



### I. Introductory Provisions

1. These Credit Terms and Conditions for Legal Persons (the “**Credit Terms and Conditions**”) constitute Product Terms and Conditions under the General Business Terms and Conditions (the “**General Terms and Conditions**”). The Credit Terms and Conditions and the General Terms and Conditions form part of the Contract. The Client shall familiarize itself with them and comply with them.
2. Capitalised terms used in these Credit Terms and Conditions shall have the meaning defined in Article XVIII of these Credit Terms and Conditions.

### II. Forms of Credit

1. These Terms and Credit Conditions shall apply to the following forms of Credit:
  - a) Overdraft Credit;
  - b) Short-term Credit;
  - c) Medium-term Credit
  - d) Long-term Credit;
  - e) Revolving Credit;
  - f) Discount Credit;
  - g) Bank Guarantee;
  - h) Documentary Letter of Credit;
  - i) other forms of Credit described in the Contract.

### III. Purpose of Credit

1. The Client shall use the Credit exclusively for the purpose agreed in the Contract. At the Bank’s request, the Client shall at any time satisfy the Bank that it used or still are using the Credit for the purpose agreed in the Contract.

### IV. Credit Facility

1. The Credit Facility or Limit is stipulated in the Contract.
2. The Client shall utilise the Credit in the Credit Currency.
3. The Client may utilise the Credit up to the Credit Facility or the Credit limit, as the case may be.
4. If, for any reason, the outstanding amount of the Credit exceeds the Credit Facility or the Credit Limit, that part of the principal of the Credit shall become immediately due and payable. Until the Client repays this part of the Credit’s principal, the Bank may demand default interest on this part of the Credit’s principal in the amount specified in the relevant Interest Rate Notice.

### V. Utilisation of Credit

1. **Utilisation of Credit**  
The Client may utilise the Credit on or after the Business Day following the date on which the Client fulfilled the Conditions Precedent to the utilisation. The Client and the Bank may agree that the Credit may be utilised as early as the Business Day on which the Client fulfilled all the Conditions Precedent to the Utilisation. The Credit may be utilised in a single or several instalments. The Overdraft Credit and the Revolving Credit may be utilised repeatedly. The Credit is considered provided as soon as it has been deducted from the Bank’s funds and credited to the Client.
2. **Utilisation of the Overdraft Credit**  
The Bank makes the Overdraft Credit available for utilisation by allowing the Client to utilise the overdraft on the given Current Account if the Client keeps a Current Account denominated in the Credit Currency with the Bank.
3. **Utilisation of the Short-term, Medium-term, Long-term and Revolving Credit**  
The Bank makes the Short-term, Medium-term, Long-term and Revolving Credits available for utilisation against the Application the specimen of which is annexed to the Contract. The Client shall submit the Application, duly completed and signed, to the Bank at all times at least 2 Business Days before the sought Utilisation Date unless the Client and the Bank agree on a shorter period of time. Once submitted, the Application cannot be modified or cancelled without the Bank’s prior consent. If the Application fails to satisfy the requirements specified by the Bank, the Bank shall not make the Utilisation available and shall notify the Client of this fact within 2 Business Days of delivery of the Application. The procedure of Utilisation is specified in the Contract.
4. **Utilisation of the Discount Credit**  
The Bank shall make the Discount Credit available for utilisation under the terms and conditions specified in the Contract. The Bank will not accept for discounting any promissory notes it has not approved in advance in the Application. The Bank is not obliged to accept a promissory note for discounting if its fails to satisfy the conditions set forth in the Business Terms and Conditions of Komerční banka, a.s., pobočka zahraničnej banky, governing the discount of foreign promissory notes.
5. **Issuing of Bank Guarantee, Letter of Credit**  
The Bank shall issue a Bank Guarantee or a Letter of Credit in the manner and subject to the terms stipulated in the Contract.

### VI. Conditions Precedent to Utilisation

1. The first Utilisation may only take place if:
  - a) the Client has paid to the Bank the processing fee or another fee for arranging and provision of the Credit specified in the Contract;
  - b) The Client has provided the Bank with the original or officially verified copy of an up-to-date extract from the commercial register in respect of the Client not older than one month before the date of signing of the Contract, copies of its constitutional documents (Memorandum of Association/



Memorandum of Incorporation or the Deed of Incorporation and Articles of Association, if any), as amended, as well as the documents evidencing that the Client's authorised body (e.g. general meeting, supervisory board, municipal council or self-governing region council) had granted its prior consent to the execution of the Contract if such a consent is required by law or by the Client's Memorandum of Association/Memorandum of Incorporation or the Deed of Incorporation or the Articles of Association, or that other persons or public administration authorities of relevant jurisdiction had authorised the Client to execute the Contract;

- c) the Client has satisfied the Bank that the security for its obligations under or in connection with the Contract had been provided;
- d) the Client has provided the Bank with other deeds and/or met other conditions, as specified in the Contract;

all of the above in the form and substance satisfactory for the Bank; all the documents provided to the Bank must satisfy the requirements or sufficiently evidence the relevant facts.

2. Each Utilisation may only take place if:

- a) The Client shall confirm with the Bank in writing, either in the Utilisation Application or in another way, that all statements made by the Client in the Contract (together with the statements included in the Credit Terms and Conditions) are true, complete and not misleading as at the date of delivery of the Application. If the Overdraft Credit is utilised, the Client shall confirm the facts set out in the foregoing sentence in writing only if requested by the Bank to supply such a confirmation;
- b) As at the date of delivery of the Application, an Event of Default neither exists or is threatened nor an Event of Default as a result of the Utilisation is threatened;
- c) As at the date of delivery of the Application, the Bank has received all documents to be received by the Bank under or in connection with the Contract, such documents having the form and substance satisfactory for the Bank; and
- d) As at the date of delivery of the Application, the Client is not in Crisis and no Crisis in respect of the Client is threatening to occur as of the date of the Utilisation.

3. In connection with the fulfilment of the Conditions Precedent to the Drawdown, the Bank is not obliged to accept any document if the Bank reasonably doubts the originality or correctness of that document

## VII. Calculation of Interest; Change of Currency

### 1. Calculation of Interest

Unless specified otherwise, interest arising from the Contract shall be calculated on the basis of the actual number of days elapsed and a 360 day year (Actual/360), except for AUD, GBP and JPY to which the calculation method using the Actual/Actual day count shall be applied, and except for the calculation of interest on the Overdraft Credit to which the calculation method using the Actual/Actual day count shall be applied. Interest on discount of promissory notes shall be calculated on the basis of the actual number of days elapsed and a 360 day year (Actual/360), including AUD, GBP and JPY. The Client shall pay interest to the Bank from the date of provision of the funds to the date of repayment of those provided funds. In the case of the Discount Credit, the Client shall pay interest for the period from the discount date to the payment date of the discounted promissory note. Interest shall be calculated on the actually utilised amounts.

### 2. Change of the Floating Rate

If there is an extraordinary market failure further specified in this clause below, the Bank may alter the structure of the interest rate from EURIBOR/LIBOR/PRIBOR to a substitute interest rate that represents the costs incurred by the Bank to raise the money necessary to finance the Credit. The substitute interest rate shall be RS KB in the Credit Currency, with the minimum substitute interest rate being zero (0).

Market failure means such a situation in the market where on a given day, the costs of the Bank of raising the money (deposits) in the interbank market exceed the applicable listed value of EURIBOR/LIBOR/PRIBOR or the relevant EURIBOR/LIBOR/PRIBOR value is not listed. In the case of Overdraft Credit or Revolving Credit, market failure also means such a situation in the market where on a given day, any of the EURIBOR/LIBOR/PRIBOR values listed for a shorter period of time exceeds any of the EURIBOR/LIBOR/PRIBOR values listed for a longer period.

The Bank shall forthwith notify the Client in writing of the executed change. The Bank may reverse the structure back to the original market rate after the end of the market failure period defined in this clause above.

### 3. Interest on the Overdraft Credit

The Bank shall charge interest on the utilised principal of the Overdraft Credit to the Client's Current Account on a monthly basis, as of the last day of the calendar month for which interest is charged. The Bank may adjust the RS KB rate, providing the rate has been arranged, with regard to the market rate development and the Bank's business policy. During the Term of the Overdraft Credit, the Actual/Actual day count method shall apply also to calculation of credit interest on the Current Account.

### 4. Interest on the Short-term, Medium-term and Long-Term Credit

Interest on the utilised principal of the Short-term, Medium-term and Long-Term Credit shall be charged to the Client's Current Account and shall be due on dates agreed in the Contract, with the last payment of interest being paid on the Final Due Date. The Client expressly consents to the Bank's right to adjust the RS KB rate for the Credit Currency, providing the rate has been arranged, with regard to the market rate development and the Bank's business policy.

### 5. Interest on the Revolving Credit

Interest on the utilised principal of the Revolving Credit shall be charged to the Client's Current Account and shall be due on dates agreed in the Contract, with the last payment of interest being paid on the Final Due Date. The Bank may adjust the RS KB rate, providing the rate has been arranged, with regard to the market rate development and the Bank's business policy.

### 6. Discount of Promissory Notes

The Bank shall credit the proceeds of a discount with respect to a promissory note (i.e., the promissory note amounts decreased by the discount commission and interest agreed in the Contract) to the Client's Current Account. The Client shall not become entitled to reimbursement of a proportionate amount of interest in the event of an early repayment of promissory note amounts or all liabilities set out in the Contract. At discounting the promissory notes, currencies shall be converted using the Rate in accordance with the procedure under Article VIII(1) hereof.

### 7. Interest Rate Reduction

The Bank may, at its discretion and with immediate effect, reduce the interest rate for a period of time determined by the Bank and inform the Client about the reduction without delay by registered letter.

**VIII. Repayment****1. Repayment Currency; Foreign-Exchange Risk; Declaration of Bankruptcy**

The Client shall repay the Credit within the deadlines and in the manner agreed in the Contract and in the currency in which the Credit has been provided, without any reduction due to a set-off, adverse claim or legal proceedings with similar effects. If the Bank allows the Client to repay the Credit in a currency other than that in which the Credit has been provided, the Client shall bear any and all foreign-exchange risk associated with the Credit. For the conversion, the Exchange Rate as per the Bank's exchange rate quotations valid on the conversion date shall be used; namely, the "deviza/valuta nákup" Rate (foreign currency buying rate – cash on account) for conversions to EUR of a foreign currency and the "deviza/valuta predaj" Rate (foreign currency sale rate – cash on account) for conversions to a foreign currency of EUR.

The Client and the Bank agree that notwithstanding the Due Date, the Credit shall be due as of the date on which the declaration of bankruptcy of the Client becomes effective.

The Client and the Bank agree that if the Contract is terminated for the reasons set out in the General Terms and Conditions, the Credit shall be due as of the date of termination of the Contract, regardless of the Due Date or the Final Due Date. In such a case, the Client shall pay a compensation for the prepayment of the Credit.

**2. Making Payments Charging the Client's Account**

The Client shall ensure that sufficient funds are available in their accounts kept on the Due Date of the relevant interest, principal, default interest and other financial liabilities repayment instalments of the Client in accordance with the Contract. The Client and the Bank agree that the Bank may encumber, without the Client's special order (consent), the Client's accounts with the Bank by payments set out in the preceding sentence, unless agreed otherwise. The Client shall not be released from their responsibility for liabilities ensuing from the Contract nor shall be their liabilities under the Contract decreased if the Bank fails to execute the relevant payment to the debit of some of the Client's accounts with the Bank on the relevant Due Date. A statement from the Bank's accounting books shall be considered sufficient evidence of the liability ensuing from the Contract, except for cases of an apparent error.

If the Client and the Bank agree on an automatic payment of repayment instalments of the Credit's principal and interest by transferring them from the Client's Current Account and this payment falls on a Business Day other than Monday, the Bank may refuse to release the Client's funds held on the Current Account up to the amount of the relevant repayment instalments of the Credit's principal and interest starting at 12.00 a.m. (midnight) of the day on which the payment of repayment instalments of the Credit's principal and interest falls. If this payment falls on Monday or a day that is not a Business Day, the Bank may refuse to release the Client's funds held on the Current Account up to the amount of the relevant repayment instalments of the Credit's principal and interest starting at 12.00 a.m. (midnight) of the day immediately following the last Business Day before the day on which the payment of repayment instalments of the Credit's principal and interest falls.

**3. Order of Satisfaction of Liabilities**

If the Client is obliged to satisfy several due liabilities under the Contract or due liabilities under other obligations to the Bank at the same time and the provided performance is insufficient to satisfy all of the Client's due liabilities owed to the Bank, the payment provided by the Client shall be used to satisfy the Client's liability owed to the Bank determined according to the Rules.

**4. Deductions**

Any payments made by the Client under the Contract must be made free of any deductions. If the law obliges the Client to perform deductions on any such payment, the Client shall increase the amount so that, after the deductions, the Bank receives an amount equal to that it should have obtained under the Contract.

**5. Early, Late Repayment; Default Interest**

The Client may repay the provided funds to the Bank prematurely (early) under the terms specified in these Credit Terms and Conditions and in the Contract.

If the Client defaults with repayment of the principal or its due portion, it shall, from the first day of default until the date of repayment, pay default interest to the Bank from the defaulted amount at the rate equal to the difference between the default interest rate as set out in the relevant Interest Rate Notice and the interest rate on the Credit. The Bank may require default interest on the amounts the Client defaults with in the amount set out in the relevant Interest Rate Notice, from the first overdue day until the date of repayment of the due amount. If during the Client's default, the default interest rate under the relevant Interest Rate Notice or the interest rate of the Credit changes, the default interest to be paid by the Client under the preceding sentence of this clause shall also change, from the effective date of the change of the applicable interest rate. The payment of the default interest shall be without prejudice to the Client's obligation to compensate the Bank for the damage incurred due to the Client's default. If the Client repays the due amount within five (5) calendar days after its maturity, its obligation to pay default interest to the Bank shall terminate.

**6. Repayment of the Overdraft Credit and Revolving Credit**

The Client may repay the Overdraft Credit and the Revolving Credit to the Bank at any time, but in any case on or before the Final Due Date. The Client shall inform the Bank of its intention to repay the Revolving Credit or a part of it no later than two (2) Business Days before the intended repayment.

During the Utilisation Period, the Client may utilise the Overdraft Credit and the Revolving Credit repeatedly. However, the outstanding amount of the Overdraft Credit shall not exceed the Limit.

**7. Repayment of the Short-term, Medium-term and Long-term Credit**

The Client shall repay the Short-term, Medium-term and Long-term Credit within the deadline (deadlines) specified in the Contract.

**8. Repayment of the Discount Credit**

The Discount Credit shall be repaid to the Bank by payments of bill amounts by the key bill debtor (acceptor of a bill of exchange or issuer of a promissory note) on payment days (due dates) of individual bills. If a bill of exchange is not paid by the acceptor or a promissory note by its issuer, the Bank may, in accordance with the General Terms and Conditions, pay the bill amount remittance from the Client's Current Account. If a bill or its part is not paid even from the funds on the Client's Current Account or in another way, the Bank may demand that the Client pay default interest (on the outstanding amount) at the rate specified in the relevant Interest Rate Notice, for the period from the date following the due date of the bill until the date of repayment of the outstanding amount. In such a case, the Bank shall not release the bill (bills) to the Client until the outstanding amount has been paid by the Client. The Bank may also demand that the Client pay all the expenses of the Bank associated with the collection of the bill abroad, including the Bank's fee for the collection of a foreign bill and the expenses incurred by sending the foreign bill abroad.

**9. Prepayment or Partial Utilisation of the Credit**

9.1 Unless the parties agree otherwise, on prepayment of the entire principal of the Credit or its part, the Client shall pay to the Bank a compensation for the prepayment agreed as the higher amount of: (a) zero (0); and (b) the difference between the Present Value of the Original Credit and the Present Value of a New Credit.

The Client shall pay to the Bank the above compensation for the prepayment also if the Credit becomes payable prior to the Due Date or the Final Due Date due to the termination of the Contract for reasons set out in the General Terms and Conditions.

9.2 Unless the parties agree otherwise, in the case of a partial utilisation of the Credit as at the end of the Utilisation Period, which also means no utilisation of the Credit, the Client shall pay to the Bank the partial Credit utilisation payment that is determined as the higher amount of: (a) zero (0); and (b) the difference between the Present Value of the Original Credit and the Present Value of a New Credit.

If less than 10% of the Credit has been utilised as at the end of the Utilisation Period and at the same time the original Utilisation Period does not exceed 12 months from the date of the Contract, the Bank shall not demand, in the case of a partial utilisation of the Credit, that the Client pays the payment.

9.3 If the individual Relevant Period is shorter than or equal to 365 days in a non-leap year and 366 days in a leap year, the discount rate for the purposes of the Present Value of the Original Credit and the Present Value of a New Credit as at the date of repayment of the Credit or partial utilisation of the Credit shall be IBOR (EURIBOR, LIBOR, PRIBOR, etc.) eventually a rate that has replaced IBOR, for the period of the individual Relevant Period valid for one (1) Business Day before the date of repayment of the Credit or partial utilisation of the Credit. If this rate is not fixed or listed, the last known rate shall be used.

If the individual Relevant Period is longer than 365 days in a non-leap year and 366 days in a leap year, the discount rate for the purposes of the Present Value of the Original Credit and the Present Value of a New Credit as at the date of repayment of the Credit or partial utilisation of the Credit shall be the value of the swap "bid" rate in the relevant currency for the relevant period published through Thomson Reuters - preference shall be given to the rates from the XXXIRS=ICAP page (XXX according to the ISO code of the currency) at approximately 2.00 pm one (1) Business Day before the day of prepayment of the Credit or partial utilisation of the Credit. If this rate is not fixed or listed, the last known rate shall be used.

**IX. Security**

1. If the Contract stipulates that the obligations of the Client under the Contract must be secured, the Client shall provide the Bank with security for its obligations, in the form, amount, content and within deadlines requested by the Bank in the Contract, and maintain this security for the duration of any obligation of the Client owed to the Bank in connection with the Contract.

2. Unless specified otherwise in the Contract or security documents, the security shall secure all obligations of the Client owed to the Bank or claims of the Bank against the Client arising in connection with the Contract.

**3. Proving the Existence of Security**

At the Bank's request, the Client shall, without unnecessary delay, satisfy the Bank that the security continues to exist to the extent prescribed by the Contract.

**4. Deterioration of Security**

If the security or any part of it ceases to exist, becomes ineffective, deteriorates or is otherwise disputed, unless the Bank applies the procedure under Article XIII(3) of these Credit Terms and Conditions, the Bank may demand that the Client supplement the security or replace the security with other adequate security within a set period of time that may not be shorter than 10 Business Days. If the Client fails to comply with the Bank's demand within the set deadline, the Bank may proceed in accordance with Article XIII(3) of these Credit Terms and Conditions. At the Bank's request and without undue delay, the Client shall also supplement the security if as a result of worsened financial or business situation of the Client or as a result of other circumstances, the existing security is found to be insufficient. If the Client fails to comply with the Bank's demand under the preceding sentence, the Bank may proceed in accordance with Article XIII(3) of these Credit Terms and Conditions.

5. In relation to the secured assets used to secure the Client's obligations owed to the Bank, the Client agrees not to transfer, assign, dispose of or otherwise allow third parties to acquire any right *in rem* to those secured assets, or not to provide them as deposit in favour of a person other than the Bank without the prior written consent of the Bank. The Client agrees that the person other than the Client providing securing shall not transfer, assign, dispose of or otherwise allow third parties to acquire any right *in rem* to those secured assets, or to provide them as deposit in favour of a person other than the Bank without the prior written consent of the Bank.

Without the prior express written consent of the Bank, the secured obligation shall not pass to the transferee of the secured assets.

If, after the transfer of ownership of the secured assets by the Client or the person other than the Client providing security, the Bank is invited in writing to accept the transferee of the secured assets as the new borrower instead of the Client, the Bank may comment on this written invitation within 30 days of delivery of the written invitation to the Bank to the address of the Client's place of business.

**X. Obligations of the Client****1. Current Account with the Bank**

During the existence of any claim of the Bank owed to it by the Client under the Contract or any claim associated with the Contract, the Client undertakes to keep a Current Account with the Bank to be used to make payments of principal of and interest on the Credit, fees, charges and other claims of the Bank owed to it by the Client arising in connection with the provision of the Credit. During this period, the Client may not terminate or rescind the contract for opening and maintenance of the Current Account. Without the prior written consent of the Bank, the Client may not pledge or otherwise encumber by rights of third parties its claims against the Bank under the contract for opening and maintenance of the Current Account or assign them to a third party.

**2. Payment Domiciliation**

During the period of effectiveness of the Contract, the Client shall direct payments of its trade receivables or payments of its other receivables to its Current Accounts held with the Bank, where the ratio of these payments shall be at least equal to the ratio of the Bank's credit exposure to the Client (including limits for off-balance sheet products) to the overall credit exposure of all banks to the Client.

**3. Pari Passu Clause**

The Client undertakes to keep its obligations under the Contract until their full repayment, in terms of quality and the provided secured assets of these obligations and the priority of satisfaction, at least equivalent (*pari passu*) to all its other existing and future obligations. This shall not apply to those obligations whose more favourable ranking results from mandatory provisions of law.

**4. Negative Pledge**

During the term of the Contract, the Client undertakes not to issue a guarantee or transfer, dispose of, assign, rent or provided as collateral any of its assets or any part of its assets to a third party (with the exception of persons controlled by the person controlling the Bank) and not to dispose of its assets or any part of its assets with similar legal effects or encumber its assets or allow them to be encumbered by any other rights of third person (with the exception of persons controlled by the person controlling the Bank) without the prior written consent of the Bank. The Client further undertakes not to accept or provide a credit or loan or any other form of financing or issue or discount a bill or accept a foreign bill of exchange and not to enter into any hire purchase contracts or leasing/rental contracts as tenant without the prior written consent of the Bank. The Bank undertakes not to reject its consent for no good reasons.

The above limitations shall not apply to: (i) a transfer, sale or assignment of the Client's assets or part of those assets that is, especially in terms of its nature, purpose, scope and volume, usual in carrying out routine operations directly resulting from its business objects, provided that this shall take place solely under normal market conditions; and (ii) charges on the Client's assets in connection with securing the Client's obligations owed to the Bank.

**5. Information**

The Client undertakes to provide the Bank with financial statements specified in the Contract, within the deadlines specified in the Contract.

6. The Client shall, within deadlines specified in the Contract, inform the Bank in writing of their financial and economic situation and provide the Bank, at its request, with any other information concerning, in particular, their activities. The Client shall promptly inform the Bank about all events that have, or may have, a negative effect on the Client's business or cause substantial changes in the Client's activities or that threaten, or may threaten, the proper satisfaction of the Client's obligations under the Contract.

7. The Client undertakes to promptly inform the Bank in writing on the facts linking them with other persons into a group of persons with close ties or making them a person with a special relationship with the Bank pursuant to the Act on Banks<sup>1</sup>, and on any changes of those facts.

8. The Client undertakes to promptly inform the Bank in writing that the Client's centre of main interest pursuant to the Regulation has changed.

9. The Client undertakes to provide the Bank, under Section 93a of the Act on Banks<sup>1</sup> and Section 10(2) of the Money Laundering Act<sup>2</sup>, at the Bank's request and without undue delay, but in any case on or before the date of the Contract, with a written information about direct shareholders of the Client holding more than a 10% share in the Client's share capital and/or voting rights and about the Client's beneficial owners, specifying the name and surname, date of birth, birth registration number (if assigned), type and number of the ID document, permanent residence address and nationality. The Client shall also provide the Bank with information whether any of their beneficial owners is politically exposed.

**10. Insurance**

The Client undertakes to have their assets (or their insurable assets) duly insured for the term of the Contract and at the Bank's request to present evidence documenting this fact.

**11. Transfer**

The Client undertakes not to assign, transfer or encumber with third party rights any of their rights and claims under the Contract without the prior written consent of the Bank. Any assignment or transfer of rights or claims by the Client without the Bank's consent shall be void. The Client further undertakes not to transfer their obligations or liabilities under the Contract to any third party without the prior written consent of the Bank. Any transfer of these obligations or liabilities by the Client without the Bank's consent shall be void.

**12. Destruction, Transfer of the Subject of Credit**

The Client shall without undue delay inform the Bank in writing of the fact that the Subject of Credit has been destroyed or materially damaged, or lost or stolen. The Client shall in advance inform the Bank in writing about their decision to transfer the Subject of Credit to another person. If the Subject of Credit is transferred to another person, the Credit together with appurtenances shall become due and payable as at the date of the contract for transfer of the Subject of Credit.

**13. Restrictive Measures (Sanctions)**

The Client is obliged, and at the same time it shall procure that each Group Entity shall be obliged, during the whole term of the Contract:

- a) to refrain from any providing further by any means of funds utilised under the Credit (in particular, in form of a loan or a credit) which could result into the breach of Sanctions by the Bank, as a result of any providing of such funds to any Sanctioned Person or to its benefit nor by using of funds utilised under the Credit for the purposes of financing of trades or transactions of a Sanctioned Person or persons connected to such Sanctioned Person;
- b) to procure that no person which is as a Sanctioned Person shall have any *in rem* or contractual right to funds used by the Client for the repayment, or the transfer, to the Bank in connection with the Credit and that no returns or other income relating to activities or transactions of a Sanctioned Person shall be used for the payment of amounts due to the Bank by the Client under the Contract.

**14. Temporary Protection**

During the period of existence of any receivable of the Bank in respect of the Client under the Contract or a receivable relating to the Contract, the Client hereby undertakes to inform the Bank without undue delay of the fact that it has applied for the temporary protection as well as of the termination of the provision of temporary protection pursuant to Act No. 92/2020 Coll. dated 22nd of April 2020 that amends and supplements the Act No. 62/2020 Coll. On Measures in the Judiciary in Relation to Covid-19 including amendments to certain acts or any other applicable legislation.

**15. Critical Infrastructure**

During the period of existence of any receivable of the Bank in respect of the Client under the Contract or a receivable relating to the Contract, the Client undertakes to immediately inform the Bank of each of the following: (i) the inclusion or exclusion of its property as a critical infrastructure element by a decision of the Government of the Slovak Republic, (ii) the acquisition or termination of its ownership right to a critical infrastructure element, (iii) the fact that it has become or ceased to be the operator of a critical infrastructure element, (iv) the fact that it has acquired a direct or indirect participation in the operator of a critical infrastructure element or that its participation has ceased within the meaning of the relevant provisions of Act No. 45/2011 Coll. of 8 February 2011 on Critical Infrastructure, as amended.

<sup>1</sup> Act No. 483/2001 Coll. on Banks, as amended

<sup>2</sup> Act No. 297/2008 Coll. on Anti-Money Laundering and Anti-Terrorist Financing, as amended.

**XI. Other Provisions****1. Change of Terms and Conditions**

If the Bank incurs a material increase of costs associated with the provision of the Credit to the Client as a result of changes in the relevant legal provisions applicable to the banking, monetary, financial system and taxes (except for the income tax), the Bank may propose a change of the Contract that would reflect the above changes. If the Client does not accept the change of the Contract proposed by the Bank within 30 calendar days from delivery of the proposal, the Bank may proceed in accordance with Article XIII(3) of these Credit Terms and Conditions.

**2. Consent with Enforceability**

The Client acting in cooperation with the Bank shall ensure that a notarial deed is made containing a unilateral declaration by the Client that the notarial deed be an enforceable title for the execution proceedings under the applicable laws, with respect to any claims of the Bank owed to it by the Client in connection with the Contract, if the Client is so requested by the Bank. By that notarial deed, the Client shall express their consent that an application for execution be submitted should the Client not fulfil their obligations arising from the Contract duly and on time. The Bank may require that this deed also includes an acknowledgement of the Client's obligations and debts owed to the Bank.

**3. Conversion**

After the Final Due Date, the Bank may convert any outstanding Credit utilised in foreign currency into EUR using the "devíza predaj" Bank's Rate (foreign currency sell rate – cashless) valid on the conversion date and request the Client to pay any such converted amount in EUR.

**XII. Representations**

1. By signing the Contract, the Client makes the following representations that shall remain in force for the duration of the Contract, applying in each case to circumstances existing at the given time, until the complete repayment of all Client's obligations under the Credit, except for cases specified otherwise below in this Article XII.

**2. Statute**

The Client is a legal person duly established and validly existing in accordance with the laws of the place of their incorporation. The status of the record of the Client in the Commercial Register or any other statutory register in which the Client has been registered in accordance with laws governing their establishment and existence corresponds to the reality.

**3. Permissions/license and consents**

The entering into of the Contract as well as exercising of rights and obligations under the Contract, including the repayment of obligations under the Contract to the Bank, have been duly approved by the relevant bodies within the Client's internal structure; it does not require any consent or permission to be granted by other parties or public administration agencies, or, where such requirement exists, such a consent has been granted and is valid and effective.

**4. Compliance with Existing Commitments**

By exercising their rights and obligations under the Contract, the Client will not breach their legal obligations arising from law, contracts entered into by the Client or other acts performed by the Client, nor infringe any proprietary, contractual or other rights of the Client or third parties.

**5. Disputes**

To the best of the Client's knowledge, no judicial, administrative or arbitral proceedings concerning the Client or their assets are held, nor is any criminal prosecution of the persons who are members of their statutory body being conducted which could affect the Client's ability to fulfil their obligations ensuing from the Contract or the Client's financial or business situation, nor to the best of the Client's knowledge are any such prosecution or proceedings imminent.

**6. Bankruptcy or Other Proceedings with Similar Legal Effects, Restructuring**

To the best of the Client's knowledge, no bankruptcy proceedings, proceedings concerning a petition seeking restructuring or other proceedings affecting the Client with similar legal effects have been commenced nor has been any ruling on execution (distress) given with respect of (i) a substantial portion of the assets of either the Client or the person providing the security, or (ii) the assets of either the Client or the person providing the security that are subject of security of the Credit. During the past three years, the Client was not declared or adjudicated bankrupt, no resolution on bankruptcy or threaten bankruptcy of the Client has been adopted, no petition for adjudication of bankruptcy has been dismissed on the grounds of insufficiency of the Client's assets, nor has an already declared bankruptcy of the Client's assets been cancelled or restructuring confirmed or a resolution with similar legal effects adopted.

**7. Crisis**

The Client is not in Crisis; this representation is made by the Client as of the date of the signing of the Contract and shall be furthermore deemed to be repeated as of the end of each calendar month following the date of the signing of the Contract whereas it shall apply to circumstances existing at the time of such repeating.

**8. Taxes**

The Client has duly paid all taxes, customs, duties, charges and other similar payments required under the applicable laws and has no overdue liabilities towards the public administration authorities the Client did not inform the Bank about in writing.

**9. Act on Banks**

The Client is not a person with a special relationship with the Bank pursuant to the Act on Banks<sup>1</sup>. For every payment under or in connection with the Contract, the Client will use their own funds. The Client enters into the Contract in their own name and on their own account.

**10. No Event of Default**

There are no facts or circumstances existing or threatened that would constitute any of the Events of Default.

**11. Liquidation**

No negotiation or proceedings concerning the dissolution of the Client or any other proceedings that could adversely impact the Client's ability to fulfil their obligations under the Contract take place nor are they imminent to the best of the Client's knowledge.

**12. Security**

The entire security documentation is valid, effective and enforceable.

**13. Client's Main Interests**



The Client's main interest pursuant to the Regulation is centred on the territory of the Slovak Republic. The Client is aware of the fact that if insolvency proceedings of the Client commence in another member state of the European Community, the Bank shall abide by the laws of that member state in accordance with the Regulation notwithstanding the laws of the Slovak Republic and the provisions of the Contract.

**14. Sanctioned Person**

Neither the Client nor any Group Entity is a Sanctioned Person and, to the best of the Client's knowledge, nor any person authorised, or entitled, to act on behalf of the Client or any Group Entity, or any employee of the Client or any Group Entity, is a Sanctioned Person.

**15. Temporary Protection**

The Client has not applied for the temporary protection at the court with substantive and territorial jurisdiction pursuant to section 9 (1) of the Act No. 92/2020 Coll. dated 22nd of April 2020 that amends and supplements the Act No. 62/2020 Coll. On Measures in the Judiciary in Relation to Covid-19 including amendments to certain acts or any other applicable legislation.

**16. Critical Infrastructure**

The Client is not the operator of the critical infrastructure element, has no direct or indirect participation in the operator of the critical infrastructure element and is not in any property relationship to the critical infrastructure element within the meaning of the relevant provisions of Act No. 45/2011 Coll. of 8 February 2011 on Critical Infrastructure, as amended, with the exception of those instances of which the Client has informed the Bank in writing in advance.

**17. Truthfulness and Completeness of Information and Representations**

All representations made by the Client and information about the Client that have been or will be communicated by the Client to the Bank in connection with the Contract, whether verbally or in writing, are and will be truthful and complete in all respects as at the date of their delivery to the Bank as well as on any day on which they are valid in compliance with these Credit Terms and Conditions; and, at the same time, are not and will not be misleading as at the date of their delivery to the Bank or on any other day on which they are valid in compliance with these Credit Terms and Conditions. The Client provided the Bank with every information and all documents required for assessing their financial and business situation and has not withheld any information that might affect the Bank's decision-making on whether, and under what terms and conditions, it would be prepared to provide a Credit to the Client.

18. The representation under second sentence of clause 2 (Statute), clause 6 (Bankruptcy or Other Proceedings with Similar Legal Effects, Restructuring) except for the representation regarding execution and clause 10 (Liquidation) of this Article XII. shall not be used if the Client is a municipality or self-governing region. If the Client's main interest pursuant to the Regulation is not centred on a state of the European Community, the representation under Article 12 (Client's Main Interests) shall not be used.

**XIII. Events of Default**

1. Each of the events or circumstances set out in this Article XIII(1) constitutes an Event of Default:

**1.1 Default with Payment**

The Client defaults with payment of any payable payment obligation arising under the Contract or fails to ensure sufficient funds on their Current Account to make the payment that has become due and payable under the Contract.

**1.2 Other Purpose**

The Client uses the Credit for a purpose other than that agreed in the Contract.

**1.3 Failure to Perform Obligations**

The Client fails to fulfil any obligation imposed on them by the Contract, or the Client or the person providing security fails to fulfil any obligation imposed by the contract by which the security is created in connection with the obligations under the Contract entered into between the Client or the security provider on one side and the Bank on the other side, provided that this does not constitute other Event of Default and this breach is not remedied within 10 calendar days of the day as of which the Client or the person providing security should have fulfilled this obligation.

**1.4 Untrue, Incomplete or Misleading Representations**

Any representations made under the Contract or the security documents is or becomes untrue, incomplete or misleading at the time when made or when deemed repeated.

**1.5 Untrue, Incomplete or Misleading Representation, Confirmation, or Document Provided by a Third Party**

Any document, confirmation or other representation by a third party, including the provider of security, made or issued in connection with the Contract is or becomes untrue, incomplete or misleading and in the Bank's opinion, this fact affects or may affect the Client's ability to fulfil their obligations under the Contract.

**1.6 Breach of Obligations Owed to Other Creditors**

The Client (i) breaches their contractual or other legal obligation vis-à-vis any third party or an obligation under another contract entered into by the Client and the Bank and fails to fulfil the obligation within the agreed additional period (if any) to fulfil it, or (ii) any payment obligation of the Client under any contract entered into with a third party becomes or is declared to be due before its original maturity, or (iii) any creditor of the Client becomes entitled to declare any payment obligation or debt of the Client to be due before its original maturity.

**1.7 Deterioration of Security**

The securing for the Client's obligations according to the security documents ceases to exist, deteriorates, is invalid, ineffective or is declared invalid or ineffective by the Client or the provider of the security or the security is disputed in any other way.

**1.8 Unfavourable Development**

An unfavourable development in the economic or financial situation of the Client has occurred that, in the Bank's opinion, may affect the proper repayment of the Credit.

**1.9 Winding-Up, Liquidation, Transformation, Change of the Legal Form, Change of the Controlling Person**

The Client's controlling person (persons) is preparing, without a prior written consent of the Bank, winding-up of the Client with liquidation; a change of the Client's legal form, a transformation of the Client using one of the methods referred to in Section 69 et seq. of the Commercial Code<sup>3</sup> or a similar transformation under other law, a transfer or lease of the Client's business or its part or a demerger of the Client's business or its part or a transaction with similar effects or a change of the direct or indirect controlling entity, partner or shareholder of the Client, or, if the Client had no controlling person, a transaction is implemented as a result of which the Client gets a controlling person, or a decision is made to wind-up the Client with liquidation.

<sup>3</sup> Act No. 513/1991 Coll. the Commercial Code, as amended

**1.10 Bankruptcy, Restructuring or Other Proceedings with Similar Legal Effects, Execution**

A bankruptcy or restructuring proceedings or other proceedings with similar legal effects have commenced at the court or execution of a ruling (distress) has been ordered with respect of (i) a substantial portion of the assets of either the Client or the person providing the security, or (ii) the assets of either the Client or the person providing the security that are subject of security of the Client's obligations under the Credit or their part.

**1.11 Declaration of Bankruptcy, Permission of Restructuring**

The Client has been declared bankrupt or a petition for declaration of bankruptcy has been dismissed due to insufficiency of assets of the Client, or restructuring of the Client has been permitted.

**1.12 Insolvency**

The Client is insolvent or declares in writing that it is unable to duly perform its obligations.

**1.13 Other Facts**

The Client sells or otherwise disposes of all their assets or their substantial part or loses the licence to do business that was generating a substantial part of their income at the time of execution of the Contract, or discontinues their engagement in such activity to a larger extent.

**1.14 Auditor's report with negative opinion, rejection or with qualification**

In accordance with the Contract, the Client submits the auditor's report and the audit opinion in the report is given with qualifications or is negative or the auditor refuses to provide its opinion if the auditor is not able to give its opinion.

**1.15 Criminal Proceedings**

The Client or any members of the Client's statutory body are subject to criminal prosecution, the Client has been sentenced, with legal effects, for any criminal offence or the Client is subject to any criminal sanction or any restrictive or securing or a protective measures.

2. The breaches under clause 1.9 (Winding-Up, Liquidation, Transformation, Change of the Legal Form, Change of the Controlling Person), clause 1.10 (Bankruptcy, Restructuring or Other Proceedings with Similar Legal Effects, Execution) except for execution and clause 1.11 (Declaration of Bankruptcy, Permission of Restructuring) of this Article XIII shall not be used if the Client is a municipality or self-governing region.

3. If an Event of Default or an event specified in Article XI(1) of these Credit Terms and Conditions occurs, the Bank may:

- a) rescind the Contract;
- b) declare all Client's payment obligations under the Contract (or any part of them determined by the Bank), including the obligation of the Client to provide full monetary cover in respect of every bank guarantee issued under the Contract (or in respect of only some bank guarantees determined by the Bank) and in respect of every documentary letter of credit issued under the Contract (or in respect of only some documentary letters of credit determined by the Bank) due and payable either immediately or by the deadline set forth by the Bank without rescinding the Contract at the same time, and require their repayment on the basis of which all such obligations of the Client under the Contract become due and payable either immediately or by the specified deadline;
- c) refuse to provide or terminate any further Utilisation of the Credit under the Contract; whereas the notice of termination shall become effective as at the date of its delivery to the Client;
- d) enforce any security for the obligations of the Client owed to the Bank arising under or in connection with the Contract to satisfy the due and payable obligations of the Client owed to the Bank, in the order and the manner determined by the Bank, unless the order or manner has been laid down by the mandatory provisions of law;
- e) satisfy any due claims of the Client owed to the Bank arisen under or in connection with the Contract, from the funds on the Client's accounts kept with the Bank. For payments under the preceding sentence, the Bank may also use the funds kept on deposit accounts or deposits of the Client with the Bank, even before the agreed due dates of these deposit accounts or deposits. In such a case, the Bank may charge the Client for the early withdrawal fee and for other charges in accordance with the relevant contract for opening and maintaining of deposit account or deposit. The Bank may pay the due obligations of the Client owed to the Bank also from the debit balance up to the limit agreed for the debit balance of the Client's Current Account with the Bank;
- f) refrain from releasing the Client's funds held on the account up to the amount of all outstanding obligations of the Client owed to the Bank;
- g) increase the interest rate in the manner agreed in the Contract;
- h) reduce or cancel the Limit for the Overdraft or Revolving Credit.

The Bank may, at its own discretion, implement one or several of the measures mentioned above, either concurrently or separately.

**4. Measures of the Bank in case of Sanctions**

If (i) the fulfilment by the Bank of its obligations under the Contract, and/or providing of funds or effecting of payments under the Contract, and/or providing of any other services under the Contract, becomes illegal, or prohibited, for the Bank under the relevant laws or (ii) the Client or any Group Entity becomes a Sanctioned Person, then, in addition to the fulfilment by the Bank of all duties arising for it in this respect under any laws, regulations, measurements or binding decisions:

- a) the Bank shall, to the extent permitted by the relevant laws, promptly inform the Client of such circumstances;
- b) the Bank is entitled, upon a notice to the Client, to refuse to provide any further Utilisations or cancel or terminate the Limit and to declare, unilaterally, all the Client's payment obligations under the Contract due and payable either immediately or by the deadline set forth by the Bank without rescinding the Contract at the same time and require their repayment on the basis of which all such obligations of the Client under the Contract become due and payable either immediately or by the specified deadline; and
- c) the Client must repay the Credit as of the date specified in such notice of the Bank.

**XIV. Contractual Penalty**

1. If the Client breaches their obligations under the Contract subject to contractual penalty, the Client shall pay to the Bank the contractual penalty in the agreed amount.
2. The contractual penalty shall be due and payable on the seventh (7th) Business Day after delivery of the request to pay the contractual penalty to the Client. Before the Bank makes a claim to the contractual penalty, it may provide the Client with a period to remedy the breach in question, even repeatedly.
3. The payment of the contractual penalty shall not prejudice the Bank's right to compensation of damage caused by the breach of the obligation covered by the contractual penalty, nor the obligation to pay default interest.

**XV. Compensation of Costs and Damage**

1. The Client shall compensate the Bank, at its request, for any and all reasonably expended costs including all fees and charges originating in relation to the entering into, performance, amendment, termination or breach of the Contract and of any contracts entered into under or in connection with the Contract, including the contracts providing for the security for the Client's obligations under the Contract, as well as any costs incurred by the Bank in protection or execution of any of the Bank's rights under the Contract and any contracts entered into under or in connection with the Contract, including the costs expended by the Bank for the assessment of the secured assets.
2. **Exchange Rate Risk**  
The Client shall compensate the Bank for a loss to the extent of any damage to property ensuing from the conversion of performance to another currency if, for whatever reason, the Bank receives any payment with respect of the liabilities of the Client or of the provider of the security under the Contract, security documents or other document in connection with the Contract in a currency other than the Credit Currency or if any such obligation is satisfied in a currency other than the Credit Currency. If the payment received by the Bank, after its conversion into the Credit Currency using the Rate in accordance with the procedure under Article VIII(1) of these Credit Terms and Conditions, is lower than it was supposed to be in the Credit Currency, the Client shall compensate the Bank for the resulting difference. At the same time, the Client shall compensate the Bank for the costs associated with this conversion.
3. **Compensation of Damage**  
The Bank may request compensation from the Client for any damage (including the actual damage and the lost profit) incurred by the Bank in particular as a result of any Event of Default.
4. Any rescission of the Contract, termination of the Contract or cancellation of further Utilisation or cancellation or reduction of the Limit shall be without prejudice to the Bank's claims under this Article XV of these Credit Terms and Conditions. These claims shall survive the termination of the Contract.

**XVI. Set-off**

1. The Bank undertakes to inform the Client in writing about set-off of mutual claims, stating the claims involved in the set-off.
2. If any credit balance on any of the Client's accounts is denominated in a currency other than the outstanding amount under the Contract, the Bank may, before setting off its claim, convert the balance held on the account to the Credit Currency using the procedure under Article VIII(1) of these Credit Terms and Conditions.

**XVII. Further Provisions**

1. The Client agrees that the Bank may, even in the absence of the Client's consent, assign and/or transfer any of its rights and obligations under the Contract to: (i) any other person within the Société Générale Group, or (ii) on Event of Default, to any third party.

**XVIII. Definition of Terms**

Capitalised terms shall have the following meaning in these Credit Terms and Conditions:

**"Interest Rate Update"** means an update of the PRIBOR/LIBOR/EURIBOR interbank reference interest rate by the Bank in cases where the Final Due Date occurs after the end of the Interest Period, by reference to the value valid on the day specified next to the applicable interbank reference interest rate in this Article XVIII of the Credit Terms and Conditions.

**"Bank"** means Komerční banka, a.s., a company organised and existing under the laws of the Czech Republic, with its registered office in Praha 1, Na Příkopě 33/969, Postal Code: 114 07, Czech Republic, Company ID: 45317054, entered into the Commercial Register kept by the Municipal Court in Prague, Section B, Insert No. 1360, acting through its organisational unit, Komerční banka, a.s., pobočka zahraničnej banky, with its registered office at Hodžovo námestie 1A, Postal Code: 811 06, Bratislava, Company ID: 47 231 564, entered into the Commercial Register kept by the District Court in Bratislava I, Section: Po, Insert No.: 1914/B.

**"Banking Services"** means any banking deals, services and products provided by the Bank under its licence in accordance with applicable law.

**"Current Account"** means any current account of the Client kept by the Bank; for a specific transaction, the Current Account denominated in the currency in which the transaction is performed shall be used preferentially, unless agreed otherwise.

**"Utilisation"** means provision (disbursement) of a Credit under the Contract on condition that the Conditions Precedent of the Drawdown have been met; in the case of bank guarantees or documentary letters of credit, Utilisation means issuance of a bank guarantee or opening of a documentary letter of credit.

**"Due Date"** means the date as at which the Client shall pay certain amount of the principal, interest, or to perform another monetary obligation owed to the Bank under the Contract.

**"Utilisation Period"** means a period of time specified in the Contract during which the Client may utilise the Credit.

**"EURIBOR"** means the European interbank reference rate published through Thomson Reuters, page EURIBOR 01 or the page replacing it, for the period comparable with the relevant Interest Period and for the relevant Utilisation currency. To determine the interest rate for this Interest Period, the Bank shall use this rate fixed at around 11.00 am (CET) two (2) Business Days before the date of Utilisation or before the entitlement date for Utilisation (in the case of the Overdraft Credit) or before the date of Interest Rate Update (in the case of the Interest Rate Update). If the rate is lower than zero (0), EURIBOR shall be deemed zero (0).

**"IBOR"** means EURIBOR, LIBOR, PRIBOR collectively or to any of these rates separately.

**"Client"** means the legal person who entered with the Bank into the Contract under which the Bank shall provide Credit to the person.

**"Final Due Date"** means the date as at which all funds provided by the Bank to the Client under the Contract must be repaid and all other Client's duties arising from or in connection with the Contract must be satisfied.

**"Crisis"** means the status defined in Section 67a of the Act No. 513/1991 Coll., Commercial Code, as amended.

**"Rate"** means the exchange rate published by the Bank.



“**LIBOR**” means the London interbank reference rate published through Thomson Reuters, page LIBOR 01 or the page replacing it, for the period comparable with the relevant Interest Period and for the relevant Utilisation currency. To determine the interest rate for this Interest Period, the Bank shall use this rate fixed at around 11.00 am (London time) two (2) Business Days before the date of Utilisation or before the entitlement date for Utilisation (in the case of the Overdraft Credit) or before the date of Interest Rate Update (in the case of the Interest Rate Update). If the O/N LIBOR interest rate is agreed for the Credit, the Bank shall use the rate valid for the relevant 1-day period at around 11.00 am (London time) on the date of Utilisation or on the entitlement date for Utilisation (in the case of the Overdraft Credit) or on the date of Interest Rate Update (in the case of the Interest Rate Update). If the rate is lower than zero (0), LIBOR shall be deemed zero (0).

“**Limit**” means the highest possible total amount of the Overdraft Credit principal or the Revolving Credit principal.

“**M**” stands for Month.

“**Month**” means the period that starts on a particular day in a given calendar month and ends the following calendar month on the day that has the same numeric designation as the day on which the period started. Where this period starts on a day for which there is no numeric equivalent in the calendar month when that period ends, this period shall end on the last day of that calendar month.

“**Credit Currency**” means the currency in which the Credit Facility or the Limit is denominated in the Contract.

“**Regulation**” means the European Council Regulation 1346/2000 on insolvency proceedings, as amended.

“**O/N**” or “**D**” means a day.

“**Business Day**” means a day that does not fall on a Saturday, a Sunday, a public holiday or other holidays within the meaning of the applicable laws, on which the Bank is open for the provision of Banking Services and on which other institutions that take part in the provision of Banking Services or on which the provision of the Banking Services depends are open for the provision of the relevant services.

“**Subject of Credit**” means the movable or immovable asset, a group of assets, or a right acquired by the Client from the Credit or appreciate or preserved from the funds of the Credit.

“**Utilisation Conditions Precedent**” means the conditions specified in Article VI of these Credit Terms and Conditions and in the Contract that must be satisfied for the Bank to provide the Client with Utilisation.

“**Notices**” means the communications in which the Bank, in compliance with the General Terms and Conditions or the relevant Product Terms and Conditions, stipulates technical features and further conditions for provision of Banking Services. Notices do not include, in particular, the Interest Rate Notice and the Bank’s exchange rates quotations.

“**Interest Rate Notice**” means an overview of interest rates applicable to deposits and credits and of related rates. This overview is not a Notice.

“**Floating Rate**” is a sum of two components: (i) the Bank’s Reference Rate for the relevant currency or the relevant IBOR rate, and (ii) the fixed variance.

“**Business Day**” means a day (that does not fall on a Saturday, a Sunday and a public holiday) on which banks in Bratislava and Prague (and where the Credit currency is not EUR or CZK, also in the city of the county of the central bank primarily managing the currency policy of that currency) are open for general business and on which deposits in the relevant Credit currency are traded on the interbank market.

“**Rules**” means the Rules of time order of payment of receivables set by the Bank and governing the sequence of performance of the Client’s due obligations owed to the Bank where the Client has multiple due obligations owed to the Bank at a certain moment, and the performance made by them is insufficient to cover all due obligations of the Client owed to the Bank. The Bank is publishing the Rules at its points of sale or on the Bank’s Website. A change to the Rules shall become effective on publication of the updated version of the Rules at the Bank’s point of sale or on the Bank’s Website.

“**Relevant Period**” means, in respect of each payment under the Credit, the period from the date of prepayment of the Credit or partial Utilisation of the Credit

- (i) until the Due Date of the particular instalment of the Credit if it occurs before the facts specified in clause (ii) or (iii); or
- (ii) until the end of validity of the agreed interest rate (for Credits with fixed interest rate); or
- (iii) until the day of the next Interest Rate Update.

“**PRIBOR**” means the Prague interbank reference rate published through Thomson Reuters, page PRBO or the page replacing it, for the period comparable with the relevant Interest Period and for the relevant Utilisation currency. To determine the interest rate for this Interest Period, the Bank shall use this rate valid at around 11.00 am (CET) two (2) Business Days before the date of Utilisation or before the entitlement date for Utilisation (in the case of the Overdraft Credit) or before the date of Interest Rate Update (in the case of the Interest Rate Update). If the O/N PRIBOR interest rate is agreed for the Credit, the Bank shall use the rate valid for the relevant 1-day period at around 11.00 am (CET) on the date of Utilisation or on the entitlement date for Utilisation (in the case of the Overdraft Credit) or on the date of Interest Rate Update (in the case of the Interest Rate Update). If the rate is lower than zero (0), PRIBOR shall be deemed zero (0).

“**Product Terms and Conditions**” means the terms and conditions of the Bank providing for the provision of individual Banking Services.

“**Effective Date of Termination**” means the date on which notice of termination is delivered to the other party in the manner specified in the Overdraft Facility Agreement.

“**Event of Default**” means any event or situation described under Article XIII(1) of the Credit Terms and Conditions, or an event or situation specified as an Event of Default in the Contract.

“**Reference Rate of the Bank**” or “**RS KB**” means the interest rate for Credits, published and adjusted by the Bank. Updates of the Reference Rate of the Bank are published in the relevant Interest Rate Notice.

“**Tariff of Fees**” means a list of all charges as set down by the Bank, other fees and other payments for Banking Services or those relating to the Banking Services; the Tariff shall be issued and adjusted by the Bank. The Tariff of Fees is available at the points of sale of the Bank and, abbreviated, also on the Bank’s Website.

“**Sanction**” means any economic or financial sanction, trade embargo or similar measure, enacted, administered or enforced by the United Nations, the United States of America, the United Kingdom of Great Britain and Northern Ireland, the European Union (or any present or future member state thereof) or by any of their agency.



“**Sanctioned Person**” means any natural person or legal entity which is a designated target of Sanctions or is subject to Sanctions by any other means (in particular as a result of (a) being directly or indirectly controlled by any person which is a designated target of Sanctions or (b) being incorporated under the laws, or being a citizen or a resident, of a country to which Sanctions apply).

“**Group Entity**” means a person which (a) is the Client's direct or indirect controlling entity or is directly or indirectly controlled by the Client or (b) is directly or indirectly controlled by a person which controls the Client directly or indirectly or (c) is otherwise economically or personally connected to the Client.

“**Present Value of a New Credit**” means

- (i) on prepayment of the Credit, the present value of all payments under the Credit received by the Bank in case of a prepayment of the Credit, including the amount of the prepaid principal of the Credit. In case of the full prepayment of the Credit, the Present Value of a New Credit at the date of prepayment shall correspond to the current outstanding principal amount of the Credit at the moment immediately before such prepayment;
- (ii) in case of partial utilisation of the Credit, the present value of all payments on the Credit that the Bank will receive in case of partial utilisation of the Credit; the amount corresponding to the unused part of the principal amount of the Credit on the last day of the agreed Utilisation Period shall also be considered as a payment received. If no Utilisation is made, the Present Value of a New Credit on the last day of the agreed Utilisation Period shall be equal to the Credit Facility.

“**Present Value of the Original Credit**” means the present value of all payments under the Credit that the Bank would have received under the originally agreed terms and conditions for individual Relevant Periods if the prepayment/partial utilisation of the Credit would not occur.

“**Interest Period**” means the period for which a EURIBOR/ LIBOR/PRIBOR rate for the Credit was fixed.

“**Credit**” means the funds provided by the Bank to the Client under the terms and conditions specified in the Contract for the agreed period of time and up to the agreed amount under the conditions set forth in the Contract and in all forms specified in the Contract, including by issuing a bank guarantee or opening a documentary letter of credit.

“**Credit Facility**” means the maximum amount of the Credit specified in the Contract.

“**W**” stands for Week.

“**Bank's Website**” means the website at the web address [www.kb.sk](http://www.kb.sk), [www.koba.sk](http://www.koba.sk) or other web addresses used by the Bank while providing the Banking Services now or in the future.

“**Act on Banks**” means Act No. 483/2001 Coll. on Banks, as amended.

“**Contract**” means the contract under which the Bank undertakes to provide the Client with a Credit under the agreed terms and conditions; the General Terms and Conditions and these Credit Terms and Conditions, including the Bank Guarantee Contract and the Documentary Letter of Credit Contract, are part of the Contract.

“**Application**” means the Client's application for Utilisation submitted by the Client to the Bank in the form and satisfying all the requirements on its contents specified in these Credit Terms and Conditions and the Contract.

## **XIX. Final Provisions**

1. The Bank may update these Credit Terms and Conditions from time to time in the manner specified in the General Terms and Conditions.
2. These Credit Terms and Conditions cancel and supersede the Credit Terms and Conditions for Legal Persons effective from 25 May 2018.
3. These Credit Terms and Conditions shall become effective on 1 July 2021.