PETERKA PARTNERS

YOUR CEE LAW FIRM

GENERAL TERMS AND CONDITIONS TO THE AGREEMENT ON THE PROVISION OF LEGAL SERVICES

PETERKA & PARTNERS provides legal services in Central and Eastern Europe through its entities, in respect of the laws of the Slovak Republic by **PETERKA & PARTNERS advokátní kancelář s.r.o.**, with its registered office at Karlovo náměstí 671/24, 11000 Prague 1, Czech Republic, acting through its branch **PETERKA & PARTNERS advokátska kancelária s.r.o. organizačná zložka**, with its registered seat of the branch at Námestie Mateja Korvína 1, 811 07 Bratislava, Slovakia, ID No. (IČO): 35 884 703, Tax ID No. (DIČ): 2021831603, VAT ID No. (IČ DPH): SK2021831603, registered in the Commercial Register of the Municipal Court Bratislava III, Section: Po, Insert No: 1165/B (the "**Law Firm**"). The present General Terms and Conditions (the "**GTC**") constitute an integral part of the Agreement on the Provision of Legal Services (the "**Agreement**") or the APPLICABILITY AGREEMENT and set forth the related mutual rights and obligations of the Parties making matters more precise, or are in addition to, those rights/obligations provided in the Agreement. The Law Firm is not obliged in any way towards the Client to provide services before the Agreement is concluded.

As the Law Firm is a member of the PETERKA & PARTNERS Group (hereinafter jointly referred to as the "**Law Firm's Group**"), the present General Terms and Conditions also provide for the conditions under which other law firms from the PETERKA & PARTNERS Group may provide legal services to the Client.

1. Legal services, their subject matter and scope

1.1 Definition of legal services. The term "legal services" comprises all forms of legal assistance provided in respect of Slovak law, international private and public law and the law of the European Union, in particular, providing the Client with legal advice, drafting agreements and other documents, preparing legal analyses and audits, representing the Client before the courts and authorities of the Slovak Republic or self-governing bodies, before the authorities of the European Union and before arbitrators or arbitration panels. Legal services also include tax consultancy.

1.2 Legal services in respect of Czech law. The Law Firm provides legal services in an analogous scope in respect of Czech law through its founder, PETERKA & PARTNERS advokátní kancelář s.r.o., with its registered office at Karlovo náměstí 671/24, 11000 Prague 1, Czech Republic.

1.3 Legal services in respect of the laws of the countries where the members of the Law Firm's Group are located. The Law Firm may also coordinate for its Client the provision of legal services in respect of the laws in the countries where other entities from the Law Firm's Group are located. An up-to-date list of these entities is provided at: https://www.peterkapartners.com/en/offices/.

If the Client or any other entity from the Client's Group is interested in legal services in any of the jurisdictions where other entities from the Law Firm's Group are located or if any entity from the Client's Group is interested in legal services of the Law Firm under Czech law or Slovak law, they may execute either an APPLICABILITY AGREEMENT or an individual local legal services agreement between:

(i) the Client and the respective entity from the Law Firm's Group or
(ii) another entity from the Client's Group and the Law Firm or
(iii) another entity from the Client's Group and the respective entity from the Law Firm's Group.

The relationship between the parties mentioned above in indents (i) – (iii) shall be subject to identical mutual rights and obligations as those stipulated in the present GTC (with the necessary jurisdictional and other adjustments based on the requirements of the legal regulations or legal practice of certain countries where the Law Firm´s Group member is located).

In such a case, the Client or another entity from the Client's Group shall directly take all actions regarding the provision of legal services and communicate with the Law Firm or respective entity from the Law Firm's Group and shall also pay all incurred expenses, in particular, the fee and reimbursement of costs, directly to the Law Firm or the respective entity from the Law Firm's Group, unless the Parties agree on the coordination of legal services according to Article 1.5 hereof.

1.4 Legal assistance in other jurisdictions. The Law Firm cooperates with law firms in the majority of world jurisdictions (in particular with law firms associated in the international networks of law firms TerraLex© and the International Lawyers Network), through which the Law Firm can obtain and coordinate legal assistance for the Client, as required.

1.5 Manner of the coordination of legal services and legal assistance in respect of law other than Czech or Slovak. If the coordination of the provision of legal services by the respective entity or entities from the Law Firm's Group under Article 1.3 above, or the coordination of legal assistance by the selected foreign law firm or law firms under Article 1.4 above (both hereinafter as the "**Foreign Firm**") in respect of law other than Czech or Slovak, also forms part of legal services by the Law Firm, the direct contractual relation shall always be created between the Client and the respective Foreign Firm.

The Client hereby explicitly authorizes the Law Firm to take, on behalf of the Client, all actions towards the Foreign Firm in order to create the direct contractual relation, in particular to conclude an agreement with the Foreign Firm on behalf of the Client, to instruct the Foreign Firm on behalf of the Client and receive consultations from the Foreign Firm on behalf of the Client.

In this respect, the Client takes into account and agrees that:

(i) the agreement with the Foreign Firm shall be generally governed by the local law of the location of the Foreign Firm's registered seat and any dispute between the Client and the Foreign Firm shall be generally settled by a competent court of the country where the Foreign Firm is located,

(ii) the Law Firm does not verify legal aspects of the agreement between the Client and the Foreign Firm and is not liable for its legal consequences for the Client; consequently, the relevant actions of the Law Firm towards the Foreign Firm on behalf of the Client shall be limited only to the commercial aspects of the agreement as instructed by the Client, i.e., the scope of legal services, term of their provision and fee for legal services of the Foreign Firm. In case the Client requires verification of legal aspects of the agreement with the Foreign Firm, it must explicitly and in writing instruct the Law Firm to do so, and to ask the Law Firm to hire for this purpose a local foreign law firm to verify the content of the agreement with respect to the applicable law,

(iii) as an executed agreement with a Foreign Firm is considered also a written order of legal services to the Foreign Firm made by the Law Firm on behalf of the Client and subsequent written confirmation of such an order by the Foreign Firm to the Law Firm.

The Client also takes into account that for legal services provided in respect of law other than Czech and Slovak only the respective Foreign Firm, which is located in the respective jurisdiction, and which, consequently, provides legal services in this jurisdiction, shall be liable. The Law Firm is in no case liable for legal services provided by the Foreign Firm and the Law Firm is not obliged to any verification of the accuracy and correctness of the legal services provided by the Foreign Firm.

The Client takes into account that if the Foreign Firm is not a part of the Law Firm´s Group;

(i) the scope of liability of the Foreign Firm may be significantly lower than the liability within the Law Firm´s Group and

(ii) the amount of insurance of the Foreign Firm´s liability is usually significantly lower than the insurance of the liability within the Law Firm´s Group.

The Client shall inform the Law Firm, in written form, if it intends to enter directly into the negotiation of the agreement with the Foreign Firm.

1.6 Coordination of the Legal Services in other legal matters. The local law may require that only a local attorney (or a person with a similar profession) duly registered with the local Bar Association or any similar organization (the **"External Local Attorney"**) can represent the Client before the Court or perform any other action on behalf of the Client. In such case, the Law Firm shall take on behalf of the Client, all actions towards the External Local Attorney, in particular, it shall conclude an agreement with an External Local Attorney, instruct the External Local Attorney on behalf of the Client and receive the External Local Attorney´s consultations, which the Client hereby authorizes the Law Firm to do. For concluding such agreement, the principles provided in Article 1.5 hereof shall apply adequately. In such case, only such External Local Attorney shall be liable for the legal services provided by him/herself to the Client, and the Law Firm is in no case liable for legal services provided by the External Local Attorney, and the Law Firm is not obliged to any verification of the accuracy and correctness of the legal services provided by the External Local Attorney. The above-mentioned shall only apply in cases where there is a fee arrangement for a particular service directly between the Client and the External Local Attorney, and the relevant fee is either invoiced directly by the External Local Attorney to the Client or re-invoiced by the Law Firm to the Client.

1.7 Subcontractors. If in connection with the provision of legal services the need for the services of external providers ("**External Services**") arises (e.g., auditors, consultants, court-certified and other experts, interpreters and translators), the Law Firm agrees with the Client, according to the circumstances, which Party (i.e., the Law Firm or the Client) shall conclude the appropriate Agreements with these providers ("**Subcontractor(s)**"). For concluding such agreement, the principles provided in Article 1.5 hereof shall apply adequately, the Subcontractor shall be liable for the services provided by him/herself to the Client and the Law Firm is in no case liable for services provided by the Subcontractor.

1.8 Payments towards the Foreign Firm, the External Local Attorney or the Subcontractor. In particular, the fee and reimbursement of costs, shall be, taking into account specific circumstances of the given case, at the Law Firm´s discretion either directly paid by the Client or accounted to the Law Firm, which shall subsequently account them to the Client as an expense legitimately incurred in connection with the performance of the legal services in accordance with the rules stated in the GTC.

1.9 Definition of subject matter and scope of legal services. The particular subject matter and scope of legal services to be provided by the Law Firm shall always be determined by agreement (written or oral) between the Law Firm and the Client. Unless, in the particular case, the Law Firm and the Client agree otherwise, the rights and obligations arising from the legal services agreed between the Law Firm and the Client, or from the legal services provided by the Law Firm to the Client before the execution of the Agreement and GTC, are governed by the provisions of the Agreement and the GTC.

2. Principles of providing legal assistance

2.1 Instructions of the Client. The Law Firm is obliged to act according to the instructions of the Client unless the instructions conflict with the law or the professional code of conduct of the Slovak Bar Association or in the case of provision of legal services by Foreign Firms or by an External Local Attorney unless the instructions conflict with the local law or the professional code of conduct in the given jurisdiction.

2.2 Persons providing legal services. The Law Firm may provide the Client with legal services through its partners, affiliated attorneys and tax advisors, junior attorneys, legal assistants and other employees and/or translators.

2.3 Teamwork, distribution of tasks according to work experience and specialization. The quality and effectiveness in providing legal services is essentially achieved by the delegation of tasks according to their difficulty among several members of the Law Firm based on their specialization and professional expertise (seniority).

3. Fees and expenses

3.1 The Client shall pay the Law Firm for the legal services a fee based on the provisions in the following paragraphs.

3.2 Form of payment. The primary method of calculating the fee is based on time spent on the legal services ("**time spent**"). In exceptional cases, the Client and the Law Firm may agree on another form of calculation of the fee for legal services, for example, as a certain cap of the total remuneration for time spent or as a lump sum for a specific service or scope of legal services.

3.3 Fee based upon time spent is calculated as the product of the actual time spent by particular persons participating in the provision of the legal services of the Law Firm and the hourly rate of these persons determined according to their position in the Law Firm. Hourly rates applicable for a particular case are agreed with clients in the Agreement or in the communication with the Client. If a legal regulation or regulation of an appropriate professional organization (Bar Association) stipulates a minimum amount of remuneration for the provision of legal services, the remuneration charged to the Client for the provided legal services shall not be lower than the remuneration stipulated by such appropriate legal regulation.

3.4 Time units of 15 minutes. For the purpose of calculating the amount of the fee, the time spent on legal services is calculated in units of 15 minutes (rounded up for every initiated unit).

3.5 Chargeable time. Time spent on the legal services rendered includes the entire time which the person providing the legal services of the Law Firm was engaged in attending to matters concerning the Client, and the time which the person was not able to attend to other matters due to attending to the matters of the Client (e.g., travel time or time lost due to waiting). The chargeable time includes also time incurred for all acts which the Law Firm is obliged to perform based on the valid legal regulations due to the legal services rendered to the Client such as all steps related to the coordination of legal services according to Articles 1.3 – 1.7 of these GTC, sending reminders for payment of the fee to the Law Firm where the due date expired, as well as acts upon the request of other entities (auditors, public administration authorities, bodies in charge of criminal proceedings, etc.) and as well as steps in relation to identification and monitoring of the Client according to Act No. 297/2008 Coll., on Protection Against the Legalization of Revenues From Criminal Activity and on Protection Against Financing Terrorism and on Amendment to Certain Acts, as amended. The obligation of the Client to pay fees to the Law Firm for these acts remains valid for a period of five years after the Agreement is terminated for any reason whatsoever.

3.6 Internal discussions, coordination and control. A certain amount of the time spent on providing legal services (to a maximum of 10% of the total time) consists of activities such as internal discussions on resolving problems related to the legal services rendered, coordinating the members of the Law Firm, cooperating on the provision of legal services and mutual control of the output.

3.7 Non-binding estimations of fee or time (to be) spent. If the Client requires an estimation of the time to be spent or the amount of the fee for a certain legal service, the Law Firm shall provide one, if possible, with regard to all the circumstances. An estimation of the time or fee is not binding and the actual amount of the fee may differ from any estimate (can be higher or lower).

3.8 Remuneration for time spent on partial performance in cases where a lump sum fee has been agreed. The Law Firm keeps a record of the time spent on the provision of legal services also in cases when the fee for these services is agreed as a lump sum for a specific act or for a specific scope of legal services. In the event that the provision of legal services ends for any reason, before the legal services, for which the lump sum price was agreed, are completed, then the fee calculated according to the time spent is due to the Law Firm to the limit of the agreed lump sum.

3.9 Rate of success or value of subject matter. There is no correlation between success in a case or the value of the subject matter and the amount of the fee for the legal services provided under the Agreement and the present GTC.

3.10 Factors affecting the time spent which are not imputable to the Law Firm. The Client is aware that the time consumed in

providing legal services is, to a certain extent, dependent on factors that are not imputable to the Law Firm as they are out of its effective control, such as the amount of assistance from the Client to the Law Firm, the effectiveness of the Client's conduct, e.g., how the Client ensures the administrative or technical processes necessary for providing the legal services, whether the Client provides all the information, documents and instructions required by the Law Firm without undue delay, or if it is necessary, gets the information and documents from other sources, if the Client repeatedly changes its instructions, the Client's choice of strategy or tactics, in particular in negotiations or disputes, the conduct of third parties (typically the counterparties or partners of the Client in negotiations), in particular such as speed, effectiveness and rate of success.

3.11 Hourly rate indexing. The hourly rate provided in the Agreement is automatically increased twice a year on January 1st and July 1st according to the inflation rate determined by the Consumer Price Index, published by Eurostat for the previous six calendar months. The first increase in the hourly rates for the calculation of the remuneration according to the GTC shall be effective for the first time on January 1st or July 1st following the conclusion of the Agreement. The Law Firm shall calculate the increase in the hourly rates without unnecessary delay after the publication of this Index. Any negative inflation expressed by the Consumer Price Index shall not result in a respective decrease in the hourly rates.

3.12 Cap of the total remuneration for time spent or lump sum remuneration. If the Law Firm and the Client agree on the cap of total remuneration (the "**Cap**") or on lump sum remuneration (the "**Lump Sum**") an arrangement for a particular service or scope of legal services (the "**Arrangement**") must be specific and in writing. The agreed Cap or Lump Sum shall apply on the following presumptions: (i) the essential structure of legal services described in the Arrangement does not change; and simultaneously (ii) the real time spent on the realization of a particular service or on the provision of legal services does not exceed the maximum amount of hours stipulated in the Arrangement; and simultaneously (iii) the Client, all its representatives and counsels, any counterparty to the transaction or its representatives or counsels, shall co-operate fully with the Law Firm during the provision of legal services, in particular by providing all required information, documents and assistance; and simultaneously (iv) any meetings between the Law Firm and the Client or its representatives and counsels or respective third parties shall take place by way of teleconference, but if this is not possible any face-to-face meetings shall take place in the municipality where the offices of the Law Firm or the Client are situated, so that any travel by the Law Firm shall be limited to a minimum; and simultaneously (v) the legal services actually provided are restricted to those specified in the Arrangement, no additional or further services, beyond those anticipated in the Arrangement, are requested by the Client, and no substantial issues of law arise in the course of providing the legal services, which were not or could not have been reasonably foreseen at the time of agreeing to the Arrangement.

3.13 Increasing the Cap or the Lump Sum. The Law Firm reserves the right to increase the Cap or the Lump Sum beyond the amounts agreed in the Arrangement if any of the presumptions in Article 3.12 above prove incorrect, and shall immediately notify the Client of the need to increase the Cap or the Lump Sum. All time actually spent by the Law Firm in providing legal services beyond the maximum amount of hours stipulated in the Arrangement shall be used for the calculation of normal remuneration for time spent on the basis of the principles described in Article 3 of the GTC and shall be charged to the Client on top of the Cap or the Lump Sum agreed in the Arrangement.

3.14 Increase of the Law Firm's fees if a court or other authority orders the counterparty to pay remuneration of the Client's legal fees which exceeds the total of the fees paid by the Client to the Law Firm for representing the Client in proceedings. If a court, arbitration tribunal, arbitrators, or other body before which the Law Firm represented the Client finally awards the Client compensation for the costs of legal representation by the Law Firm, and if the amount of such compensation exceeds the amount of the fee charged by the Law Firm to the Client for representation in the proceedings, the Law Firm's fee shall be increased by the difference. The Parties have explicitly agreed, that if the counterparty pays, according to the respective decision, reimbursement of legal fees to the Law Firm's bank account, the Law Firm shall be entitled to set off its claim against the Client's claim for payment of its fee according to the previous sentence against its obligation to transfer the amount received from the counterparty to the Client.

3.15 Use of information systems. The Law Firm and the Client may agree to use, in the course of their mutual cooperation, the information system selected by the Client (such as Serengeti Tracker). The Client shall always bear all costs connected with the operation of this information system. The Law Firm shall deliver invoices to the Client through the information system. The respective invoice shall be considered delivered at the moment when the Law Firm inputs it into the information system. At this moment deadlines connected with the delivery of the invoice (such as the deadline for the Client's objections or reservations and the deadline for settlement of the invoice) shall begin to run. If the Client approves the invoice in the information system, the Law Firm shall be considered to have properly rendered the service and the Client shall be considered to agree to the charged price. The Law Firm shall also deliver the invoice to the Client in the usual manner (by post) where this delivery is required under tax or other

legislation. The delivery of the invoice in the usual manner shall not affect the moment of delivery of the invoice to the Client. The Client shall also have the right to input into the information system the estimated number of hours required for certain legal services agreed between the Law Firm and the Client. By inputting the estimate in the information system, the estimate shall be considered approved by the Client. In such case, the Law Firm shall link individual invoices issued to the approved estimates. If the Client requires the Law Firm to execute and fulfil any contractual arrangements with the Client or with an external provider of the information system selected by the Client (the "**Contractual Arrangement**"), the Parties agree that if there is a discrepancy in provisions between the Contractual Arrangement related to the information system and the Agreement, the GTC or the respective Contractual Arrangement provides for provisions outside of the scope of the Agreement and the GTC, such discrepancy or provisions outside of the scope of the Contractual Arrangement do not apply to the Law Firm and the Agreement and GTC always prevail over any Contractual Arrangements related to the information system.

3.16 Advance Payment. The Law Firm may require an appropriate advance payment for the fee for the legal services and for the reimbursement of costs (generally amounting to the expected monthly fee and reimbursement of costs). The Client shall pay the advance payment again after the proportion of the previous advance payment is set off against the claim of the Law Firm towards the Client.

3.17 The Client shall reimburse the Law Firm for any and all costs and expenses incurred legitimately in connection with the performance of the legal services in accordance with the Agreement and the present GTC. If not agreed otherwise in writing by the Parties, the expenses shall be reimbursed as follows:

(i) common expenses in a particular month include expenses for telecommunication services (telephone, fax), national and international postal fees and expenses for printing and copying documents to a reasonable extent shall be paid by the Client to the Law Firm at a flat rate equivalent to 5% of the total amount of the fee excluding VAT, invoiced for the relevant month to the Client;

(ii) expenses including transportation by car used by the Law Firm or a member of it shall be reimbursed at a flat rate corresponding to the amount of EUR 0.60 per kilometre;

(iii) an amount actually incurred for other expenses, particularly expenses for legal, arbitral, court and administrative fees, legal stamps, notary fees, expert expenses and the expenses of other external service providers (e.g., external translators and interpreters), travel expenses (by taxi, train, bus or plane) and accommodation expenses, courier services, all bank fees incurred by the Law Firm in connection with the payment of the relevant costs, etc.

4. Payment of the fees and reimbursement of costs

4.1 Frequency of statements and due date of invoices. The Client shall pay (i) the fee for the legal services and (ii) the amount of expenses in accordance with the tax documents (invoices) issued by the Law Firm monthly and due within seven (7) days as of being issued.

4.2 Time description of services supplied. If the payment is based upon time spent, the Law Firm provides, with every invoice, a detailed time description of the services rendered and information on who participated in rendering the services and an account of what they did.

4.3 Invoice address of the Client. The Law Firm shall send its tax documents (invoices) to the Client electronically to the e-mail address specified by the Client in the Agreement. If the Client requests that invoices be sent in paper form, the Law Firm will send them to the registered office of the Client, unless the Client provides a different invoice address, or send them to the Client in another manner indicated by the Client (for example in the manner provided in Article 3.15 above).

4.4 Objections to the invoiced amount. The Parties agree that if the Client does not inform the Law Firm within seven (7) days of the delivery of the invoice of its possible objections to or reservations with the invoiced amount and to the detailed time description of the provided services contained therein, the Client shall be deemed to have agreed with the invoice and the contents and to admit the accuracy of all information mentioned therein.

4.5 Legal services provided pursuant to the instruction of the Client on behalf of a third party. Should the Law Firm exceptionally provide certain legal services pursuant to the instructions of the Client and based on the Agreement and these GTC to entities other than the Client (e.g., another company being part of the same group as the Client), the fee and all related costs shall be invoiced to the Client and the Client shall be solely responsible for their re-invoicing.

4.6 Payment of the fee by the third party. The Client and the Law Firm may agree that the fee for legal services is paid by a third person (in most cases by another entity from the group to which the Client belongs). This agreement on payment of the fees must be in writing and it shall not create a Client-attorney relationship between the Law Firm and such a third person. The Client releases the Law Firm from the obligation of confidentiality towards the third person to the extent necessary for the payment of the fee by such third person. The agreement on payment of the fees by a third person does not release the Client from its obligation to pay the fees for the legal services provided by the Law Firm to the Client and the

Client undertakes to pay such fee upon request of the Law Firm in case it is not paid by the third person by the due date.

4.7 Execution of payments. All payments from the Client to the Law Firm shall be paid in EUR by wire transfer to the Law Firm's bank account stated in the relevant tax document. Every payment by the Client to the Law Firm must indicate the number of the invoice as a reference number.

4.8 Expenses for payments. All expenses connected with the payment of fees and reimbursement of costs, in particular expenses for bank transfers, cashing cheques or expenses incurred in consequence of exchanging money, shall be borne by the Client in a way that the exact amount specified in the relevant tax document is credited to the Law Firm's bank account.

4.9 Default interest. In the case of a default in the payment of any invoice issued in accordance with the Agreement and GTC, the Law Firm shall have the right to invoice the Client for default interest in accordance with the relevant valid legal regulations.

4.10 Change of VAT status of the Client. If the VAT status of the Client changes, the Client is obliged to inform the Law Firm immediately and not later than seven (7) business days after the change.

5. Obligation of confidentiality – Statutory exceptions and partial release from the obligation of confidentiality and other legal obligations of the Law Firm

5.1 Obligation of confidentiality. The Law Firm is obliged to keep confidential all information that it obtains in connection with the provision of legal services according to the Agreement and the GTC, with exceptions provided in the GTC.

5.2 Statutory exceptions from the obligation of confidentiality. The Client is fully aware that there are certain exceptions in the law to the obligation of confidentiality. These exceptions are stated in Section 23 of Act No. 586/2003 Coll., on Advocacy, as amended (concerning cases where there is litigation between the Client and the Law Firm before the court or another authority; where there are disciplinary proceedings against a member of the Law Firm before the Slovak Bar Association; where the Law Firm performs tax duties towards tax authorities or where there is a legal duty to prevent a crime from being committed). A further exception is the performance of duties by the Law Firm in accordance with Act No. 297/2008 Coll., on Protection Against the Legalization of Revenues from Criminal Activity and on Protection Against Financing Terrorism and on Amendment to Certain Acts, as amended. This exception relates to the Law Firm's notification duty, when the Law Firm learns when carrying out monitored activities for the Client (mainly activities related to administration and custody of money, securities or other property of the Client, acting in the name or on behalf of the Client when procuring a purchase or sale of real estate or shares, assistance with opening or administering the Client's account in a bank, a branch of a foreign bank or a securities account, assistance with establishing, operating, or managing a company, association of natural persons or legal entities, purpose-built association of property, or another legal entity) on suspicious transactions (i.e., legal or other acts evoking a suspicion that its execution may lead to the legalization of revenues from criminal activity or to financing terrorism, or another fact that could raise such a suspicion).

5.3 Partial release from the obligation of confidentiality by the Client. The Client partially releases the Law Firm from the obligation of confidentiality in respect of other members of the Law Firm´s Group (including in particular its accountants, employees, cooperating attorneys, agents, advisors, directors, shareholders and other entities affiliated to the Law Firm) and other persons and entities mentioned in Articles 1.3 – 1.7 of the present GTC and 5.4 – 5.6 of the present GTC.

5.4 References and marketing. The Law Firm (in this Article by the "Law Firm" is meant concurrently any member of the Law Firm´s Group and all other entities affiliated to the Law Firm) is entitled to inform a third party or publish information stating that the Client is its Client, and then (at the discretion of the Law Firm) also to inform that it provides or has provided legal services in a particular matter (including its value) and in a particular legal area to the Client (or any other entity being part of the same group as the Client). This consent is granted by the Client to the Law Firm in particular for marketing purposes, namely on the Law Firm's websites, social networks, in brochures and other documents, and in various lawyers' handbooks, guides and directories published by Chambers & Partners, Legal500, IFLR1000, Benchmark Litigation, Media Law International, and the like. The Law Firm is also entitled to disclose the same information for the purposes of its participation in tenders for legal services. Instead of mentioning the name (business name) of the Client (other entity mentioned above) or together with it, the Law Firm is entitled to mention the name of the group which the Client (other entity mentioned above) is a part of, or a logo of the Client. The Client expressly confirms that it is entitled to grant such consent to the extent stipulated above. The Client shall concurrently provide the Law Firm, upon request, with a testimonial letter confirming that the Law Firm provides/has provided legal services to the Client (or any other entity being part of the same group as the Client) in a particular matter as its legal counsel. For the avoidance of any doubt, the Parties expressly agree that the Law Firm is (in case of an explicit declaration of the Client) not entitled to disclose any detailed

or sensitive information about the nature of the legal services provided to the Client. The entitlement of the Law Firm to publish the above-mentioned information shall persist even after the duration of the Agreement and the GTC or the duration of the cooperation according to the Agreement and the GTC.

5.5 Law Firm's Insurance. The Law Firm has no obligation of confidentiality, if it is obliged according to an agreement with an insurance company, to which the Law Firm makes a claim for an insurance payment to cover liability for damage, arising from the performance of the legal profession to inform the insurance company of the circumstances of the incident or provide other assistance.

5.6 Communication with third parties. The Law Firm also has no obligation of confidentiality to the extent necessary for the conclusion of the APPLICABILITY AGREEMENT or coordination of legal services under Articles 1.3 – 1.7 hereof or if the Client requires the Law Firm to communicate in its matter with the counterparty or any other third party or if the communication results from the nature of provided legal services to the extent necessary for such communication. In case of any doubts, the Law Firm shall be considered as released from the obligation of confidentiality by the Client.

5.7 Provision of services to third parties based on the Client's instruction. If the Client requests the Law Firm to provide legal services on the basis of these GTC to third parties, particularly to other companies from the Client's group, the Client agrees, at the same time, by the request, that the Law Firm is allowed to use any information obtained when providing services to the Client and also when providing services to such third parties. The Client expressly confirms by such request to the Law Firm that there is no conflict of interests between the Client and third parties designated by the Client in matters related to the request, and at the same time releases the Law Firm of the confidentiality obligation in relation to such third parties. By such request, the Client also explicitly confirms that the Client has obtained the approval of such third party and that the Law Firm shall render the legal services to such third party under the same conditions as mentioned in the Agreement and GTC. If requested by the Law Firm, the Client shall ensure an additional written confirmation of such third party´s approval.

5.8 Data protection. The Client acknowledges that personal data received by the Law Firm in relation to the execution of the Agreement and these GTC and during the provision of the legal services according to the Agreement and these GTC will be collected and processed according to the GDPR, data protection legislation applicable in the Slovak Republic (in particular the Slovak Personal Data Processing Act), the Law Firm's internal regulations and Privacy Policy available at http://www.peterkapartners.com/en/privacy-policy-en/ jointly by the Law Firm's Group entities and other affiliates of the Law Firm. The Law Firm informed the Client and the Client takes into account that the Law Firm when providing its legal services to the Client is a personal data controller within the meaning of Article 4 (7) of the GDPR and determines the purpose and means of the processing of personal data for the provision of legal services, carries out processing, and is responsible for it.

6. Client's assistance and obligations

6.1 Assistance. The Client shall provide the Law Firm with all necessary assistance. The Client undertakes in particular to:

(i) provide the Law Firm with all available information and documents on the facts concerning the subject matter of the legal services rendered;

(ii) inform the Law Firm of all the facts and events concerning the subject matter of the legal services rendered, and particularly to inform the Law Firm of all verbal, written or personal communication with the counterparty or its representative or a public service authority or self-governing jurisdiction within one day of such communication occurring and to hand over to the Law Firm copies of all correspondence with this authority within the same period; the Client must mention on all correspondence the date of its delivery;

(iii) provide the Law Firm with all necessary documents at the disposal of the Client and related to the subject matter of the legal services rendered;

(iv) receive, diligently, correspondence addressed to the Client in relation to the subject matter of the legal services rendered;

(v) inform the Law Firm of each situation where the Client is threatened by any prejudice or damage and such situation is related to the legal services that the Law Firm provided or provides to the Client;

(vi) inform the Law Firm that the Client is, in the respective matter, represented by another attorney-at-law or tax advisor;

(vii) provide the Law Firm or its partners, affiliated (substitute) attorneys-at-law or tax advisors with all powers of attorney necessary to render the legal services,

(viii) provide the Law Firm with cooperation and assistance so that the Law Firm may perform its duties under Act No. 297/2008 Coll., on Protection Against the Legalization of Revenues from Criminal Activity and on Protection Against Financing Terrorism and on Amendment to Certain Acts, as amended, especially by identification and verification under the conditions provided by this act.

6.2 Information examination. The Law Firm is not obliged to check the truth or accuracy of the information presented as fact by the Client.

6.3 Accuracy and Authenticity of the Evidence. The Client confirms that it has been informed by the Law Firm of consequences resulting from section 344, subsection 1 of the Criminal Code of the Slovak Republic which provides: "*Whoever, in proceedings before the court or in criminal proceedings, a) presents evidence which they know to be counterfeit or altered, in order to use it as a genuine, b) counterfeits, alters or obstructs the evidence, or prevents the obtaining of evidence, c) obstructs or prevents the presence or testimony of a party to the criminal proceedings, participant to the court proceedings, or their representatives in the proceedings, witness, expert, interpreter or translator, or d) uses violence, threats of violence or the threat of another grievous harm, or promises, offers, or provides an illegal advantage to influence the judge, party to the criminal proceedings, participant to the court proceedings, witness, expert, interpreter, translator or the law enforcement authority, shall be punished by imprisonment*". The Client confirms that he/she/it is aware of the necessity to warn the Law Firm of any risk or possibility that the proof or evidence to be submitted might be objected to as forged, falsified or altered. Failing such warning by the Client, the Law Firm cannot be held liable for the material accuracy and authenticity of the proof or evidence that the Client requires to submit to court. The Client also acknowledges that if the Law Firm considers that the proof or evidence provided by the Client in order to be submitted to the court might be forged, falsified or altered or if there are doubts of its accuracy and authenticity, the Law Firm is entitled to refuse its submission to the court.

6.4 Duties related to measures against the legalization of revenues from criminal activity and the financing of terrorism under the legislation. The Client notes that if the Law Firm carries out monitored activities, it is obliged, if the conditions laid down by Act No. 297/2008 Coll., on Protection Against the Legalization of Revenues from Criminal Activity and on Protection Against Financing Terrorism and on Amendment to Certain Acts, as amended, are fulfilled, to fulfil respective obligations under the above-mentioned law. In this respect, the Law Firm is entitled to require, and the Client undertakes upon the request of the Law Firm to provide the Law Firm with, the information necessary for the identification and scrutiny of the Client, persons and entities representing the Client, Client's shareholder(s) as well as its (ultimate) beneficial owner(s), and fill in the respective Client Questionnaire.

6.5 Change in essential information related to measures against the legalization of revenues from criminal activity and the financing of terrorism under the legislation. If there is a change in the essential information provided by the Client under Act No. 297/2008 Coll., on Protection Against the Legalization of Revenues from Criminal Activity and on Protection Against Financing Terrorism and on Amendment to Certain Acts, as amended, the Client informs the Law Firm about such change without undue delay. This includes changes in international sanctions imposed on the Client, any member of the statutory body of the Client, or the (ultimate) beneficial owner(s) of the Client, and if the Client, any member of the statutory body of the Client, or the Client's (ultimate) beneficial owner(s) become a politically exposed person, and if the Client, any of the members of the Client's governing body, and the (ultimate) beneficial owner(s) are established in a high-risk third country or a transaction is connected with such country.

6.6 Sanctions. The Client explicitly declares that no sanctions imposed especially by the European Union, the United States of America or the United Nations apply to the subject of the legal services provided by the Law Firm to the Client and the activities related to the legal services provided by the Law Firm to the Client. The Client also explicitly declares that the Client, any member of its statutory body, its shareholders as well as its (ultimate) beneficial owners are not personally subject to any sanction imposed especially by the European Union, the United States of America or the United Nations. The Client undertakes upon the request of the Law Firm to provide the Law Firm with information on the identity of any member of its statutory body, its shareholder(s) as well as its (ultimate) beneficial owner(s) and fill in the respective Client Questionnaire submitted by the Law Firm. The Client also undertakes to provide the Law Firm upon its request with the same information about the Client's counterparty (counterparties). The Client must notify any change of the declaration in this Article to the Law Firm immediately and no later than seven (7) business days from the date on which the change occurred.

6.7 Non-hiring of cooperating persons of the Law Firm's Group. During the term of the Agreement and for 12 months after its termination, the Client undertakes neither (i) to actively seek to employ partner of the Law Firm, affiliated (substitute) attorney or tax advisor cooperating with the Law Firm or its Group, who participated on the provision of legal or tax services to the Client based on the Agreement (the "**Cooperating person**"), nor (ii) to conclude an agreement with a Cooperating person or any third party, based on which the Cooperating person would provide the Client directly or indirectly with legal, tax or similar services. If the Client breaches this obligation, it shall pay the Law Firm a penalty of EUR 200,000 and compensation for damage exceeding EUR 200,000.

7. Liability

7.1 Liability solely for a breach caused by a fault of the Law Firm. The Parties agree that the Law Firm is liable to the Client only for the damage incurred by the Client which was caused by the fault of the Law Firm (not due to conduct without fault).

7.2 Limitation of liability. The Parties have considered the possible consequences of any eventual breach or breaches of the Law Firm's obligations under the Agreement, GTC, or under legal

regulations and agree in this respect that the maximum amount of damages that may be sustained by the Client as a result of a breach or breaches of the Law Firm's obligations shall be limited to the amount paid out by the respective insurance company as a result of the professional liability insurance of the Law Firm. In the event the insurance company declines to pay the claim of the Client, the liability of the Law Firm shall be limited to the financial amount received by the Law Firm from the Client for the legal services claimed.

7.3 Actual damage, not lost profit. The Parties also agree that in the case of any breach of the Agreement, or GTC by one Party, the other Party shall be authorized to claim compensation only for the actual damage caused and not for lost profit (lost profit shall, for the purposes of the Agreement and GTC, mean loss of business opportunity, impossibility to use property, loss of production, etc.).

7.4 Exclusion of liability in the case of absence of assistance. The Parties also agree that the Law Firm shall not be held liable for any damage or prejudice, caused by the absence of the necessary and timely assistance of the Client, particularly as provided in Article 6 of the GTC.

7.5 Prevention of imminent damage. If the Client, according to these GTC, informs the Law Firm that it is threatened by any prejudice or damage in connection with the legal services provided, the Law Firm is obliged to take all efforts necessary to avert the imminent damage, (i) in pursuance of an instruction from the Client to provide the legal services and/or (ii) without such instruction, if such effort can be made without instruction and can be reasonably required by the Law Firm. In this connection, the Client declares that it will provide to the Law Firm all cooperation necessary to avert potential damage and upon consideration shall ask and authorize the Law Firm to represent the Client in any proceedings necessary to avert such damage. The Client agrees that the Law Firm is not responsible for damage, which could have been averted or which could have been decreased by the process in this Article, despite the fact that other conditions of the emergence of the obligation to pay damages by the Law Firm were otherwise fulfilled. Legal services provided in accordance with this provision in the course of averting imminent damage are included in the legal services under these GTC and they will be provided by the Law Firm under the conditions set out in these GTC.

8. Communication and other provisions

8.1 All substantial matters in writing. The Client undertakes to inform the Law Firm in writing of all substantial facts or important instructions; any substantial facts or instructions in a form other than in writing must be confirmed by the Client without undue delay after the Client is requested to do so by the Law Firm. Data sent by email are considered to be made in writing. If the Client does not receive a reply from the Law Firm to the Client's instruction by three days (3) from the day the Client sent the instruction, the Client cannot consider the instruction delivered to the Law Firm and must use a different communication method to contact the Law Firm.

8.2 Requirement of the instructions from the Client. If the Law Firm requires an opinion or instruction, and the Client does not reply within a reasonable time, the Law Firm shall take only urgent actions so that the Client does not suffer damage to its rights or legitimate interests.

8.3 Any notice given under the Agreement and GTC shall be in writing and shall be served by personal delivery (or by courier) or delivered by registered post or by email to the address of the relevant party indicated in the Agreement and in the case of email – to the email address of the relevant person set out in the Agreement. Any such notice shall be deemed to have been received:

(i) if delivered personally, by post or by courier, at the time of delivery. If the addressee refuses to accept the notification, it is considered delivered upon refusal. If the notification is returned to the sender due to failure of its delivery, it is considered delivered on the fifth (5^{th}) business day following its dispatch (in the case of delivery abroad – on the fifteenth (15^{th}) day following its dispatch);

(ii) in the case of email, the first business day following the dispatch of the email to the appropriate email address.

8.4 Client's seat in Law Firm's premises and handover of correspondence. If the Client's seat, or the company seat for which the Client acts as founder prior to foundation, is located in the premises of the Law Firm, unless agreed otherwise by other agreement, the Client may choose in what manner it shall receive correspondence delivered to the seat of the Law Firm and have it handed over by the members of the Law Firm. The Client shall decide that either: (i) a particular person designated by the Client shall regularly collect the correspondence from the seat of the Law Firm or (ii) all correspondence shall be sent by the Law Firm within two days of receipt to an address determined by the Client or (iii) all correspondence shall be opened by the Law Firm as part of the legal services provided to the Client, and the Law Firm shall inform the Client of the content of the correspondence, and in urgent cases the Law Firm shall take appropriate action. In cases (i) and (ii), the Law Firm shall not open the correspondence and shall not be responsible, neither to deal with the matters arising from the content of the correspondence nor for non-performance of any obligation arising from the moment of the delivery of the correspondence (obligations which in principle commence as a consequence of delivery to the Law Firm). The Law Firm shall keep a record of all correspondence delivered as a part of the legal services.

8.5 Electronic mail and associated risks. The Parties agree to communicate with each other, amongst other means, by electronic mail (email) without a guaranteed electronic signature. The Client is aware of the risks connected with this means of communication (and accepts them); these risks are particularly that electronic mail can contain harmful software (viruses, etc.) or may not be delivered to the recipient or may be delivered with a significant delay or may be blocked or filtered by the software used by the addressee which blocks unsolicited email (spam), and that ultimately a third party may intercept, read or modify the message during transfer, or the message may be forged by a third party. If the Client, during the terms of the Agreement, requires security for electronic mail (e.g., by using a guaranteed electronic signature or instruments of asymmetrical cryptography), the Law Firm shall comply with the request of the Client. If the Law Firm is not equipped with the means of security required by the Client, the Client shall reimburse the Law Firm for all expenses incurred in acquiring and operating the required means (e.g., payments to acquire or extend a licence for specific software).

8.6 The Client is obliged to notify the Law Firm immediately and not later than by seven (7) business days of any change in its Ultimate Beneficial Owner and/or controlling person of the Client.

9. Final provisions

9.1 In case of discrepancy between the Agreement and the GTC, the Agreement prevails.

9.2 The rights arising out of these GTC and the Agreement cannot be transferred without the express prior written consent of the other Party. The waiver of the right or debt, arising out of these GTC or the Agreement, is possible only on the basis of a written agreement by the Parties. Should any of the Parties not exercise its right or require performance under these GTC or the Agreement, it is not considered as a waiver of the right or debt.

9.3 Avoidance of Agreement. Except for the reasons of avoidance of agreement mentioned in Act No. 586/2003 Coll., on Advocacy, as amended, the Law Firm is entitled to terminate the Agreement with immediate effect upon the delivery of a notice of termination, if the Client is in default with the payment of any invoice issued by the Law Firm for more than 15 days after the invoice is due or the Client does not in a reasonable time pay the advance payment specified in Article 3.16, or if the Client does not provide the Law firm with the assistance necessary for due provision of legal services in particular as defined in Article 6 of these GTC.

9.4 The Law Firm is entitled to refuse the provision of legal services or to terminate the Agreement with immediate effect if the Client does not provide the confirmation mentioned in the last sentence of Article 5.7 hereof or information on the identity of its or its counterparty's (counterparties'), shareholder(s) and (ultimate) beneficial owner(s) according to Articles 6.4, 6.5 and 6.6 of these GTC.

9.5 Notice. Both Parties may terminate the Agreement upon written notice of termination without cause. The termination period is one (1) month and commences from the moment of delivery of the notice to the other Party.

9.6 Refusal to fulfil. If the Client is in default with the fulfilment of its obligations under these GTC and/or the Agreement, in particular should the Client be in default with the payment or with the reimbursement of costs or advance payments, the Law Firm is entitled to refuse to provide legal services until the Client fulfils these obligations. In particular, all outstanding amounts must be paid up. In such cases, the Law Firm shall take only urgent acts to prevent the Client from suffering damage to its rights or legitimate interests.

9.7 Governing law. These GTC and the Agreement are governed by the law of the Slovak Republic, in particular by Act No. 513/1991 Coll., the Commercial Code and Act No. 586/2003 Coll., on Advocacy, as amended.

9.8 Dispute resolution. All disputes, regardless of whether they arise under or in connection with these GTC or the Agreement or in connection with the provision of legal services on the basis of other arrangements between the Law Firm and the Client before the execution of the Agreement, shall be settled by the courts of the Slovak Republic. The court which has jurisdiction according to the location of the Law Firm's registered seat has jurisdiction to hear such disputes, except of the case when the Client has registered seat in Slovakia.

On 20 March 2026