanding Amount, increased by the surcharge determined in the Loan Agreement or at the amount otherwise determined, as agreed in the Loan Agreement. The Bank may determine the Interest Rate for the Default Interests also otherwise by means of a written notification to the Client; however, such a determined amount of the Default Interests may not exceed the amount specified in the preceding sentence. The provisions on Interests shall be applied on other Default Interests related matters.

4.7. Special provisions on the Interest Rate change

4.7.1. If at the time decisive for determination of the Interest Rate applicable to the Loan it shall be reasonably revealed by the Bank that its costs of funding at the interbank money market, at the amount comparable to the drawdown amount of the Loan (costs of financing), are exceeding the amount of reference rate, agreed in the Loan Agreement or if it shall be revealed by the Bank during the Valuation Period that its maintenance costs of the provided Loan drawdown are exceeding the amount of reference rate, agreed in the Loan Agreement, then (i) the Bank shall be entitled to refuse further Loan drawdown; or (ii) the Bank shall be entitled, by means of the unilateral notification to Client, with effect from the day specified in such notification, to increase, pursuant to the Loan Agreement, the margin by the percentage determined by the Bank, matching the real costs of financing of the Loan or a part thereof or matching the maintenance costs of the concerned drawdown, selected from any source whatsoever, reasonably determined by the Bank.

4.7.2. If the Client fails to meet or fails to respect the obligations determined herein or in the Loan Agreement or if an Event of Default occurs, the Bank shall be entitled to increase the agreed margin by the amount determined in the Loan Agreement by means of an unilateral notification sent to Client, with effect from the day determined in the Bank's notification and until the time of termination of the reasons of such increase.

PART V: Fees and Compensations

5.1. If the Client is obliged, pursuant to the Loan Agreement or these Business Terms and Conditions, to pay the remunerations other than the Interests and compensations (in these Business Terms and Conditions referred to also as the “**Fees**”) and their amount is not determined in the Loan Agreement, their amount, or where appropriate conditions, shall be determined by the Bank’s Pricelist applicable at the time of maturity of the given Fee, or where appropriate, closer specified in the Loan Agreement (in these Business Terms and Conditions also as “**Pricelist**”).

5.2. The Bank shall publish the effective Pricelist on its internet site and by posting its text in its operating premises accessible to the public. The Bank shall notify the changes in Fees by means of publication of the effective Pricelist; change in the Pricelist shall become effective upon the publication thereof, unless otherwise specified therein.

5.3. Unless otherwise agreed, the Client shall be obliged to pay to the Bank all the costs demonstrated by the Bank, incurred by the Bank in connection with the contractual relationship between the Bank and Client, including the preparation and drawing-up of contractual documentation of the contractual relationships between the Bank and Client, as well as the changes thereof.

5.4. The Bank shall be entitled to charge to the Client any deductions, taxes and Fees prescribed by law which the Bank will have to pay in connection with the conclusion and duration of the legal relationship under the Loan Agreement or execution of rights related thereto, while these shall become due on the day of performance of the relevant payment by the Bank. The Client shall be obliged to settle to the Bank, upon its request, all the Fees, costs and expenses (including the costs of legal representation and travel expenses), incurred to the Bank in connection with the enforcement of the Outstanding Amount of the Loan or a part thereof, i.e. in particular with the filing of action and performance of other acts required for the maintaining or exercising of the Bank’s rights, resulting from the Loan Agreement or other agreement, e.g. Agreement on the Security (e.g. costs of the drawing-up of a notarial deed as an execution title (*in Slovak: notárska zápisnica s náležitosťami exekučného titulu*), while these shall become due upon the day of delivery of the above-mentioned request to the Client.

PART VI: Security

6.1. The Client undertakes by the signing of the Loan Agreement to provide itself or through a third person a suitable collateral or to provide other Security sufficient for the Bank for the satisfaction of the Bank’s receivables and fulfilment of Client’s obligations to repay the provided funds and to pay the Interests thereon as well as the agreed Fees and recoveries, and also of other financial liabilities of the Client, including the obligations resulting from the breach of the Loan Agreement, obligations in the event of early maturity of the Loan and obligations resulting from the withdrawal from the Loan Agreement or its cancellation by notice (*in Slovak: výpoveď*) and possible liabilities associated with the declaration of invalidity of the Loan Agreement or with its termination due to other reasons (hereinafter referred to as the “**Secured Receivable**” or “**Secured Obligation**”).

6.2. The Bank shall accept items (*in Slovak: veci*) or rights as the sufficient Security only up to the amount determined by the Bank. Unless otherwise determined in the Loan Agreement, the Security shall be created and maintained and the valuation of the subject of Security shall be performed at the Client’s expenses. The Client shall be obliged, upon the Bank’s request, to provide the Bank with necessary information and source documents for the verification of the legal competence of the offered Security and for the performance of valuation or the official valuation performed by an expert designated by the Bank, also if the pledgor (*in Slovak: záložca*) is or other Security is provided by a person other than the Client.

6.3. If the Security becomes insufficient during the term of the Secured Obligation due to its deterioration (e.g. upon the change in the price conditions, additional establishment of a pledge on the subject of Security for the benefit of Other Creditor without the Bank’s approval or if the proprietary capacity of the third person, securing the Client’s Obligations, shall deteriorate) or due to the deterioration of the Client’s Loan Capacity, the Client undertakes to supplement the Security without undue delay up to the initial extent or to the extent appropriate to the Outstanding Amount according to the Bank’s generally applied rules on the valuation of Security at the time of deterioration thereof and the Bank shall be entitled to request so.

6.4. During the existence of the Secured Receivable, the Client shall be obliged to inform the Bank in writing of all circumstances which have resulted or might result in the deterioration or frustration of the Security and according to the agreement with the Bank or upon its request, to submit to the Bank the required information and source documents for the verification of the Security sufficiency, including the actual expert valuation of the Security, and also for the verification of the proprietary capacity of the third person, securing the Client’s Obligations.

PART VII: Representations of the Client

7.1. By the signing of the Loan Agreement the Client represents and assures the Bank of the following:

Competence and Authorization to Carry Out the Business

7.1.1. The Client is authorized to carry out business in the area of purpose of the Loan and to conclude agreements and other arrangements and perform other acts associated with the provision of the Loan, namely, as determined in the Loan Agreement, as a natural person or a legal entity registered with the Companies Register or other register determined by law,

and any permits, licenses and decisions or other approvals required for the performance of its business have been issued, are valid and with legal force (*in Slovak: právoplatné*), if necessary.

Non-Existence of Bankruptcy and Other Proceedings

7.1.2. (1) There is no pending proceeding, leading to the limitation or suspension of its competence to legal acts, if the Client is a natural person or (2) if the Client is a business company or other legal entity, there is no pending proceeding, leading to the dissolution of the company or to a decision of a court on its invalidity or similar proceedings, if the Client is a different legal entity, there are no reasons for the commencement of such proceedings, that the shareholders or founders perform no acts for the dissolution of the business company or other legal entity and there is no proceeding which might preclude or substantially limit the exercising of the function of the statutory body or a member thereof; (3) neither bankruptcy has been declared nor composition or restructuring has been permitted nor a decision on their liquidation has been made over the property of the Client or of its major business partners (customers) or the property of a member of the Client's Group, in the event that a Client or a member of the Client's Group, being a legal entity, is concerned; (4) there is no pending legal dispute or other legal or administrative proceedings which might affect the validity of the Loan Agreement or the capacity of the Client or a member of the Client's Group to fulfil its obligations under the Loan Agreement and associated agreements (in particular the Agreement on the Security), and that according to its best knowledge there is no breach of their contractual or other commitment or other obligation which might produce such situation.

Validity of the Loan Agreement

7.1.3. The Loan Agreement has been duly approved on the side of the Client and duly signed on the Client's behalf according to its internal procedures, and constitutes a valid and legally binding direct obligation of the Client, enforceable in accordance with its conditions, while such obligation shall be, with regard to the priority of satisfaction of the Bank's receivable, at least on the same level as its other unconditioned, unsecured and unsubordinated obligations. This shall similarly apply also to other legal acts of the Client, performed as of the day of the signing of the Loan Agreement in connection therewith.

7.1.4. Client's consent, registration or other act of the public authority or other authority or person shall not be required, according to the legal regulation, articles of incorporation (foundation) or deed, articles of association, any other agreement, decision or other act binding for the Client, for the conclusion, effectiveness, exercise of rights and fulfilment of obligations under the Loan Agreement or similarly for other legal act associated with the provision of the Loan and, in the event it is required, such consent or other act has been granted to the Client and is effective.

Non-Existence of Breach and Default

7.1.5. Conclusion of the Loan Agreement and conclusion of other possible legal relationships associated with the Loan Agreement by the Client or a member of the Client's Group, fulfilment of obligations based on such agreements and the Loan drawdown by the Client are not in contradiction with any agreement, document, judicial decision, finding of an arbitration body or decision of an administrative body, regardless of the effectiveness or legal force which are binding for the Client or a member of the Client's Group or which affect the rights and obligations of the Client or a member of the Client's Group or affect their property relations and do not represent even a breach of any legal regulation; the Client declares that it is not in default with the payment of taxes, customs, fees, with the fulfilment of its obligations towards the Labour Office and public insurance companies or other obligations created by law or based on law.

7.1.6. The transaction based on the Loan Agreement shall be executed on its own account and the Client will use for its execution the means being its property and in the event the means of another person shall be used by the Client, it will indicate to the Bank the identity of such person in accordance with law.

Special Relationship to the Bank

7.1.7. The Client is not a person with a "special relationship" (*in Slovak: osobitný vzťah*) to the Bank according to Act on Banks. This declaration shall be considered true and repeated at each execution of the banking transaction. The Client undertakes to inform the Bank without an undue delay of the occurrence of a fact based on which it will become, according to Act on Banks, a person with a "special relationship" to the Bank. If the Bank shall find out that such declaration of the Client is untrue, the Loan, including the Interests for the whole agreed period of the Loan shall become due as of the day when the Bank has got knowledge of such fact, if legal circumstances are given which constitute for the Bank the obligation to agree upon such early maturity sanction.

Non-Existence of a Material Adverse Change

7.1.8. As of the day of signing of the Loan Agreement, the Client is not, within the meaning of the relevant legislation, in bankruptcy and no other reasons exist for the forced settlement of the Client's property relations, no fact exists which is, according to the Loan Agreement or these Business Terms and Conditions, identified as the reason for early maturity of the Loan and no substantial change concerning the legal, financial or economic position of the Client or a member of the Client's Group has occurred or concerning the capacity of the Client or a member of the Client's Group to fulfil any of its obligations, resulting from the Loan Agreement, these Business Terms and Conditions and other possible legal relationships associated with the Loan Agreement, as they have been demonstrated to the Bank or of which the Bank has been assured by the Client in writing or from publicly accessible information during the negotiations on the conclusion of the Loan Agreement.

True and Complete Information

7.1.9. All the documents and other written or oral information, submitted or communicated to the Bank in connection with the conclusion of the Loan Agreement or of any associated Agreement or in connection with the Loan drawdown by the Client shall be, as of the day of the submission or notification, true, complete, correct and are not in any material aspect misleading and that, as of the day of submission or notification of the abovementioned documents and other information to the Bank, material adverse changes have occurred neither in the matters covered by such information nor in the Client's business.

7.2. All the Client's representations and warranties, specified herein or in the Loan Agreement, and also in connection with the negotiations on the conclusion of the Loan Agreement shall be considered repeated by the Client by each Drawdown Request as of the day of its submission. In the event that (1) such representations shall prove, according to the state of circumstance of which the Client has assured the Bank by such representations, untrue as of the day when they have been made or later-on as a result of change in the relations, so that it shall mean an adverse state of any fact substantial for its readiness and capacity to fulfil its liabilities properly and on-time or their Security or (2) in the event that the circumstance, due to which it may

not rely upon the truthfulness of such representations, shall become known to the Bank and a satisfactory Client's explanation has not been provided to the Bank in time, the Bank shall be, according to circumstances, entitled to refuse to provide the Loan, to request a remedial measure from the Client according to the provisions of these Business Terms and Conditions concerning the special covenants of the Client or other rights and obligations shall arise according to these Business Terms and Conditions or according to the Loan Agreement.

PART VIII: Special Covenants of the Client

Execution of Business

8.1. The Client undertakes to perform its business activities related to the purpose of the Loan, and also its other business activities with the due professional and other care and to refrain from everything which would impair or endanger its capacity to duly and timely fulfil its obligations towards the Bank. The Client especially undertakes:

8.1.1. to maintain valid and to obtain or renew the necessary official permits, approvals, opinions or other documents and to comply with the binding conditions for the execution of the purpose of the Loan and for the performance of its other business, to perform such activities in accordance with generally binding legislation applicable in the Slovak Republic, including the regulations concerning the protection of the environment and the safety and health protection, and to similarly obtain and duly and timely perform the rights and obligations under the related agreements and other private-legal acts;

8.1.2. to keep duly and in accordance with legal regulations, its accounting books in which it shall consider also the information resulting from the agreed information covenants;

8.1.3. to have, during the term of the loan relationship with the Bank, its tangible fixed assets and inventories (if any) insured at the appropriate amount against ordinary risks and to maintain the insurance of its whole property and insurance of liability for damage caused to third persons, and for that purpose, to maintain the insurance contracts with recognized insurance companies in the scope usual for similar enterprises in the Slovak Republic;

8.1.4. to arrange, that the Bank's receivables towards the Client will be preferentially settled from the property that is subject to the Security and to arrange, that the Bank's receivables towards the Client will have, with respect to the order of payments, at least an equal position (*pari passu*) with all the unconditioned, unsecured and unsubordinated receivables of all its Other Creditors, with the exception of creditors whose receivables have priority exclusively due to the legal regulations, governing for example bankruptcy or restructuring, liquidation and execution.

8.1.5. The Client undertakes, without the prior written approval of the Bank:

a/ not to cease to carry out the business or limit or change it substantially;

b/ not to change, in unsuitable manner, the scope and conditions of the performance of the purpose for which the Loan is to be used which have served as the basis for the assessment of the Client's Loan application;

c/ neither to sell nor otherwise dispose of its long-term assets nor the property which serves for the Security of the Secured Receivables, including its contribution into the business company or other legal entity (this shall similarly apply also to the parts and accessories of the mentioned property), not even in the case that such property would be leased back or otherwise given to Client's use;

d/ not to provide to its other creditors (hereinafter jointly referred to as "**Other Creditors**") any collaterals, securing instruments or rights supporting the securing of its obligations against such Other Creditors or against any of them and at the same time will arrange that no of its obligations against Other Creditors is privileged in any manner whatsoever to the prejudice of its obligations resulting from the agreement between the Bank and Client, with the exception of those obligations, the different position of which is based on the generally binding law;

e/ not to prepay prior to their maturity any of its obligations from the received bank loans or other loans with the original maturity exceeding one year or if an amount exceeding more than 10% of the Loan subject to the terms hereof is concerned, also the Loans with shorter maturity, it will not assume the liability for preferential repayment of receivables of other banks or other financial liabilities, and will not in any other way preferentially treat its Other Creditors or debtors, in particular by agreeing the prices under the usual market prices or by granting of deferral of payment, exceeding the usual conditions in the industry of its business but will duly and in timely manner exercise its receivables and exercise its other proprietary rights;

f/ not to make, for the benefit of Other Creditor, in a notarial deed, a declaration on the consent with execution;

g/ will not issue a guarantee for another person and will not assume a debt (*in Slovak: prevziať dlh*) of another person or accede to an obligation (*in Slovak: pristúpiť k záväzku*) of such person;

h/ will neither provide a financial credit (*in Slovak: úver*) or loan (*in Slovak: pôžička*) to any third person nor will increase its financial indebtedness in contradiction with the conditions of the Loan Agreement;

i/ will not assign its rights and/or obligations, resulting from the Loan Agreement to any third person.

Information Covenants of the Client

8.2. The Client undertakes to provide to the Bank the agreed deeds and information, and according to circumstances, upon the Bank's request, also other documents and information, in appropriate scope, for the demonstration or verification of the use of the provided funds for the agreed purpose or for the demonstration or verification of the state of its legal proprietary and economic conditions substantial for its Loan Capacity as compared to how they have been demonstrated to the Bank by Client or of which the Client has assured the Bank by its representation, and to inform the Bank without undue delay on a material adverse change in any facts, substantial for its readiness and capacity to fulfil its obligations duly and timely. The Client especially undertakes to the Bank:

8.2.1. to submit the documents for the demonstration of the fulfilment of the Conditions of Drawdown;

8.2.2. to submit the documents, agreed or requested by the Bank, concerning the preparation and performance of the purpose of use of the Loan and to advise the Bank of the facts which might have adverse effects on the execution of such purpose and its other business, including the effects of new legislation and other measures, binding for the Client;

8.2.3. to submit to the Bank

a/ financial statements as of the last day of the accounting period, namely the balance sheet, profit and loss statement (income statement) and notes, in the event that the Client keeps the accounts in the double-entry book-keeping system or income/expenses statement and assets/liabilities statement, in the event the Client keeps the accounts in the single-entry book-keeping system, within the period of 25 days of drawing-up thereof, however, not later than within three months of the day as of which it is drawn-up, and similarly within such period also the extraordinary financial statements, and within the deadlines agreed with the Bank, other agreed accounting statements and documents;

b/ a copy of the auditor's report on the financial statements within the period not later than six months from the day as of which the financial statements are drawn-up, if the Client's financial statements must be certified by an auditor or if they are otherwise certified;

c/ a copy of the income tax return within 10 days after its submission to the tax administrator with the receipt acknowledgement by the tax administrator;

d/ consolidated financial statements certified by an auditor within the period not later than six months from the day of their drawing-up, in the event the Client has the obligation to draw-up the consolidated financial statements;

e/ upon the Bank's request, to submit such documents concerning any member of the Client's Group, if such documents are mandatory for such member under law or due to other reason;

8.2.4. to inform the Bank in time on any changes of its business seat and address, business name and the persons authorized to act on its behalf (in particular termination and nomination of the statutory body or a person being a member of the statutory body, and also other facts registered at the Companies Register or at other similar register and to submit the relevant current extract from the Companies Register or from other similar registers, further, to inform the Bank on revocation or termination of an power of attorney and on granting of a new one) and to support them by public, or where appropriate, by other appropriate deeds, according to circumstances, given that the Client may appeal to such facts from the Bank only if they have been notified in such manner thereto; this shall similarly apply to a change of such information on the side of a member of the Client's Group, securing the Client's obligations, if any;

8.2.5. to inform the Bank without an undue delay on material adverse changes in the state of its financial liabilities and claims and business relations, concerning its financial indebtedness, in particular to inform the Bank in writing on a significant decrease regarding the sale of its production, substantial breach of obligations of its suppliers significant for the performance of the purpose of use of the Loan, significant increase in the overdue receivables, acceptance of financial loans from Other Creditor and their amount (however, this shall not affect the obligation to request the previous approval from the Bank, if agreed), occurrence of default with tax and customs payments or with the settlement of payment obligations set by or based on the law;

8.2.6. to inform the Bank on the commencement of a legal dispute, concerning the settlement of a contractual or non-contractual liability at the amount, the one-off settlement of which may endanger the fulfilment of the Client's liability towards the Bank (unless otherwise agreed, it shall apply that such amount shall mean an amount equal at least to 10% of the Loan) or on the commencement of execution proceedings (*in Slovak: exekučné konanie*) for the enforcement of a claim at such amount, on a petition for bankruptcy or restructuring permit (*in Slovak: návrh na vyhlásenie konkurzu alebo povolenie reštrukturalizácie*) over the Client's assets or on other proceedings with comparable purpose, and also on the occurrence of circumstances which might lead thereto, and shall provide, upon request, to the Bank the information concerning its accounts in other banks and the balances thereof; similarly, the Client undertakes to notify of an adverse change in the legal, proprietary and economic relations on the side of the person who had provided the Security of the Client's obligations, if any;

8.2.7. if the Client is a legal entity, to inform the Bank in writing on the prepared change on the amount of the basic capital (*in Slovak: základné imanie*), prepared change in the share on the basic capital of a business company or cooperative (*in Slovak: družstvo*) or in the voting rights exceeding 10% of the basic capital or in the voting rights, prepared change of the legal form, prepared dissolution of the legal entity with liquidation (*in Slovak: zrušenie právnickej osoby s likvidáciou*) or without liquidation (division (*in Slovak: rozdelenie*), merger (*in Slovak: zlúčenie*), integration (*in Slovak: splynutie*) of the companies) at least 30 calendar days in advance and, without undue delay, also on the occurrence of facts which might lead to such change, and likewise without undue delay, also on the execution of such change, together with the date of the occurrence of its effects and to support it by the relevant deed, in the event of a change of shareholders (including shareholders of the joint stock company or members of the cooperative) owning in the legal entity a share exceeding 10% of the basic capital or voting rights, by a list of such shareholders with their identification data (including the country of seat or residence);

8.2.8. if the Client is a legal entity, to submit all the documents and information it is obligated to submit by law or, based on a decision of the relevant authority, to its shareholders, members or owners of bonds or temporary certificates, which it is obliged to publish, particularly not later than within 5 Business Days after such documents or information had been actually published or had supposed to be published;

8.2.9. if the Client is a municipality or other public corporation, to submit the information on the approved annual budget and statement of its fulfilment, always not later than within 30 days from the end of each calendar month and information on any prepared or adopted changes, particularly concerning the budget for the relevant year;

8.2.10. to provide to the Bank all the other information and documents reasonably required for the assessment of the legal, financial or economic position and for verification of the information which the Client had provided to the Bank or which the Bank had obtained from a third person. Such information must be provided to the Bank within the period specified by the Bank in its request. The Client shall be obligated to make all the efforts for the fulfilment of such obligations also in relation to any member of the Client's Group;

8.2.11. to provide to the Bank, upon its request, without undue delay all the information and continuous reports in written form related to the monitoring of the Client's solvency;

8.2.12. to allow to the Bank's employees or to other persons authorized by the Bank or to the authorized employees thereof the entry into operations and premises, where the Client performs its business and to let them examine the accounting books and other documentation and to verify the purposefulness of the Loan and the state of execution of the purpose of use of the

Loan and assets being used as the Security or the facts which are subject to the Client's information covenant according to the Loan Agreement or these Business Terms and Conditions.

Remedial Measures

8.3. If a material adverse change in any of the fact substantial for the readiness and capacity of the Client to fulfil its obligations duly and in time occurs, the Client shall be obliged, together with the notification according to Paragraph 8.2. hereof, to notify what measure it has taken or will take in order to eliminate or overcome such adverse effects. Unless the Bank considers such measures satisfactory, it shall be entitled to request from the Client the modification thereof or supplementing of the Security and to determine a reasonable period for that purpose; this shall similarly apply also if the Bank itself gets knowledge of such changes.

Execution of the Payments

8.4. During the term of the legal relationship under the Loan Agreement, the Client shall be obliged to execute its payment transactions through its accounts maintained with the Bank, up to the scope determined by the Loan Agreement, otherwise at least up to the scope corresponding to the share of the Loans provided by the Bank on the total Client's bank loans.

PART IX:

Events of Default and Early Maturity of the Loan

9.1. If Event of Default occurs, the Client's obligations shall become due and payable prior to their maturity determined in the Loan Agreement or pursuant thereto, particularly either upon the occurrence of the Event of Default itself (hereinafter referred to also as the "**Reason for Automatic Early Maturity**") or upon the Bank's notification stating that it insists on the early maturity of the Loan due to respective Event of Default occurrence (hereinafter referred to also as the "**Early Maturity Notice**"). The effects of the arrangement regarding the original maturity day according to the Loan Agreement shall thereby cease to exist and the Client shall be obliged to prepay the whole Principal with Interests, Fees and Other Attribution within shorter period determined according hereof.

Early Maturity of the Loan Based on the Bank's Early Maturity Notice

9.2. The reason for early maturity of the Loan, based on which the Principal with Interests, Fees and other attribution pursuant to the Loan Agreement becomes due upon the Early Maturity Notice, shall be:

9.2.1. if any due amount of the Principal and/or Interests and/or any installment thereof under the Loan Agreement is not paid within 3 Business Days from its maturity date or if such non-payment occurs within the contractual relationship between the Bank and the Client different from the Loan Agreement;

9.2.2. if the Client has used the funds from any Loan provided by the Bank for a purpose other than agreed or if the use for the agreed purpose has been frustrated (*in Slovak: zmareny*) after the provision of the Loan, or

9.2.3. unfavorable state of legal, proprietary or economic conditions on the side of the Client, particularly:

a/ if the Client is, according to the Bank's knowledge, in default with the payment of its liabilities towards other banks or Other Creditors resulting in particular from agreements on loan, credit or other financial performance, and/or if the Client is in default with the fulfilment of its financial liabilities towards state authorities (in particular tax administrator, customs office, public insurance companies and funds, and the like), including the case Other Creditor has declared early maturity of its receivables towards the Client resulting from other contractual relationships prior to its original maturity (with the exception that the Client demonstrates to the Bank in a trustworthy manner that its due obligations have been fulfilled or that Other Creditor does not insist on the early maturity thereof) or if default with the payment of financial liabilities of a member of the Client's Group occurs or if the Client has early prepaid its payment obligations or a part thereof towards Other Creditors; or

b/ if judicial proceedings have been commenced against the Client by any of its creditors or similar proceedings or several proceedings on the settlement of a contractual or a non-contractual liability at the amount exceeding 10% of the Loan balance, subject to these Business Terms and Conditions or even smaller amount, the one-off settlement of which endangers the fulfilment of the Client's liability towards the Bank or of its nearest instalment or if there exists an execution title (*in Slovak: exekučný titul*), binding the Client to such amount or if an execution (*in Slovak: exekúcia*) has been commenced against the Client or other proceedings or several proceedings for the forced enforcement of such financial liability amount, including the forced settlement of taxes, customs, deductions, penalties and similar payments or if there is other warning signal concerning such amount, which shall similarly apply if such facts are related to a member of the Client's Group, securing the Client's liabilities resulting from the Loan Agreement; or

c/ if a person other than the Client has filed a petition for bankruptcy (*in Slovak: návrh na vyhlásenie konkurzu*) over the Client's assets or a petition for the permission for restructuring (*in Slovak: návrh na povolenie reštrukturalizácie*) of the Client or a restructuring opinion (*in Slovak: reštrukturalizačný posudok*) is being prepared for such purpose without the Bank's approval or a petition for other proceedings with comparable purpose has been filed or there are conditions for the declaration of bankruptcy over the Client's assets, which shall similarly apply if such facts relate to a member of the Client's Group, securing the Client's obligations resulting from the Loan Agreement; or

d/ if the values of certain financial indicators, agreed in the Loan Agreement (financial covenants) are not respected or unless otherwise determined therein, if the values of indicators of the state of the assets and liabilities or certain components thereof, the difference thereof, costs, and revenues (expenses and incomes), or certain components thereof or of the Client's operational income determined from the Client's information given pursuant to the Loan Agreement, deviate as compared to the state at the time of negotiations on the conclusion of the Loan Agreement so that it is evident from their state, according to the method of the Bank, generally used for the assessment of the Client's Loan Capacity, that the Client's capacity to fulfil its obligations duly and on time is substantially endangered and such state lasts for more than 30 calendar days; or

e/ if, as the consequence of a legal regulation or other measure binding for the Client, the execution of the purpose for which the Loan has been provided becomes illegal or substantially limited or if there is a threat that, the Client's business license ceases to exist due to the violation of legal regulations (e.g. environment regulations) or due to other reasons and the Client fails to perform effective actions for preservation or renewal thereof; or

f/ if any supplier or customer of the Client fails to duly and in time fulfil its obligations substantial for the execution of the purpose for which the Loan has been provided and such conditions lasts for more than 30 calendar days; or

g/ if the Client, being a natural person, died and an agreement on the continuing of the Loan Agreement under the conditions acceptable for the Bank has not been reached with its heirs without undue delay; this shall similarly apply in the event of death of the natural person being the single or majority partner (shareholder) of a legal entity; or

h/ if the Client, being a natural person, has registered or has to register for the commencement of imprisonment or service of a term of imprisonment and other agreement has not been reached without undue delay; this shall similarly apply in the case of a natural person, being the single or majority partner (shareholder) of the Client; or

i/ if the Client is a legal entity and its statutory body or member thereof may not at all, or in the specified manner, act on behalf of it or decide on its matters, due to termination of its function and another person has not been appointed to such function without undue delay or if such facts occur on the side of the person appointed to the function of a statutory body or a member thereof, which substantially limit the statutory body in acting or in making decisions on behalf of the Client; or

j/ if the Client is a legal entity and the following has occurred without the Bank's approval: (i) change of the legal form of the entity being the Client; or (ii) merger (*in Slovak: zlúčenie*), division (*in Slovak: rozdelenie*) or integration (*in Slovak: splynutie*) of the legal entity, being the Client or (iii) change of the basic capital amount of the company, being the Client or if such circumstance occurred which constitute the reason for mandatory decrease of the basic capital of the company, being the Client; or

k/ if the Client has revoked a power of attorney, substantial for exercising of rights and fulfilment of obligations under the Loan Agreement or under the provided Security without replacing it by an equivalent authorization of suitable person; or

9.2.4. another circumstance or set of circumstances (including not only circumstances depending on Client's behavior) which have occurred or become known to the Bank, constituting the Bank's concern on the Client's capacity to repay its liabilities under the Loan Agreement or under another contractual relationship between the Client and the Bank, in particular:

a/ in the Client prevents the Bank from verifying the state of its economic relationships by the failure to submit to the Bank duly and in time the accounting reports agreed or requested by the Bank or if according to the auditor's verification, the information from the financial statements fail to truly show the state of the designated facts or if the Client's book-keeping is not kept completely, demonstratively and correctly or if the Client whose financial statements need not to be verified by an auditor by law, fails to satisfactorily explain the evident book-keeping discrepancies, and if any of such conditions lasts for more than 30 days of the Bank's call for remedy; or

b/ if the Client's representations on the facts substantial for its readiness and capacity to fulfil its financial obligations, made herein, in the Loan Agreement or in the Loan Application, prove to be untrue, including the information on the "special relationship" to the Bank pursuant to the Act on Banks or in the documents and other information provided to the Bank in accordance with the Loan Agreement, and also in other acts of the Client associated with the Loan, on the day when they were made or later, upon the change of the conditions during the term of the Client's obligations under the Loan Agreement and the Client fails to provide the additional explanation or it is unsatisfactory for the Bank; or

c/ if the Client performs acts for which the Bank's written consent is required according to the Loan Agreement or these Business Terms and Conditions, without such consent; or

d/ if the Client being a legal entity has failed, in connection with a change in its legal form or its internal relations which the Client is obliged, according to the Loan Agreement or according hereof, to notify to the Bank, to perform such notification in time or if it has failed, together with the notification of such fact or upon the Bank's request, to acknowledge writing without undue delay existence of its obligations (*in Slovak: uznať záväzok*) under the Loan Agreement or has failed to provide other affirmation satisfactory for the Bank thereof; or

e/ if the Client disputes the validity of the Loan Agreement or validity of other legal acts made by the Bank in connection therewith, or if the Client disputes its obligations resulting from the Loan Agreement; or

f/ if the Client has breached any other of its obligations according to the Loan Agreement or any other agreement concluded between the Client and the Bank (in particular the agreement by which the Security of the Client's obligations resulting from the Loan Agreement has been provided) or according to these Business Terms and Conditions and such breach represents from the Bank's view a threat to the Client's capacity to fulfil its liabilities under the Loan Agreement duly and in time; or

9.2.5. if, prior to the discharge of Client's Secured Obligations resulting from the Loan Agreement,

a/ the Bank gets knowledge of the enforcement of the pledge (*in Slovak: výkon záložného práva*) by Other Creditor (pledgee) which relates to the Bank's pledge or such Security is a subject of execution (*in Slovak: exekúcia*) for the satisfaction of Other Creditor; or

b/ the Security thereof otherwise impairs or ceases to exist and the Client fails to supplement the Security up to the required scope within the period determined by the Bank in the notice or if insurance which has been a condition for provision of the Loan ceases to exist; impairment of Security shall mean also such impairment of proprietary and economic relations of a member of the Client's Group, securing the Client's liabilities under the Loan Agreement, as specified for the Client under Paragraph 9.2.3. /a/, /b/, /c/ hereof or if such person declares in writing that it will not fulfil its obligation or that it is not capable of fulfilment thereof.

Reasons for the Automatic Early Maturity

9.3. Any of the following circumstances shall constitute the Reason for Automatic Early Maturity:

a/ if the Client has filed a petition for bankruptcy or a petition for the permission for restructuring over its assets; or

- b/** if the Client declares to the Bank in writing that it will not fulfil its obligation or that it is not capable of its fulfilment; or
- c/** if such facts occur which constitute a legal reason for the termination of the Agreement on the Designated Account and the Client at the same fails to determine other account maintained with the Bank for the payment of its liabilities; or
- d/** if a bankruptcy or permitted restructuring procedure has been declared over the Client's assets or court has refused the petition for bankruptcy due to insufficient assets of the Client; or
- e/** if the Client's license to conduct business has expired or the Client has factually suspended its business activity; or
- f/** if the Client, being a legal entity, has been dissolved with liquidation (*in Slovak: zrušený s likvidáciou*);
- g/** the Client has caused the frustration of delivery of the Early Maturity Notice.

9.4. Common Provisions

9.4.1. If any Event of Default occurs, the Bank shall be entitled to block all the Client's accounts maintained with the Bank and it shall not be obliged to execute any payment orders of the Client by debiting the Client's accounts or other deposit or against other receivable of the Client towards the Bank, and/or to fulfil other payment obligations up to the amount of the Outstanding Amounts under the Loan Agreement and in such case the Client shall be entitled to dispose of such funds only after the prior approval of the Bank.

9.4.2. Each Reason for Automatic Early Maturity shall constitute a resolutive condition (*in Slovak: rozvázovacia podmienka*), upon the occurrence of which the effects of the arrangement on the original maturity date of the Client's financial obligations under the Loan Agreement shall cease to exist and such obligations shall become due and payable as of the day of occurrence of the Reason for Automatic Early Maturity, and the Client shall be obliged to settle the due amounts also without the Bank's request.

9.4.3. If any Event of Default not being a Reason for Automatic Early Maturity occurs, and the Bank notifies the Client that it insists on the early maturity of the Loan due to such event, such obligations shall become due and payable as of the day of delivery of a written Early Maturity Notice to the Client or upon other day after dispatching such Notice and specified therein, with the exception of cases when enforcement of the pledge (*in Slovak: výkon záložného práva*) by Other Creditor, not being a preferred pledgee (first in order) has commenced whereas the Secured Obligations of the Client shall become due and payable on the day when the Bank has demonstrably got knowledge of commencement thereof. If the Client is a natural person, such notice may be delivered with such effects also to the heirs of the Client, who died or to a court conducting the probate proceedings, also in the event that the liquidation of inheritance has not been ordered.

9.4.4. If any Event of Default not being a Reason for Automatic Early Maturity occurs, the Bank shall have a right to an advance payment (*in Slovak: právo na preddavok*) from the Client for the settlement of the due amount which become due and payable upon the dispatching of the Early Maturity Notice, by means of debiting the Client's blocked accounts.

9.4.5. If Client's obligations become due and payable by reason of the Event of Default occurrence, the Bank shall be entitled to apply (to set off) its receivables according to the terms hereof that constitute the Set-Off Agreement. If the Client fails to fulfil its obligations within the time period determined according to Paragraph 9.4.2. or 9.4.3. or, within the other period mutually agreed, it shall be in delay (default) and the Bank shall be entitled to charge to the Client the Default Interests.

9.4.6. If Event of Default occurs, the Bank may withdraw from the Loan Agreement (*in Slovak: odstúpiť od zmluvy o úvere*), while the Client will be obliged to pay the Principal, Interests, Fees and Other Attribution within the period and to the account, specified in the Bank's withdrawal notice. If the Loan Agreement has been withdrawn from, only such provisions of the Agreement, or where appropriate, of other associated Agreements (e.g. Agreement on the Security), concerning the original maturity date of the Loan, shall cease to exist and the Principal with Interests, Fees and Other Attribution shall become due and payable upon the withdrawal from the Agreement. In particular, the provisions on the Bank's right to collection (*in Slovak: právo na inkaso*) from the Client's account (accounts), on the Client's obligation to provide to the Bank the necessary information and to allow the persons authorized by the Bank the entry into the premises of the Client and to examine its documentation, on the Bank's right to Interests and to Default Interests, the set-off right and the right to the enforcement of Security, and also the arrangements on the exercise of Banks' claims, including the court jurisdiction or arbitration clause, shall not expire.

9.4.7. If the Client's obligations become due and payable due to any of Events of Default occurrence or if the Bank in such case withdraws from the Loan Agreement, the Bank shall be entitled to enforce its rights resulting from the provided Security and the means supporting the Security, while the Client undertakes to permit (*in Slovak: strpieť*) such enforcement, and to provide the Bank with necessary cooperation.

9.4.8. The Bank shall have the right to choose which measure from those specified in Paragraph 9.4. of this Article (individually or cumulatively in their voluntary combination) shall be applied in such cases.

9.4.9. The Client shall be obliged, after getting knowledge of the occurrence of any Event of Default, to inform the Bank without undue delay thereof and, subsequently, to confirm its information in a written notification.

9.4.10. If the reminder of the Loan with Interests becomes due and payable, also other associated financial liabilities of the Client (if any), shall become due and payable.

PART X: Special Provisions on Overdraft Facility

10.1. If, according to the Loan Agreement, the Loan up to the agreed amount (hereinafter referred to as the "**Loan Limit**") and during the agreed period is being provided by means of execution of Client's payment orders to the debit of Client's current account maintained with the Bank (hereinafter as the "**Overdraft Account**"), even if the Client does not have sufficient own funds on such account (hereinafter referred to as the "**Loan Limit Drawdown**"), these special provisions on Overdraft Facility shall be applied preferentially to other provisions hereof.

10.2. The Bank shall clear the executable payment orders only up to the amount of the Loan Limit, effective at the time of the clearing; partial payments will not be executed. The Client's right to such clearing does not constitute a receivable from the account in the Bank (*in Slovak: pohľadávka z účtu v banke*).

10.3. Even if the Conditions of Drawdown have been fulfilled, the Bank will refuse the Loan Limit Drawdown if the Client's own funds on the Overdraft Account have been affected by limitations and injunctions due to the commencement of an execution (execution of a court decision) by compulsory debiting (*in Slovak: exekúcia prikázaním pohľadávky z účtu v banke*), until the time of expiration of such limitations and injunctions, unless otherwise agreed.

10.4. The Bank will not execute payment orders which may not be cleared due to full disbursement of the Loan Limit or may not be executed due to other reason and will inform the Client thereon.

10.5. The Overdraft Facility shall be registered and reported as a debit balance of the Overdraft Account. The Interests shall be calculated from the debit balance of the Overdraft Account. Upon each payment credited to the Overdraft Account which reduces its debit balance, the Loan Limit and the right to its drawdown shall renew and the Bank shall provide the Loan also repeatedly under the conditions determined in the Loan Agreement.

10.6. The Bank shall debit the Interests, Fees and Other Attribution from the Overdraft Account, in the first order of the Client's payments and regardless the amount of the Loan Limit, effective at the time of the clearing. Such amounts shall become a part of the Loan Principal upon their crediting to the debit balance of the Overdraft Account. The Client undertakes to have on the day preceding the due date of Interests, Fees and Other Attribution or if such day is not a Business Day, then not later than on the immediately preceding Business Day, a sufficient disposable balance on the Overdraft Account for their settlement.

10.7. If the Client's in default with repayment of the provided funds, the Bank may reclassify the Outstanding Amount, registered as the debit balance of the Overdraft Account including uncleared Interests and Fees, to the special loan account, established and kept for that purpose *ipso jure*. Upon such reclassification the interest rate on Default Interests shall be applied. The Loan Agreement and effects resulting therefrom until that time shall remain otherwise unaffected.

10.8. The reason for early maturity of the Loan, upon which the Loan Principal with the Interests, Fees and Other Attribution shall become due and payable, prior to the original maturity date determined in the Loan Agreement:

10.8.1. upon the Early Maturity Notice, shall be also the fact that the Client's own funds on the Overdraft Account have been affected by limitations and injunctions due to the commencement of an execution (execution of a decision) by compulsory debiting (*in Slovak: exekúcia prikázaním pohľadávky z účtu v banke*), provided that, prior to the expiration of such limitations and injunctions, the Client's own funds on the Overdraft Account are not sufficient to settle the enforced claim with attribution and there is no other agreement reached between the Bank and Client on the method of settlement thereof; or

10.8.2. the Reason for Automatic Early Maturity shall be also the occurrence of facts, constituting a legal reason for the cancellation of the Agreement on the Overdraft Account.

10.9. The cancellation or termination of the Agreement on the Overdraft Account with existing debit balance shall not be effective until full discharge of the Bank's receivables resulting therefrom.

PART XI:

Common and Final Provisions

11.1. By signing of the Loan Agreement it shall be agreed that the Bank's accounting records and extracts therefrom shall be decisive for the determination of existence and amount of the Bank's receivables and of the Client's obligations.

11.2. Set-Off Agreement

11.2.1. By signing of the Loan Agreement it shall be agreed that the Bank may use, by means of set-off (*in Slovak: započítanie*) of its Loan receivables, which could not have been settled from the Client's Designated Account at the time of maturity due to insufficient funds on such account, the funds on any account or other deposit maintained with the Bank or against other Client's receivable towards the Bank.

11.2.2. The right to an advance payment for the settlement of the Outstanding Amount shall also be considered as Loan receivable subject to Set-Off Agreement.

11.2.3. The set-off shall not be prevented by the fact that Client's obligation is in a currency other than the receivable of the Bank, as well as if the Client's obligation has not yet become due. If the set-off is effected against a deposit or other receivable of the Client towards the Bank which is in a currency other than the Loan Currency, then the purchase (bid) foreign exchange rate of the Client's obligation currency published by the Bank shall be used for the conversion, unless otherwise determined in the Loan Agreement.

11.2.4. For the purposes of set-off, the clearing against any of the Client's account may be performed also repeatedly.

11.2.5. If obligations of the Client towards the Bank result from several Loan Agreements or other credit transactions, the Bank shall be entitled to apply a payment towards a certain obligation also for the settlement of other due obligation of the Client.

11.2.6. The provisions hereof, concerning the payment of the Client's financial obligations by means of debiting any Client's account and concerning of other methods of satisfaction of the Bank's receivables, shall amend or change (as appropriate), the Agreement on the Current Account or other similar Agreement and shall take precedence over the arrangements thereof. Application of the provision of Paragraph 361 of the Slovak Commercial Code shall be excluded.

11.3. Delivery

11.3.1. Written documents concerning the obligations between the parties shall be delivered in person, by fax, courier or mail.

11.3.2. The Client shall submit written documents to the Bank personally in the designated premises of the Bank's branches during the business hours. A written document may be delivered to the Client personally in the Bank's premises, Client's premises or anywhere where the Client will be reached.

11.3.3. Written documents delivered by fax to the fax numbers specified in the Loan Agreement shall be regarded as delivered at the moment of their demonstrable delivery. The acknowledgement on the sending and delivery of a fax shall be the printed output from the sender's device, confirming correct data transmission. The above mentioned shall apply, unless receiving party proves otherwise.

11.3.4. The Bank shall deliver documents to the Client by courier or mail to the Client's delivery address or to the address of the Client's seat or place of business, registered in the Companies Register or other register or to the residence address, as

specified in the Loan Agreement. If it is not possible to deliver a document to the Client to such address, the Bank's obligation to deliver the document shall be deemed to be fulfilled on the day of its return by the post office as undelivered or, in case of delivery by courier, on the day when the delivery was rejected or frustrated by the act or omission of the Client or its authorized representative. If the Bank delivers the loan account statement or other document by mail, the delivery duty shall be complied with on the third day after the dispatching thereof according to the Bank's records.

11.3.5. If the Bank's delivery obligation has been fulfilled, the effects of the delivery shall occur also if the Client, or its authorized representative, will not get knowledge thereof.

11.3.6. Account statements, or where appropriate, other documents made as a computer data processing output, shall not require a signature when delivered, to which the Client provides its consent.

11.3.7. If the Client's delivery address or the address of its seat, place of business, or where appropriate, its residence as specified in the Loan Agreement has changed, it shall be obliged to notify the new address to the Bank in writing without undue delay; the Bank shall be obliged to deliver to an address other than the one specified in the Loan Agreement only if notified thereof by the Client in writing. This shall similarly apply, if the Client appoints a representative (agent) for the reception of documents, concerning the obligations resulting from the Loan Agreement and from a breach thereof.

11.3.8. If, based on a written arrangement between the parties, certain acts between them shall be carried out by means of data exchange through technical device (e.g. electronic mail) which enable the determination of the content of the act and of the acting person identity, whether separately or in connection with the original of the document or with other act, then the written form shall be observed and such document shall be deemed to be delivered at the moment specified or resulting from the arrangement between the parties in connection with the technical and operating conditions of use of such equipment, provided that agreed conditions or conditions set by law have been fulfilled.

11.4. The credit transactions shall be subject to bank secrecy according to the law. The Bank will provide the information, a report or data, concerning the matters which are subject to the bank secrecy, without the Client's consent only if the Bank is obliged or entitled to do so under the law or a binding regulation according to the law. The Client agrees with processing, making accessible and providing of the data which the Bank shall acquire or gets knowledge about in connection with the legal relation pursuant to the Loan Agreement, particularly (a) the data which are subject to the bank secrecy protection and (ii) personal data, up to the scope determined by the applicable legislation, particularly the Act No. 483/2001 Coll. on banks as amended, to the following entities: (i) to the Slovak Banking Credit Bureau, operating the Joint Bank Information Register (*in Slovak: spoločný register bankových informácií*) pursuant to the Act No. 483/2001 Coll. on banks as amended and to the entities in charge of processing of data of the Joint Bank Information Register, under the conditions determined by a special law, (ii) to the National Bank of Slovakia, banks and foreign banks branches pursuant to the Act No. 483/2001 Coll. on banks as amended, (iii) to companies within the Bank Group as determined in the General Business Terms of the Bank (especially to the parent company of the Bank as well as to the controlling company of the parent company of the Bank and then to companies WAVE Solutions Information Technology GmbH, with its seat at Nordbergstraße 13, A-1090 Vienna, Austria and UniCredit Global Information Services SpA, Via Livio Cambi 1, 20151 Milan, Italy) for the purposes related to the Bank's business within the Bank Group and the activities related to the Bank's participation in the financial consolidated unit pursuant to Act No. 483/2001 Coll. on banks and for the purposes of risk management and prudential banking and reporting within the Bank Group and (iv) to other entities, to which the above data may be provided pursuant to applicable law.

11.5. Change in the Agreement and Change in the Contractual Relationship

11.5.1. Change in the Loan Agreement may only be done by a mutual written agreement of the parties, in the form of amendments; this shall not affect the arrangements on the change of commitments based on a change of specified facts (e.g. concerning the floating Interest Rate, change in the Fees, consequences of certain legal changes or concerning the re-classification of the Outstanding Amount to the loan account in the event of Client's default) or change in the contractual relationship without the approval of either party, set or permitted by law or agreed in accordance with the law.

11.5.2. The content of the Loan Agreement determined by these Business Terms and Conditions may also be changed by a change (new wording) of these Business Terms and Conditions. The Bank shall change these Business Terms and Conditions from time to time and shall publish their new wording on its internet site and in its publicly accessible operating premises. If the new wording of these Business Terms and Conditions shall apply also to the Agreements concluded prior to the publication of such new wording, because it is justified for the achievement of the purpose of the Loan Agreement or for the maintaining of the balance of the legal position of the parties, by a change in law or by adoption of a new law or other legislation, by changes in their interpretation and application or due to a change in the relationships in the banking market or on the market on which the Client operates or a change in the operating conditions for the provision of the Bank's services, the Bank shall deliver the new wording of these Business Terms and Conditions to the Client. If the Client does not accept such new wording and no other agreement is reached with the Bank, the Client may return the outstanding Loan Principal with Interests to the Bank within 30 days from the day of delivery of the new wording of these Business Terms and Conditions to the Client without being obliged to pay the Prepayment Fee.

11.5.3. The Client shall apply for a change in the Loan Agreement in writing, demonstrating the necessary facts according to the Bank's requirements.

11.5.4. The Bank may assign a receivable against the Client or a part thereof to another person also without the Client's consent, both prior to and after its maturity. The Client agrees that the Bank shall be entitled to provide to the persons with whom it conducts negotiations on such assignment, all data and information concerning the business relationship according to the Loan Agreement, including those, constituting the subject of bank secrecy, however, only in the scope required for the achievement of the mentioned purpose.

11.5.5. The Client shall not be entitled without the Bank's approval to assign any of its rights under the Loan Agreement to another person or to transfer any obligations under the Loan Agreement to third persons.

11.5.6. Unless expressly agreed upon or otherwise set by the binding law, if the legal currency of the financial obligation pursuant the Loan Agreement, is replaced prior to its discharge by another legal currency, the obligation shall be *ipso jure* fulfilled and related rights shall be exercised in such new legal currency according to the conversion ratio of the new legal currency and replaced legal currency, while a reference in these Business Terms and Conditions and in the legal acts subject

thereto to any indicator in the replaced currency (e.g. reference interest rate) shall mean a reference to the equivalent indicator in the new legal currency.

11.6. Consequences of Certain Changes

11.6.1. If, due to a change in law or adoption of a new law or other legislation, change in their interpretation and application by courts, authorities and persons authorized to forced execution of judicial and other decisions (*in Slovak: nútený výkon súdneho alebo iného rozhodnutia*), by bank supervision authorities or public administration authorities, after the conclusion of the Loan Agreement, the duration of the Loan or exercise of its rights according to the Loan Agreement, including the rights under the Security, become illegal or unenforceable for the Bank, the Bank may request an appropriate, satisfactory for the Bank, change of the contractual relationship, and unless such change is reached within 30 days from the Bank's written request to the Client, the Client shall be obliged upon the next written request of the Bank, to return the Outstanding Amount with the Interests within the period specified in the Bank's notice.

11.6.2. If, as a result of the abovementioned legal changes or in connection therewith, additional or increased costs or liabilities shall occur for the Bank (e.g. due to change in requirements of the respective bank supervision authority, regarding the regulations of the compulsory minimum reserves) or decrease in the amount of Bank's receivables or its incomes from the provided Loan shall occur, then the Client will provide to the Bank, upon its request, an appropriate compensation. If the Bank shall request such compensation and the Client shall refuse it within 30 days in writing, the Bank shall be entitled to claim and the Client shall be obliged to repay the Loan and to settle the Interests prior to the maturity specified in the Loan Agreement, particularly without the Prepayment Fee.

11.6.3. If, in the case of the provision of the Loan in the form of fixed tranches or an installment loan in foreign currency, due to the circumstances on the international financial market, the Bank fails to have available the Loan Currency or if limitations of any kind exist in that connection, due to which the continuing of the Loan relationship would become illegal or uneconomical, the Bank shall be entitled to convert the Loan Currency into euro, and to adjust the interest conditions appropriately thereto, while the Bank shall be obliged to inform the Client thereon in writing.

11.7. Miscellaneous Provisions

11.7.1. By signing of the Loan Agreement the Client represents, that it extends the time bar period (*in Slovak: premlčacia doba*) for receivables and other rights of the Bank from the Loan Agreement up to 10 years from its first commencement.

11.7.2. If, according to the Loan Agreement, the Loan shall be provided to several persons, such persons shall have joint participation in the Loan Agreement on the side of the Client (co-borrowers) and their obligations resulting from the provided Loan shall be joint and several (*in Slovak: spoločné a nerozdielne*) and the Bank shall be entitled to request the performance of the total amount of the Loan in the scope of the Principal, Interests and Other Attribution from any one of them.

11.7.3. The provision on the blocking of Client's accounts if an Event of Default occurs shall similarly apply also if sufficient disposable balance of funds for the settlement of the Outstanding Amounts fails to be in time on the Designated Account.

11.7.4. If any provision of the Loan Agreement or any provision hereof becomes invalid, it shall not affect the validity of other provisions. For the case of invalidity, the parties undertake by the signing of the Loan Agreement, to replace the invalid provisions by new provisions corresponding to the economic purpose of the Loan Agreement and to the intention of the parties at the time of its conclusion.

11.7.5. All the liabilities and obligations resulting for the Client in connection with the Loan Agreement and by the related Agreements shall be transferred onto the Client's legal successors, while in such case the Client shall guarantee the settlement of the Loan receivable together with Other Attribution thereof.

11.7.6. If the Bank omits or is in delay with the execution or exercise of any right or claim under the Loan Agreement, it shall not be considered as waiving or giving up of such rights and claims by the Bank. Rights and claims of the Bank resulting from the Loan Agreement or related Agreements shall not exclude or limit the exercise of other rights and claims which have arisen or will arise to the Bank from other legal acts or events.

11.7.7. Unless otherwise agreed, the Client and the Bank conclude the Loan Agreement and the related Agreements for the period until the settlement of all obligations resulting therefrom.

11.8. The Bank shall make the effective wording of the Business Terms and Conditions available on its internet site and on its publicly accessible business premises. The Client represents and acknowledges by its signature hereunder that, prior to the conclusion of the Loan Agreement, it has become acquainted and agrees with the terms hereof and in witness thereof attaches the signature on its behalf:

In _____ on _____

Client: ¹

Acting on the Client's behalf²:

Signature:

Signature:

¹ Business name, address, and Company Registration Number (IČO).

² Please enter „client personally“ or specify the name and surname, position or eventually the birth identification number, residence address of the person or persons authorised to act on behalf of Client