

Business Terms and Conditions of Equa bank a.s. for credit facilities provided to corporate and self-employed customers Effective as of June 27, 2011

This document sets out the standard business terms and conditions for credit facilities ("Loan Conditions" hereinafter). These standard terms and conditions constitute an integral part of the Credit Agreement concluded between the Client and the Bank (the "Agreement"), which contains references hereto. Where Client's obligations are guaranteed by a third party (a "Guarantor"), these Loan Conditions shall also constitute a part of the Guarantor's statement.

The terms used in these Loan Conditions have the meanings (i) given to them in the Agreement, or (ii) in the General Terms and Conditions of Equa bank a.s., or (iii) given to them below. In case of any doubts, the meanings indicated in the Agreement shall prevail.

The "**Bank**" means Equa bank a.s., with its registered seat at Karolinská 661/4, Postcode 186 00, Praha 8, Registered No.: 47116102, incorporated in the Companies Register maintained with the Municipal Court in Prague, Section B, Insert 1830.

The "**Basis point**" refers to one hundredth of a percent (1% = 100 basis points). The basic points are primarily used for interest rate definition.

The "**Basis rate**" is by the Bank announced part of the interest rate. The interest rate for the interest period is consisting of that fixed base rate and by loan contract defined deviation. Currently valid base rate is published by Notice of Equa bank a.s. of interest rates for entrepreneurs and companies which is available on the public website of Equa Bank.

The "**EURIBOR**" means the interest rate for drawing down funds in the EUR currency for the same period as the interest period – two Business Days prior to the first day of the interest period concerned – as displayed at about 11.00 h A.M. of Brussels time on the Reuters screen, "EURIBOR01" page. Reuters screen, "EURIBOR01" page, means the display, designated as the "EURIBOR01" page on the Reuters Monitor (Reuters Monitor Money Rate Service) or any other page substituting for the EURIBOR01 page within the Reuters Service for the indication of the euro-zone Interbank Offered Rates – EURIBOR).

"**Financial Document**" means the Agreement or any Security document associated with the Client/Bank relationship, or any other document designated as such by the Bank and the Client.

"**Financial Obligation**" means any financial obligations of any member of the Group, irrespective of whether they are or are not outstanding and irrespective of who is the beneficiary under such obligations.

"**Client**" means a party to the Agreement with the Bank.

"**LIBOR**" means the interest rate for drawing down funds in the USD currency for the same period for the given currency as the interest period – two Business Days prior to the first day of the interest period concerned – as displayed at 11.00 h A.M. of London time on the Reuters screen, "LIBOR01" page. Reuters screen, "LIBOR01" page, means the display, designated as the "LIBOR01" page on the Reuters Monitor (Reuters Monitor Money Rate Service) or any other page substituting for the LIBOR01 page within the Reuters Service for the indication of the London Interbank Offered Rates – LIBOR).

"**Business Day**" means a day (except Saturday and Sunday) on which banks are open for normal operation in Prague (and also in London, should the interest rate be determined by reference to LIBOR, and also a day when the TARGET Trans-European Automated Real-time Gross Settlement Express Transfer System is open, should the interest rate be determined by reference to EURIBOR).

"**Client's or Guarantor's Affiliated Party**" in relation to any Client or Guarantor means a party that is directly or indirectly controlled by that Client or Guarantor party, or itself directly or indirectly controls such a party, or – together with such a party – is controlled by another party.

"**Bank's Affiliated Party**" means the company Equa bank a.s. or any party directly or indirectly controlled by Equa bank a.s. or any party that directly or indirectly controls Equa bank a.s.

"**Default**" means a case described in Article VI./2 of these Loan Conditions and any circumstances defined as such in the Agreement.

"**PRIBOR**" means the interest rate for drawing down funds in the CZK currency for the same period as the interest period – two Business Days prior to the first day of the interest period concerned – as displayed at 11.00 h A.M. of Prague time on the Reuters screen, "PRBO" page. Reuters screen, "PRBO" page, means the display, designated as the "PRBO" page on the Reuters Monitor (Reuters Monitor Money Rate Service) or another page that may substitute for the PRBO page within the Reuters Service for the indication of the Prague Interbank Offered Rates – PRIBOR).

"**Guarantor**" means a party that provided Security for the Client's obligations under the Agreement.

"**Bank's List of Charges**" means the current list of Bank's fees and charges published by the Bank.

The “**Group**” includes the Client, Guarantor (if applicable) and any Affiliated Party of the Client or Affiliated Party of the Guarantor (if applicable).

“**Security**” means any guarantee, collateral, assignment or any other security or any other arrangement or instrument having a security effect or a similar effect.

I. Loan Agreement; Client’s Representations and Warranties

- 1) The Bank provides loans to its Clients on the basis of written Agreements that must be signed for the Parties by the governing body or by a person (or persons) authorised by the governing body.
- 2) By the Agreement, the Bank undertakes, on the basis of mutual understanding with the Client, to provide a certain amount of funds to the Client under agreed conditions for an agreed purpose within agreed time. The Client agrees to use these funds in compliance with the Agreement and/or exclusively for the purpose agreed in the Agreement, and to return such funds to the Bank within the agreed period of time and to pay the interest and fees set out in the Agreement or in the Bank’s List of Charges, as well as to respect any other conditions as may be agreed in the Agreement.
- 3) In addition to the ordinary details, the Agreement shall contain other provisions, including, but not limited to, the following:
 - a) Drawdown amount, method and conditions;
 - b) Loan repayment extent and method;
 - c) Interest, fees, reimbursement for costs (the Bank may upon request make calculations of the repayment calendar for the Client for the period of loan repayment, based on the current interest rate. The calculation can serve only for orientation purposes. The amount of the fees related to the provision of the loan shall be determined on the basis of the current Bank’s List of Charges);
 - d) Loan Security;
 - e) Client’s special obligations not specified in these Loan Conditions;
 - f) Method and extent of information to be provided by the Client to the Bank beyond the range or information defined in these Loan Conditions;
 - g) Defaults of the Agreement beyond the cases specified in these Loan Conditions, and the consequences of failure to meet the conditions agreed in the Agreement;
 - h) The Bank’s authorisations for action to be taken in Default of the Agreement beyond the authorisations specified in these Loan Conditions;
 - i) Contractual fine.
- 4) Annexes shall be attached to the Agreement. Such Annexes, as well as these Loan Conditions, shall be integral parts of the Agreement. In cases where the Agreement(s) concluded between the Bank and the Client for Loan Security purposes contain(s) provisions that specify the relationships between the Bank and the Client in a manner different from the provisions contained in these Loan Conditions, the provisions of the Agreement shall prevail.
- 5) Where by providing a loan the Bank would violate a binding decision of the court or any other administrative body or any other generally binding legal regulation (particularly Act no. 253/2008 Coll., on selected measures against legitimisation of proceeds of crime and financing of terrorism, as amended) and /or measures of the Czech National Bank that stipulate the Bank’s duties or have another impact on the Bank’s management or legal status, and as a result it would be illegal for the Bank to fulfil any of the obligations under the Agreement or to finance any loan under the Agreement, the Bank shall notify the Client to that effect and the Client shall immediately fulfil its obligations toward the Bank. Any outstanding obligations that have not yet become due shall fall due for payment.

Representations and Warranties

By its signature, the Client makes representations and warranties towards the Bank to the extent specified below in this Article 1./6 and/or in the Agreement

6.1 Legal Status

- a) The Client (and the Guarantor, if applicable) shall be a company duly established and registered in accordance with the legislation in force under which it was established.
- b) The Client (and the Guarantor, if applicable) and any member of the Group shall have a full and unrestricted right to possess and dispose of its assets and has the relevant permits for operating its business the way it does so.

6.2 Permits and Consents

The Client (and the Guarantor, if applicable) has all the permits and consents as may be necessary to enter into the Agreement and conclude a Financial document, to fulfil the obligations resulting there from and to take any necessary or desirable steps to be able to carry out all acts anticipated by, or related to, the Agreement and any Financial Document, and has obtained these permits in the format prescribed by relevant legal regulations or the Client’s (and the Guarantor’s, if applicable) internal regulations, or by the Statutes, and such permits and consents continue to be valid and effective.

6.3 Legal Validity

The Client (and the Guarantor, if applicable) shall ensure that any Financial Document to which the Client (and the Guarantor, if applicable) is or will be a Party shall establish a legally binding obligation in accordance with the conditions specified in such a document.

6.4 Compliance with Existing Obligations

If any Financial Document is concluded and the obligations and transactions envisaged therein are implemented, such an act is not and shall never be:

- a) in contravention of any legal regulation, any regulative measure or any separate legal act, nor shall it be:
- b) in conflict with any agreement, obligation, constitutive document or any other document that is legally binding on any member of the Group, as far as such a Financial Document is related to such a member of the Group.

6.5 No Default

- a) There is no Default that has not been fully remedied and there is no Default arising from the conclusion of the Agreement or Financial Document; nor is there
- b) any other circumstance giving rise to a Default under any document that is legally binding on the Client (and the Guarantor, if applicable) and any member of the Group, or any circumstance that could affect any significant part of its (their) assets to an extent at which a significant impact could be exerted on its (their) business or financial position of the Client (or the Guarantor, if applicable) or its ability to fulfil its obligations under the Agreement.

6.6 Accounting

As to the Client (and the Guarantor, if applicable), the Group's audited consolidated financial statements, delivered to the Bank (such financial statements being the Group's Initial Financial Statements as at the date of signature of the Agreement):

- a) were prepared in accordance with the accounting principles that are set out in the relevant legal regulations and are generally accepted in the Czech Republic;
- b) give a true and fair view of the financial position of the Client (and the Guarantor, if applicable) and the Group as at the date at which they were prepared; and since that date no significant adverse changes have occurred in the financial position of the Client (and the Guarantor, if applicable) and the Group.

6.7 Litigation

The Client (and the Guarantor, if applicable) and any other member of the Group are currently not a party to any litigation, arbitration or administrative procedure or investigation by which the business or financial position or the Client (or the Guarantor, if applicable) or its ability to fulfil its obligations under the Financial Document could be adversely affected, (if the decision in the procedure is adverse to such a member of the Group) or by which the validity or enforceability of any Financial Document could be challenged; nor is any such litigation, arbitration or administrative procedure or investigation pending, according to the Client's (and the Guarantor's, if applicable) knowledge.

6.8 Information

All and any information provided or made available to the Bank by the Client (and the Guarantor, if applicable) in connection with the provision of a loan or in connection with negotiating or concluding the Agreement is true, accurate and complete as at the date at which it was provided or the date from which it is to be valid, and is not misleading in any respect.

6.9 Security

Security provided in favour of the Bank is valid, effective and enforceable in accordance with the conditions of the relevant Financial Document.

6.10 Bankruptcy

No measures have been taken by, or against, the Client or any member of the Group or any person that provides Security, nor have any court proceedings been commenced or a threat of such proceedings applied against them for reasons of their bankruptcy, liquidation or winding up or for the purpose of establishing any administrator or liquidator in respect of the Client or a member of the Group or a party providing Security, and their assets or revenues. There is no pending threat of anything of the above.

6.11 Pari passu Position

The Agreement contains the Client's obligations that are in all respects unconditional and unsubordinated and these obligations will be met at least pari passu with all the existing and future unconditional and unsubordinated obligations of the Client.

6.12 Non-existence of Legal Interests and Third Party Rights

The assets of the Client (and of the Guarantor, if applicable) are free of any Security or third party rights – other than the existing rights notified in writing by the Client to the Bank – that limit the disposition of the assets. The Client (and the Guarantor, if applicable), is not obliged on a contractual or any other basis to provide any Security, nor are there any circumstances due to which any third party rights could arise on the basis of a law or a decision of a public authority.

6.13 No Arrears

All and any taxes, insurance payments or any other payments due by the Client (and the Guarantor, if applicable) have been paid in an appropriate manner and time to the respective public authority. The Client (and the Guarantor, if applicable), duly collects all its tax receivables.

6.14 Business Operation

The Client (and the Guarantor, if applicable) runs its business in compliance with applicable legal regulations and with all permits granted to the Client by any public authority. The Client's business activities shall be concentrated in the

Czech Republic.

6.15 No Material Adverse Change

Since the balance sheet date, no material adverse change has occurred in the Client's (and the Guarantor's, if applicable) or the Group's financial position, business operations or ability to meet its obligation under the Financial Document.

6.16 Tax Residency

Unless the Client informs the Bank in writing otherwise before entering into the Agreement, the Client shall be deemed to be a tax resident of the state with which (unless the Client is a tax resident in the Czech Republic) the Czech Republic has a double taxation treaty, under which the payments of interest are not subject to withholding tax, or are subject to a withholding tax that is lower than required by Czech legislation.

6.17 Validity of the Representations and Warranties

The representations and warranties specified in this Article 1./6:

- a) are made as of the date of entering into the Agreement; and
- b) will be deemed to have been made repeatedly at any time during the term of the Agreement or any Financial Document, unless the reverse is notified by the Client to the Bank without undue delay. The Client shall confirm this representation in writing at any time if the Bank so requests.

6) Obligations

The obligations indicated in this Article 7, as well as all other obligations (if any) under the Agreement shall remain in force and effect from the date of signature of the Agreement throughout the time for which any payment under the Agreement or a Financial Document remains due and outstanding, or throughout the time for which the credit under the Agreement remains available to be drawn upon.

7.1 Mandatory Disclosures

The Client (and the Guarantor, if applicable) shall provide the Bank with information whose content and format is acceptable to the Bank, and shall do so as follows:

- a) on an annual basis, forthwith upon completion of the financial statements but not later than within 60 days after the end of the accounting period concerned:
 - (i) a Client (and the Guarantor, if applicable) shall so provide its own audited or unaudited ordinary financial statement, together with the annual report for the accounting period concerned; and
 - (ii) a Client as a part of a Group (and the Guarantor, if applicable) shall so provide audited or unaudited consolidated ordinary financial statements of the Group, together with the annual report for the accounting period concerned.If so requested by the Bank, the Client shall also provide information on any member of the Group which is a party liable to have its financial statements, or consolidated financial statements, audited by an independent auditor under a relevant legal regulation, or upon the Bank's request, under any obligation related to the Agreement;
- b) on a quarterly basis, upon completion of the financial statements, but not later than 30 days following the end of each quarter of each financial year:
 - (i) a Client (and the Guarantor, if applicable) that uses a double-entry bookkeeping system shall so provide its own financial statements for the year quarter concerned; and
 - (ii) a Client as a part of a Group (and the Guarantor, if applicable), shall so provide consolidated financial statements of the Group for the year quarter concerned;
- c) a Client (and the Guarantor, if applicable) shall submit – together with the financial statements specified in Paragraph (b) above – also a certificate signed by a person acting on behalf of the Client (and the Guarantor, if applicable) confirming in reasonable detail the facts specified in Article 7.3 (Certificates) as at the date on which such financial statements are prepared;
- d) forthwith upon completion of the tax return, but not later than 30 days following submission to the Tax Authority:
 - (i) a Client (and the Guarantor, if applicable) shall submit the income tax return for the given business year, together with the relevant attachments.

7.2 Notification of Default and Notification of Other Circumstances

The Client (and the Guarantor, if applicable) shall notify the Bank of any Default (and also any measures to be taken to remedy the situation) without undue delay upon the occurrence of such a Default. The Client shall also inform the Bank about any possible threat of any such Default or any circumstance that could endanger the repayment and the recovery of the loan or could affect the quality of the Security.

7.3 Certificates

Together with the financial statements referred to in Article 7.1 (a), and forthwith upon the Bank's request, the Client (and the Guarantor, if applicable) shall submit to the Bank a certificate signed by a person acting on behalf of the Client (and the Guarantor, if applicable) confirming that at the given time there is no Default remaining not fully remedied, and if there is any such Default, then such a certificate shall indicate such a case and specify the measures to be taken to remedy the situation.

7.4 Permits

The Client (and the Guarantor, if applicable) shall without delay submit to the Bank upon its request officially authenticated copies of all documents or decisions required according to any legal regulation or decision of relevant bodies to ensure that obligations under any Financial Document are met and are valid and enforceable.

7.5 Pari passu Position

Unless the loan being provided is fully covered by Security in favour of the Bank, the Client (and the Guarantor, if applicable) shall ensure that the obligations towards the Bank under Financial Documents are always (except where receivables are prioritised under cogent provisions of relevant regulations) met in the same order as the Client's other unsecured, unconditional and unsubordinated obligations.

7.6 Negative Pledge

- a) The Client (and the Guarantor, if applicable) agrees (beyond the Security specified in the Annex to the Agreement) to ensure that no part of its assets (including receivables) is, without the Bank's prior written consent, encumbered with any Security or any third party rights; in addition, the Client (and the Guarantor, if applicable) shall not allow any such Security or third party rights to occur and shall ensure that no party controlled by it so allows.
- b) The provisions of paragraph (a) above shall not apply to encumbrances arising by virtue of law within the ordinary course of business (the Client must inform the Bank about such an encumbrance without undue delay once it occurs), nor shall these provisions apply to the Security provided in favour of the Bank.
- c) Should the Client (and the Guarantor, if applicable) provide or agree to provide any Security in respect of any part of its assets (including receivables) in contravention of the provisions of paragraph (a) above, the Client (and the Guarantor, if applicable) shall provide without delay equal Security to the Bank in respect of all obligations under the Agreement.

7.7 Disposition of Assets

- a) The Client (and the Guarantor, if applicable) may not, without the Bank's prior written consent, carry out voluntarily or under duress any single transaction or a series of transactions (regardless of whether the transactions in the series are, or are not, related to each other) to transfer, lease or dispose, in any manner, of any substantial part of its assets (including receivables) and shall ensure that nothing like that is done by any of the parties it controls.
- b) The provisions of paragraph (a) above shall not apply to:
 - (i) disposition of assets within the ordinary course of business of the Client (and the Guarantor, if applicable) and the party/parties controlled by it; and
 - (ii) disposition of assets within the exchange thereof for any assets of the same or higher value.

7.8 Changes to the Nature of Business; Protection of Assets

The Client (and the Guarantor, if applicable) shall ensure that no substantial changes will occur in the nature or extent of its business and the businesses of the parties it controls, compared to the situation as at the date of signature of the Agreement. The Client also agrees to respect, safeguard and protect all assets, maintain them in good order and attend to them with due care and diligence;

7.9 Mergers and Acquisitions

The Client (and the Guarantor, if applicable) may not, without the Bank's prior written consent (which shall not be unreasonably denied) enter into any merger, amalgamation, split, transformation to another legal form or any other proceedings having the same or similar effect.

7.10 Insurance

The Client (and the Guarantor, if applicable) shall ensure that its insurable assets are insured with a trustworthy and reputable insurance company, the insurance amounts and insured risks being the same as are usual among the parties operating the same or similar types of business.

7.11 Maintenance of Legal Status

The Client (and the Guarantor, if applicable) shall:

- a) make all reasonable efforts to maintain its existence; and
- b) ensure that it always has the right to run its business as is operated in all relevant jurisdictions.

7.12 Provision and Acceptance of Loans; Opening of Bank Accounts

The Client (and the Guarantor, if applicable) agrees, without prior written consent of the Bank:

- a) not to provide, nor to agree to provide any credits, loans, guarantees or Security in favour of any third parties;
- b) not to undertake any obligation, nor to join any third parties' obligation (including any commitment to compensation in their favour),
- c) not to do anything that would or could have the effect of any of the above points;
- d) not to enter into any credit relationship or any other similar relationship with any bank or any third party in which the Client (and the Guarantor, if applicable) is in a borrower, recipient of borrowed funds;
- e) not to open accounts with banks other than those notified to the Bank in writing as at the date of signature of the Agreement.

7.13 Derivatives

The Client (and the Guarantor, if applicable) agrees, without prior written consent of the Bank, not to enter into any agreement or transaction concerning financial, commodity-related or other derivatives except those whose sole, direct and provable purpose is protection against currency, commodity, interest-rate or other such risk related to the loan or the Client's business.

7.14 Payment of Dividends / Share of Profit

The Client (and the Guarantor, if applicable) agrees to ensure that dividends and/or shares of profit are paid out without the Bank's prior written consent only on condition that no Default has occurred before or on the payment date

and there is no Security-related arrangement that prevents it.

7.15 Expert Valuation of the Security

The Client agrees to ensure at its expense, if so requested by the Bank, an expert valuation or valuation update through an expert approved by the Bank, of the assets in respect of which Security is to be or has been provided in favour of the Bank.

7.16 Other Disclosures

The Client (and the Guarantor, if applicable) agrees, upon prior invitation by the Bank, to make it possible for the Bank on the premises of the Client (or of the Guarantor, if applicable) to have access to any of the Client's (or the Guarantor's, if applicable) accounting documents, accounting records and ledgers. The Client also agrees forthwith upon the Bank's request to provide any information on the Client's or Group's business or financial position as the Bank can reasonably require. The Bank may check the credibility of the documents made available to the Bank, and may do so directly with the Client (for which the Client agrees to provide assistance) or with third parties, including the relevant tax authority, for which the Client hereby gives the Bank its express consent. The Client shall inform the Bank in advance in writing that in its founding documents the definition of the business year is different from the calendar year, and shall attach a copy of the notification for the tax authority that its income tax return is filed through a tax adviser. The Bank is entitled at its discretion to have the submitted documents examined by an auditor, expert, tax auditor, accountant or lawyer. In such a case the Client shall compensate the Bank, upon its request, for the costs so incurred.

7.17 Notarial deed

The Client agrees on the Bank's request at any time during the term of the Agreement to:

- a) sign a notarial deed or executor record with the Bank containing an agreement between the Bank and the Client on the Client's consent with the direct enforceability and execution of a decision within the meaning of Section 274 (e) of Act No. 99/1963 Coll., as amended; and
- b) make relevant amendments to the Agreement, should such amendment be necessary with respect to the Agreement's current wording.

II. Loan Drawdown

- 1) The drawing down of the loan depends on the delivery of a written drawdown request with an authenticated signature(s) of the person(s) authorised to sign for the Client, and unless otherwise determined in the Agreement, it is also contingent on the following conditions precedent: (i) the Bank has received all the documents referred to in the respective Chapter of the Agreement and these documents are satisfactory to the Bank both in form and content; and (ii) any other conditions precedent, contained in the Agreement, are met. The earliest loan drawdown date shall be the nearest Business Day following the date on which the Client met the conditions set out in Article II Paragraphs 1 and 2 of these Loan Conditions.
- 2) Loan drawdown is also contingent on other conditions precedent and these conditions precedent are as follows:
 - a) as at the date of delivery of the request (or written notification in cases where a request is not required under the Agreement) and as at the drawdown date in respect of the relevant drawdown of funds:
 - (i) any and all representations and warranties provided by the Client in the Agreement or reiterated later under the Agreement are true and it is obvious that they will remain true within the foreseeable immediate future following the drawdown;
 - (ii) there is no Default and no such case can arise as a result of loan drawdown;
 - b) the Bank has received all other documents, opinions, certificates, approvals and assurances as may be reasonably required in relation to the drawdown of the loan.
- 3) The Bank may refuse to allow the loan to be drawn down, should it learn that a Default has occurred. However, this provision shall be without prejudice to the Bank's right to notify the Client at any time that loan funds are no longer available to be drawn if there exists reasonable concern that the Client's representations and/ or warranties given to the Bank to the extent specified in Article I. Paragraph 6 of these Loan Conditions, or in the Agreement, are not true or complete, and/ or there exists reasonable concern that the Client would not be able to fulfil its obligations under the Agreement or the Bank would breach, by providing loan drawdown, a binding decision of the court or any other administrative body or any other generally binding legal regulation (particularly Act no. 253/2008 Coll., on selected measures against legitimisation of proceeds of crime and financing of terrorism, as amended), that stipulate the Bank's duties or have another impact on the Bank's management or legal status, especially the respective law, decree or measures of the Czech National Bank
- 4) Unless otherwise agreed in the Agreement, the Client shall open a repayment current account for the purposes of the loan. The Bank shall transfer the funds (to provide the loan to the Client) from the loan account to the repayment current account, provided that the conditions set out in the Loan Drawdown Agreement are met. The loan itself shall then be drawn from the repayment current account under the conditions specified in the Agreement. If the Bank so agrees, the loan may also be transferred to another account maintained for the Client with the Bank. The repayment current account shall be opened for a specific period of time, i.e. for the term of the Agreement and the duration of any amount receivable by the Bank under the Agreement or under a Financial Document signed to secure the receivable. The repayment current account may not be closed during this period without the Bank's express written consent.
 - a) The Client authorises the Bank to ensure that any amounts due to the Bank are debited to the repayment current account as at those amounts' due dates. This authorisation also applies to any amounts due to the Bank in relation to

bank guarantees or letters of credit. Should the Bank fail to debit to the Client's repayment current account any amount or any deficit related to an amount so debited, such a failure on the side of the Bank shall not relieve the Client of its obligations.

- b) The Client agrees to ensure no later than on each due date that the repayment current account contains a balance that suffices at least to cover the Client's obligations under the Agreement; the Client agrees to maintain such a balance over the entire duration of the obligations under the Agreement.
- 5) **Drawdown in Foreign Currency**
Should the amount in the loan drawdown request be denominated in a foreign currency, the drawdown shall be contingent on the availability of such a foreign exchange amount on the interbank market. Should the Bank be unable to procure such an amount, the Bank must forthwith inform the Client to that effect and may offer the Client to draw the amount in the Czech currency at an agreed exchange rate or to draw the amount on a day when the foreign exchange amount can reasonably be expected to be available on the interbank market (provided that the drawdown period under the Agreement has not yet expired). On the basis of the Client's new instructions, the Bank shall ensure in accordance with such instructions that the loan can be drawn down on the requested drawdown date or nearest later valid date. The Bank bears no responsibility whatsoever for any exchange rate risks involved in the drawdown of loans in currencies other than CZK.
- 6) **Drawdown Period**
The Client is entitled to draw down the loan only during the drawdown period set out in the Agreement. If no drawdown period is indicated in the Loan Agreement, the drawdown period shall be deemed to be 30 days following the effective date of the Agreement. Should the Client request a change in the drawdown period, such a request shall be deemed to be a request to change the contractual conditions. Such a request is liable to a charge, based on the Bank's List of Charges.
- 7) **Essentials of the Loan Drawdown Request**
Once a request for the drawdown of a loan or any part thereof is delivered to the Bank, it shall be binding on the Client. The Client may not withdraw, alter or amend the request without prior written consent of the Bank. Unless otherwise provided in the Agreement, the Client's loan drawdown request must be submitted to the Bank on the Bank's form, which is contained in an Annex to the Agreement. A request for the drawdown of the loan or a part thereof shall contain:
- a) the drawdown date, which must fall on a Business Day within the drawdown period but must not occur sooner than on the second Business Day following the date of delivery to the Bank of the request for the drawdown of the loan or a part thereof. Should the drawdown take place on the Business Day immediately following the delivery to the Bank of the request for the drawdown of the loan or a part thereof, the request must be so delivered no later than by 10.00 a.m. of the Business Day;
- b) the amount required to be drawn, which must comply with all the conditions specified in the Loan Conditions and the Agreement and which, if added to the sum of all the previous drawings under the Agreement, must not exceed the total loan sum under the Agreement;
- c) an annex to the request for the drawdown of the loan or a part thereof: a payment order form(s), properly completed by the Client, with a due date identical with the date of drawing, to transfer funds from the Client's current account, defined in the Agreement, to be credited to third party bank account(s) according to the purpose of the loan defined in the Agreement; the annex to the request for the drawdown of the loan or a part thereof shall also include all and any documents specified in the Agreement to confirm that once the payment by the Bank of the amount indicated in the payment order(s) is made, the purpose of the loan under the Agreement is met.
- 8) **Drawing down Less than the Entire Amount**
If the Client does not draw down the entire amount during the drawdown period, the Client shall:
- a) submit a request to the Bank to terminate the drawdown at least 10 days prior to the drawdown termination date;
- b) repay the loan in instalments newly determined by the Bank. The Bank shall notify the Client to that effect sufficient time in advance.
- The fact that the entire amount of the loan has not been drawn down shall have no effect on the fee to be charged for the loan. Should the Client request that the drawdown be terminated, the Bank shall consider such a request as a request to alter contractual conditions, which is liable to a charge, based on the Bank's List of Charges.

III. Interest Rate, Interest Period and Past Due Interest

- 1) The interest rate is agreed in the Agreement. The Agreement prescribes the type, period of validity and level of interest rate and may also lay down the method of its determination. The Bank shall define the interest rate individually on the basis of an evaluation of the credit risk, quality of Security and other criteria of the Client's creditworthiness. The interest rate may be set as:
- fixed interest rate (without changes for the period of validity of the interest rate),
 - floating interest rate (the sum of the above mentioned publicly announced rate quoted on financial markets and the agreed Bank's margin. The Bank is entitled to continuously adjust the amount of the floating rate in compliance with its principles, reflecting the changes in the announced interest rate)
 - variable interest rate (fixed or floating for the set period of validity of the interest rate)

If the Bank changes the interest rate, the Bank shall inform the Client to that effect within ten Business Days of the effective date of the change. The Client shall pay interest based on the new interest rate, starting from the effective date of the change. Where a particular amount of the fixed interest rate for the following period of validity of the interest rate has not been specified in the Agreement, the Bank shall inform the Client about such interest rate in writing, always prior to the end

of the current period of the validity of the interest rate. Should the Client fail to inform the Bank without undue delay, however, no later than on the last day of the current period of validity of the interest rate, about its rejection of the offered amount of the fixed interest rate, it shall be deemed that Client has accepted the new amount. In the event that the Client has rejected the amount of the fixed interest rate as specified above, it is obliged to proceed in compliance with Article IV.5.

- 2) The interest rate shall be determined on an annual basis by a calculation reflecting the actual number of days in each year. An interest reflecting the actual number of past days shall be calculated on the basis of the annual period containing the actual number of days.
- 3) Unless otherwise set out in the Agreement, the Client shall pay the loan interest to the Bank for the period set in the Agreement (interest period) on the last day of each interest period. An interest period is the time interval starting on the loan drawdown date, or the last day preceding the interest period, and ending on the interest due date. The interest for the due date shall not be included in that for the interest period. If the interest due date does not fall on a Business Day, the immediately following Business Day shall be considered to be the interest due date, except for Overdraft facilities when the interest for the respective interest period is calculated and is due as of the last Business Day of each calendar day and the Bank undertakes to recognize it in the Overdraft Limit with the value of the last day of the respective calendar day. The last day of the interest period shall at the same time be the first day of the next interest period.
- 4) Interest shall be applied to the loan on a daily basis starting from the loan drawdown date (including that date itself) until the day preceding the date of loan repayment (including that date itself). The first interest period shall start on the date of the first drawdown of the loan.
- 5) The Bank is entitled to a commitment fee on the outstanding part of the loan. The amount of this fee and the instalment frequency shall be determined on an individual basis in the Agreement.
- 6) Should the Client (or the Guarantor, if applicable) fail to pay any amount due under the Agreement, the Bank shall be entitled to request compensation in the form of past due interest. In such a case the Client shall pay the past due interest on the total defaulted amount for the period from the date following the outstanding amount's due date to the date of actual payment. The past due interest shall be paid at the past due interest rate to be published by the Bank from time to time or to be defined in the Agreement.
- 7) In the event that the interest rate under this Agreement is determined by reference to the PRIBOR/LIBOR/EURIBOR but this rate within the meaning of the above articles under the headings of "PRIBOR", "LIBOR" or "EURIBOR" is not available, or in the event that the interest rate under this Agreement is determined by reference to PRIBOR, LIBOR or EURIBOR while the interbank interest rates on the funds in freely convertible currencies offered on the Prague interbank market are 15 (or more) basis points higher than the PRIBOR, LIBOR or EURIBOR, a substitute interest rate shall be used. The substitute interest rate shall be (i) equal to the arithmetic mean of the interest rates quoted by the five key players on the Prague or London interbank markets or on the euro-zone interbank market, which players are selected by the Bank with respect to their positions on the Prague or London interbank markets or on the euro-zone interbank market (the highest and lowest quotations being excluded), rounded upwards to four decimal places, at 11.00 a.m. of the Prague/London/Brussels time, as the case may be, for the same period as the interest period; or (ii) – if the Bank at any time arrives reasonably at the conclusion that the substitute interest rate cannot be determined by the method described under (i) above – the substitute interest rate shall be equal to the Bank's costs incurred in gaining the funds plus an amount defined in the Agreement, and this interest rate shall be used until the time when the Bank arrives reasonably at the conclusion that it is possible to determine the PRIBOR/LIBOR/EURIBOR for the immediately following interest period.
- 8) Regardless of the above, if there is a situation on the interbank market in which:
 - a) the costs incurred by the Bank to obtain refinancing funds for the given maturity period exceed the EURIBOR/LIBOR/PRIBOR interest rate quoted for that period, or
 - b) it is impossible to gain refinancing funds for the given period (a "market failure"), the Bank may determine for the loan amount already drawn, or for further loan drawdowns, an interest rate that corresponds to the annual rate reflecting the Bank's actual percent costs incurred by the Bank to finance the loan, plus 5.0 %.

IV. Loan Repayment; Charges and Taxes

- 1) The Client shall repay the Loan in agreed instalments to the account specified by the Bank as at the date(s) agreed in the Agreement but no later than as at the final due date set out in the Agreement. Except for overdraft facilities, an instalment shall be deemed to have been paid on time if it is credited to the agreed date to the loan account referred to in the Agreement. Should the due date of any payment under the Agreement fall on a day that is not a Business Day, the instalment shall be deemed to have been paid on time if it is credited to the loan account on the first following Business Day. Interest on overdraft facility shall be paid by the Client on the last day of the interest period. If such date is not a Business Day, the interest shall be paid no later than on the last Business Day of the interest period. As of the due date of agreed instalments, the Client shall ensure that sufficient funds are available on the account specified in the Agreement as an account from which the interest and the loan instalments are paid.
- 2) If the Client is to fulfil more than one obligation under the Agreement but the amount provided does not suffice to cover all such obligations, then any received payment shall always be booked – unless otherwise set out in the Agreement or otherwise decided by the Bank in accordance with these Loan Conditions – against the oldest receivable recorded in the order referred to in Article IV./10 of the Loan Conditions, this being so even in the case that the Bank uses the funds from the realisation of the security instruments to cover the receivables.

- 3) The Client shall be entitled to pay an individual instalment or repay the entire loan earlier than on the date set out in the Agreement, but may only do so with the prior written consent of the Bank and under the conditions specified by the Bank. If the Bank agrees with a premature repayment of the loan or any part thereof, the Bank shall be entitled (except the cases referred to in Article IV./4 of these Loan Conditions) to charge the Client for any costs reasonably incurred in procuring, securing and placing the funds (the "broken funding costs") and in the protection against risk (including any hedging, swap or any other derivative transaction), and for any other reasonably incurred costs or any financial damage suffered by the Bank in connection with the premature repayment or voluntary cancellation of the loan, the relevant calculations being based on the interest rate effective as at the date of the extraordinary instalment.
- 4) In the event that the Client draws a loan in a currency other than that in which its amount is denominated under the Agreement, the Bank shall calculate the equivalent amount in the loan currency, using the exchange rate determined by the Bank for the given day for the relevant currencies. Should a change in the rate of exchange between such two currencies result at any time in a 10% or higher increase above the permitted level of the loan principal, the Client shall forthwith compensate the Bank for the amount by which the permitted loan principal level is exceeded, together with any interest accrued on such an amount, using the currency in which the loan was drawn beyond the permitted level of loan principal. The Bank shall also be entitled to charge the Client for a fee for drawing the loan in a currency other than that in which its amount is denominated under the Agreement, the amount of such a fee being as indicated in the Bank's List of Charges or as specifically determined by the Bank.
- 5) Should the Client reject the set amount of the fixed interest rate pursuant to Article III.1) and no other agreement is made, the Client's right to draw the loan shall become extinct, the Client is obliged to repay all the Bank's receivables from the loan on the last day of the current period of validity of the interest rate or, if there is no current period of interest rate in run, on the day set by the Bank and the Bank is entitled to terminate the Agreement. Where the Early payment is not sufficient to cover all receivables from the loan, the Bank's receivables shall be paid in the order specified in Article IV.11).
- 6) The Currency of the Payments
 - a) The amounts to be paid in respect of any costs, expenses, taxes and similar payments shall be payable in the currency in which they were incurred, unless otherwise determined in the Agreement.
 - b) Any other payments under the Agreement shall be payable in the loan currency, except where otherwise provided in the Agreement or these Loan Conditions.
 - c) The Bank's and Client's mutual obligations shall be payable and paid in the agreed currency. In the event that such a currency is abolished, such obligations shall be settled in the currency that replaced the initial currency. In the absence of any such currency, such obligations shall be settled in the legal tender of the Czech Republic.
- 7) Any payments made by the Client (or the Guarantor, if applicable) under the Agreement or a Financial Document must be so made without any reduction or deduction in respect a tax or any other such payments, except where the Client (or the Guarantor, if applicable) is required by law to make such a reduction or deduction. In the event that any amount must be so reduced, the Client (or the Guarantor, if applicable) shall pay the Bank an amount necessary to ensure that the Bank receives a net amount equal to the full payment that would be received by the Bank if it were not for such a tax or other similar payment.
- 8) The Client agrees to pay the Bank any stamp duty and any registration, administrative or court fees, taxes, levies, customs duties, charges and other payments or deductions of similar nature, related to the Agreement or Financial Document, or its execution or enforcement.
- 9) Subject to the provisions of the following Article IV./9 of these Loan Conditions, the Client shall, upon the Bank's request, compensate the Bank for any justified amount of increased costs related to the Agreement or to the financing of the Bank's obligations that may arise as a result of an amendment to any legal regulations or statutory rules (this shall also encompass the regulations and rules related to taxation, maintenance of statutory reserves or provisions, liquidity, risk control and distribution and any other measures related to the regulation of the banking sector or the currency market), including the impacts of such changes on the interbank market.
- 10) The preceding Article IV./8 of these Loan Conditions shall not apply to any increased costs:
 - a) that are being compensated for as described in Articles IV./5–7 or these Loan Conditions; or
 - b) that are related to any change to the rates of taxation imposed on the Bank's net income.
- 11) Should the Bank have any receivables from the Client under the Agreement, the Bank shall be entitled to use the funds in the Client's current account (or in any of the Client's other accounts maintained with the Bank) to cover its outstanding receivables under any Agreement in the order determined by the Bank. In the event of premature repayment of the loan, agreed by the Bank, the funds shall first be used to cover the Bank's overdue receivables from the Client and then the receivables that have not yet fallen due. Unless otherwise determined for a specific case, the Bank shall be entitled to offset the Client's funds maintained in the Client's accounts with the Bank against the payment of the receivables due to the Bank. In doing so, the Bank shall proceed by the following order:
 - a) contractual penalties
 - b) compensation for the Bank's damage and costs
 - c) fees
 - d) late payment interest
 - e) commercial interest
 - f) loan principal (starting from the instalment with the oldest due date).

V. Loan Security

- 1) Loan receivables can be secured as specified in the Agreement.
- 2) Should the security cease or its value diminish, the Client shall upon the Bank's request replenish the Security to its initial level within the period to be determined by the Bank.
- 3) The Bank may request that the Client should compensate it for all and any costs as may be incurred in the enforcement of compliance with the conditions of the Agreement and in the establishment and realisation of loan security instruments.
- 4) The Client agrees to have the object of Security insured (with an insurer approved beforehand by the Bank) against impairment, destruction or any other damage as may be caused by human activity, forces of Nature or by any other factor. The insurance benefits shall correspond to the value of the Security as at the date of signature of the Agreement. The Client shall ensure that such insurance is maintained throughout the term of the Agreement. The entire insurance benefits shall be escrowed in favour of the Bank. The Client shall ensure that a copy of the insurance policy, covering the above risks, and a document concerning the escrow account with the insurance benefits in favour of the Bank, are submitted to the Bank within 14 days of the signature of the Agreement. The Client shall submit to the Bank a document concerning insurance under this provision and the payment of insurance premiums for the relevant period at any time upon the Bank's request.

VI. Breach of the Conditions of the Agreement

- 1) The Bank shall continuously assess the economic and financial situation of the Client and the Client's Group and monitor how the conditions of the Agreement are complied with. In the case of detection of any material fact that might in the Bank's view cause a breach, the Bank shall inform the Client about the faults identified, the period within which the situation is to be remedied and, where appropriate, suggest reasonable remedial actions. This shall be without prejudice to the Bank's rights under the Agreement.
- 2) Any of the cases referred to in the provisions of this Article VI Paragraph 2 and other such Default (if any), as indicated in the Agreement, shall be deemed to be Default irrespective of their causes and irrespective of the possibilities to influence them by the Client (or Guarantor, if applicable) or by any other party.

2.1 Non-payment

The Client (or Guarantor, if applicable) fails to pay on time, in the proper place of settlement and in the proper currency, any financial settlement under a Financial Document, or fails to fulfil within the required period of time any non-financial obligation resulting from these Loan Conditions or a Financial Document.

2.2 Breach of Other Obligations

The Client (or Guarantor, if applicable) fails to meet any of the obligations resulting from these Loan Conditions or a Financial Document (except what is indicated in Article 2.1 above (Nonpayment) or fails to comply with the deadline set for remedy of deficiencies pursuant to Article VI.1) or fails to adopt remedial measures suggested by the Bank pursuant to Article VI.1).

2.3. Misrepresentation

Any statements or warranties made or repeated in these Loan Conditions or in any Financial Document or in connection therewith, or contained in any document delivered by the Client (or the Guarantor, if applicable) under a Financial Document or in connection therewith, are incorrect or incomplete in any respect at the time when they are made or when they are considered valid, complete and true – or become incorrect at any time during the term of the Agreement.

2.4. Breach of Other Obligations ("Cross Default")

- a) A member of the Group is in arrears with any of its Financial Obligations, including failure to meet any Financial Obligation resulting from a final decision of a court or an arbitration tribunal; or
- b) A Default occurs (regardless of how it is defined and regardless of the document by which it is defined), relating to a Financial Obligation of a member of the Group; or
- c) Any financial obligation of a member of the Group becomes prematurely repayable or must be discharged upon receipt of a notice, owing to a breach under any document relating to Financial Obligations; or
- d) Any obligation or commitment concerning a Financial Obligation is cancelled or suspended due to a Default (regardless of how it is defined) under a document relating to such a Financial Obligation; or
- e) Any security for a Financial Obligation of a member of the Group becomes due for realisation.

2.5. Insolvency

- a) A member of the Group is insolvent or insolvency is imminent within the meaning of the relevant legal regulations; or
- b) A member of the Group has announced its intention to stop carrying out all or certain of its obligations; or
- c) Owing to financial difficulty, a member of the Group has started negotiating with one or more creditors to defer the maturity of any of its obligations.

2.6 Insolvency Proceedings

Measures have been taken by any member of the Group or by a third party (this also includes the filing of a proposal, or the convening of a general meeting, or an official decision) aiming at bankruptcy, restructuring, debt relief,

liquidation, winding up or termination of legal existence of any member of the Group in relation to an Affiliated Party of the Bank, or any other event has occurred in compliance with relevant legal regulations, resulting in an effect similar to that of any of the events indicated above in this Article, or a similar measure has been taken or a similar event has occurred within or outside the Czech jurisdiction. In this connection, the Parties agree on the right to withdraw from any Financial Document in the event that any insolvency proceedings are instituted against the other Party. This right may also be executed over the period indicated in Section 253 Subsection 2 of Act No. 182/2006, Insolvency Act, as amended.

2.7. Closing the Business Activities

Any member of the Group closes, or announces the closing of, a substantial part of its business activities.

2.8. Unlawful situation

The execution of the Client's (or Guarantor's, if applicable) obligations under a Financial Document is or has become unlawful.

2.9. Deterioration of Security

The Guarantor's guarantee obligation or any other Security for the Client's obligations under the Agreement is ineffective, or declared ineffective by the Client or Guarantor, if applicable, or the Security for an amount receivable by the Bank from the Client is challenged in any other manner, or its value is reduced, or the discharge of the Security is threatened.

2.10. Change of Control of the Client

The Client is not, or has ceased without the Bank's prior written consent to be, a party controlled by the Guarantor (provided that it was controlled by the Guarantor as at the date of signature of the Agreement).

2.11. Gaining Control over the Client (or Guarantor)

Any individual party or group of parties acting in concert (within the meaning of Section 66 of the Commercial Code) has/have become, without the Bank's prior written consent, a party/parties controlling the Client (or Guarantor, if applicable).

2.12. Material Adverse Change

A circumstance or a series of circumstances has occurred, which may exert, according to the Bank's opinion, a significant adverse impact on the financial position of the Client (or Guarantor, if applicable) or the Group, or on their business or their ability to discharge their obligations under a Financial Document. A material adverse change shall always be deemed order for execution of a court ruling or commencement of insolvency proceedings.

2.13 The Client or the party providing Security has announced its intention to stop discharging any of its obligations or has commenced negotiations with any of its creditors on deferring the maturity of any of its obligations due to imminent insolvency.

2.14 A relevant public authority or relevant court, or any arbitration tribunal or an arbitrator has decided that the Client (or Guarantor, if applicable) has breached a legal obligation and the Bank believes that this breach has an adverse impact on the Client's (or Guarantor's, if applicable) ability to discharge its obligations under any Financial Document or under these Loan Conditions.

3) Premature Repayment

Should any event defined as a Default occur, the Bank may, by serving a notice on the Client:

- a) terminate all its obligations towards the Client under the Agreement; and/or
- b) require immediate repayment of all or certain of the Client's debts owed to the Bank under the Agreement or a Financial Document, and/or require that such debts be repaid (in part or in entirety) upon the Bank's request; and/or
- c) declare that a cash coverage shall be immediately payable by the Client to the Bank in the same amount and same currency as the total maximum amount (determined by the Bank) under any letter of credit and/or bank guarantee issued by the Bank under the Agreement (except in a case of Unlawful Situation, referred to in Article 2.8 above, where such cash coverage shall become payable upon expiration of a 30-day period following the delivery of the Bank's notice to the Client).

4) Change of interest rate

Should any event defined as a Default occur, the Bank shall be entitled to increase the interest rate stipulated in the Agreement, up to the double of interest rate stipulated in the Agreement. The increase shall be applicable for the period of lasting Default, or until the elapse of the nearest upcoming end of interest period in case of floating interest rate (linked to PRIBOR, EURIBOR or LIBOR). Bank shall inform the Client to that effect within ten Business Days of the effective date of the change. The Client shall pay interest based on the new interest rate, starting from the effective date of the change.

VII. Fees

- 1) The Client shall pay the Bank the fees set out in the Bank's Tariff and/ or Agreement. Unless otherwise specified in the Agreement and/ or Tariff, any fees related to the signature of the Agreement shall be payable and paid as at the first day of loan drawdown.
- 2) Any fees referred to in this Article VII. (Fees) shall be calculated exclusive of the value added tax or any other taxes that may be payable in connection with such a fee. Should any value added tax be paid or any other such payment be made, the Client shall make such a payment together with the respective fee.

VIII. Costs

- 1) The Client shall reimburse the Bank upon request for all and any reasonably incurred costs and expenses (including legal charges) as may be associated with:
 - a) the negotiating, drafting, executing and signing of:
 - (i) the Agreement or any other documents to which the Agreement refers;
 - (ii) any Financial Document signed upon the signature of the Agreement beyond the standard documentation used by the Bank during the given time;
 - b) any change, waiver of a right, consent, or suspension of a claim (or a proposal to make any such act) requested by the Client (or Guarantor, if applicable) or on its behalf and related to a Financial Document or any document to which the Financial Document refers;
 - c) any other matter (except ordinary administrative matters) in relation to a Financial Document.

IX. Compensations

- 1) **Currency Risk**

Should the Bank receive any payment related to the Client's (or Guarantor's, if applicable) obligations under a Financial Document, or should any such obligation be settled in a currency other than the currency stated in the Agreement, then:

 - a) the Client (or Guarantor, if applicable) must reimburse the Bank (a separate claim is involved in this case) for any property damage as may be caused by conversion to another currency;
 - b) – if the payment received by the Bank, converted to the currency stated in the Agreement at the prevailing market exchange rate, is lower than such a payment in the currency stated in the Agreement – the Client (or Guarantor, if applicable) shall pay the Bank an amount in the currency of the Agreement equal to such a difference;
 - c) the Client (or Guarantor, if applicable) shall reimburse the Bank for any reasonably incurred costs or taxes related to such a conversion.
- 2) **Compensation for Damage**

The Client shall compensate the Bank for any damage (comprising the actual damage plus lost profit) suffered by the Bank in connection with the Agreement and/or with the transactions carried out on the basis of the Agreement, including any costs of enforcement.

X. Set-off; Records; Other Provisions

- 1) The Bank may at any time set-off any of its outstanding amounts receivable from the Client against any of the Client's (and the Guarantor's, if applicable) receivables from the Bank, irrespective of the maturity of the receivables and irrespective of the currency in which they are denominated and the legal relationship on which they are based. This is without prejudice to Section 360 of Act No. 513/1991, Commercial Code, as amended (the "Commercial Code"). The Bank and the Client have expressly agreed on the Bank's entitlement to offset also the Bank's receivables from the Client that have not yet fallen due. On the other hand, the Parties have excluded any possibility of offset to be made by the Client (and the Guarantor, if applicable).
- 2) To cover any of the receivables due by the Client (and the Guarantor's, if applicable) to the Bank, the Bank may at any time use the funds in any of the Client's (and the Guarantor's, if applicable) accounts maintained with the Bank, and may do so even irrespective of the maturity of any of the Client's (and the Guarantor's, if applicable) receivables for the payment of funds from the account concerned, and irrespective of the Client's (and the Guarantor's, if applicable) instructions for the disposition of the funds in the account. To use such funds from an account, the Bank shall debit such funds from the account event without prior notice to the Client (and the Guarantor, if applicable).
- 3) The application of Section 361 of the Commercial Code is excluded in all contractual relationships between the Client (and the Guarantor, if applicable) and the Bank on the basis of the Agreement.
- 4) The bookkeeping records maintained by the Bank in connection with the Agreement shall be respected by both Parties as the primary document in relation to any matters the records relate to.
- 5) Any assurance or calculation made by the Bank in respect of any rate or any amount of payment under the Agreement shall be respected by both Parties (except in a case of manifest error) as the primary and conclusive documents with respect to the matters they relate to.

XI. Protection of Information

- 1) The Parties agree to respect the confidentiality of information within the meaning of Section 271 of the Commercial Code.
- 2) The Client acknowledges by its signature under the Agreement that all and any data and information concerning this and any related arrangements may be used by the Bank in any Default by the Client of the Client's obligations under the Agreement, which case could be brought before the court or could result in the assignment of a receivable under this Agreement or any agreement related hereto.
- 3) The Client agrees that in matters to which banking secret applies under Section 38 Subsection 1 of the Banking Act, the Bank may provide other Banks with information on its (the Client's) creditworthiness, obligations, assets and financial position.
- 4) The Bank shall be entitled to make the following information available to the Bank's Affiliated Party or to any other Party with which it intends to conclude, or has already concluded, an agreement on any transfer, participation or any other arrangement in relation to the Agreement:
 - a) a copy of any Financial Document;
 - b) any information obtained by the Bank in connection with any Financial Document.
- 5) Should any of the circumstances defined as a Default occur, the Client shall give the Bank its consent to inform to that effect the Guarantor and/or any other person that provided Security, if such a person so requests.

XII. Disputes

Any disputes from the Agreement that the parties are unable to settle by amicable agreement shall be brought to the competent court. The competent court for settlement of disputes is the general competent court of the Bank.

XIII. Final Provisions

- 1) The Bank reserves the right to amend these Loan Conditions analogously according to the relevant provisions of the General Terms and Conditions, always as a response to amendments to the relevant legal regulations or as a result of a substantial organisational and business change in the Bank. The Bank shall publish the amended Loan Conditions. The Client shall be informed in writing about the amended Loan Conditions and how they are made public. Such information shall as a rule be provided in the form of text in the account statement or on the Bank's web pages at www.equabank.cz at least thirty days prior to the effective date of the amendment. The Client must familiarise with the amended Loan Conditions. Should the Client continue using the services provided by the Bank without expressing in writing its disagreement with the amended Loan Conditions within one (1) month following the publication by the Bank of the amended version of the Loan Conditions, the new version of the Loan Conditions shall become binding in respect of the contractual relationship and shall be regarded as an amendment to the initially agreed conditions with effect from the date indicated in the amendment of the Loan Conditions. Should the Client deliver to the Bank its disagreement in writing with the amended Loan Conditions within the period set out by the Bank for the filing of objections, such disagreement shall be regarded – unless otherwise agreed between the Parties – as termination of the Agreement by the Client. This provision is without prejudice to the Bank's right to publish the relevant amendments to certain information or data related to these Loan Conditions, or referred to in these Loan Conditions, without amending the Loan Conditions as such.
- 2) These Loan Conditions are an integral part of the Agreement.
- 3) These Loan Conditions shall be governed by the laws of the Czech Republic and shall enter into effect on June 27, 2011.

"I, the undersigned Client hereby declare that I have not signed the present Loan Conditions under duress or under conspicuously disadvantageous conditions and that I understand the text. Also I declare that I have been informed in detail (in the Italian/ English language) about all their provisions, particularly all the duties arising from these Loan Conditions."

[Place] _____, [Date] _____

On behalf of Client: _____

Name: _____

Title: _____