

TERM FACILITY AGREEMENT

24 JUNE 2020

ČESKÁ EXPORTNÍ BANKA, A.S.
as Borrower

and

KOMERČNÍ BANKA, A.S.
as Bank



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THIS AGREEMENT is dated **24 June 2020** and made

BETWEEN:

- (1) **Česká exportní banka, a.s.**, a company incorporated in the Czech Republic, with its registered office at Praha 1, Vodičkova 34 č.p. 701, Post Code (PSČ) 111 21, Czech Republic, Registration No. (IČO) 630 78 333, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 3042 (the **Borrower**); and
- (2) **Komerční banka, a.s.**, a company incorporated in the Czech Republic, with its registered office at Praha 1, Na Příkopě 33 č.p. 969, Post Code (PSČ) 114 07, Czech Republic, Registration No. (IČO) 45 31 70 54, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 1360 (the **Bank**).

WHEREAS

- (A) The Bank and the Borrower have entered into the Term Facility Agreement dated 24 June 2020 (the "**Facility Agreement**") pursuant to which the the Bank has provided the Borrower with the term loan facility in an aggregate amount of [REDACTED], which shall be repaid in one instalment on the Utilisation Date (the "**Previous Loan**").
- (B) The Bank and the Borrower enters into this Agreement in order to provide the Borrower with the facility, which the Borrower intends to use for the repayment of the Previous Loan;

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In addition to the terms defined above, in this Agreement:

Act means Act No. 58/1995 Coll., of 14 March 1995 of the Czech Republic on the Insurance and Financing of Exports with State Support and on the Supplement to Act No. 166/1993 Coll., on the Supreme Audit Office, as amended from time to time.

Affiliate in relation to a person means a Subsidiary of that person, a Holding Company of that person or another Subsidiary of that Holding Company.

Agency means any ministry, agency, department or instrumentality of the Czech Republic or any other Czech Governmental entity and the Czech National Bank, which in each case owns, controls, holds or administers any International Monetary Assets.

Authorised Person means the General Director of the Borrower or any other person authorised to sign documents for or on behalf of the Borrower under this Agreement by virtue of either (a) an Extract for the Borrower from the Commercial Register maintained by the Municipal Court in Prague, a certified copy of which has been delivered to the Bank, or (b) a resolution of the board of directors of the Borrower, a certified copy of which has been delivered to the Bank. A person will cease to be an **Authorised Person** upon written notice by the Borrower to the Bank.

Available Facility means the Facility minus the aggregate amount of any outstanding Utilisation.

Availability Period means the period from and including the Commencement Date to and including (i) [REDACTED], or (ii) the day on which the Available Facility is reduced to zero, whichever of the dates occurs earlier

Borrowed Monies Indebtedness of any person means:

- (a) any indebtedness for or in connection with monies borrowed by that person;
- (b) any indebtedness (actual or contingent) under or in connection with any guarantee, bond, security, indemnity or other agreement in respect of any Borrowed Monies Indebtedness of any third party;
- (c) any indebtedness under or in connection with any acceptance credit;
- (d) any indebtedness under or in connection with any debenture, note, bill of exchange or commercial paper or similar instrument;
- (e) any payment obligations under or in connection with any finance lease;
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); and
- (h) any counter-indemnity obligation in respect of a guarantee, financial guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution.

Break Costs means the amount (if any) by which:

- (a) the interest (excluding the Margin) which the Bank should have received for the period from the date of receipt of all or any part of the Loan or Unpaid Sum to the last day of the current Interest Period in respect of the Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

- (b) the amount which the Bank would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the Relevant Interbank Market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in Prague, Czech Republic and in London, United Kingdom and, in relation to any date for payment or purchase of Dollars, also in New York City, USA.

Commencement Date means the date of publishing this Agreement in the Contracts Register pursuant to Act No. 340/2015 Coll., on the Contracts Register, as amended.

Czech Civil Code means Act of the Czech Republic no. 89/2012 Coll., the civil code, as amended.

Czech Koruna means the lawful currency of the Czech Republic.

Dollars and USD means the lawful currency of the United States of America.

EGAP means Exportní garanční a pojišťovací společnost, a.s., a company incorporated in the Czech Republic with its registered office at Praha 1, Vodičkova 34/701, Post Code (PSČ) 111 21, Czech Republic, Registration No. (IČ) 452 79 314, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 1619. The business name of Exportní garanční a pojišťovací společnost, a.s. in English is the **Export Guarantee and Insurance Corporation**.

Euro, EUR and € means the single currency of the Participating Member States.

Export Financing means the financing of export credits (either through direct credits or refinancing credits) on preferential terms compared to market conditions pursuant to the Act, and other activities of the Borrower permitted under the Act.

External Indebtedness means Borrowed Monies Indebtedness expressed in or payable or optionally payable in a currency other than the lawful currency of the Czech Republic.

Facility means the term loan facility in an aggregate maximum amount of [REDACTED] made available to the Borrower on the terms stipulated in this Agreement.

Guarantee means the guarantee of amounts due under this Agreement contained in Section 8 of the Act and governed by Czech law.

Guarantor means the Czech Republic.

Holding Company means, in respect of any person, any other person of which the person in question is a Subsidiary.

IFRS means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

Interest Payment Date means (a) each three (3) month anniversary of the Utilisation Date and (b) the Termination Date.

Interest Period means each period determined under this Agreement by reference to which interest on the Loan or an Unpaid Sum is calculated.

- (a) The first such period will start on the Utilisation Date and end on the nearest following Interest Payment Date; and
- (b) each subsequent period starting on the last day of the preceding Interest Period and ending on the nearest following Interest Payment Date or the Termination Date (whichever occurs earlier).

International Monetary Assets means all (a) official holdings of gold, (b) Special, Drawing Rights, (c) Reserve Positions in the Fund and (d) Foreign Exchange, which is owned or held by the Czech Republic, the Czech National Bank or any Czech monetary authority or national funding body. The capitalised terms have the meanings given to them in the publication of the International Monetary Fund (the IMF) entitled **International Financial Statistics** or such other meanings as shall be formally adopted by the IMF from time to time.

Interpolated Screen Rate means, in relation to LIBOR for the Loan, the rate (rounded to the same number of decimal places as the two relevant Screen Rates) which results from interpolating

on a linear basis using the method recommended by the International Swaps and Derivatives Association (ISDA) between:

- (a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period of that Loan; and
- (b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period of that Loan,

each as of 11:00am two Business Days before the first day of that period for Dollars.

LIBOR means in relation to the Loan denominated in Dollars:

- (a) the applicable Screen Rate;
- (b) if no Screen Rate is available for the Interest Period of the Loan, the Interpolated Screen Rate for the Loan; or
- (c) if no Screen Rate is available for the Interest Period of that Loan and it is not possible to calculate an Interpolated Screen Rate for the Loan, the Reference Bank Rate,

as of, in the case of paragraphs (a) and (c) above, 11:00am two Business Days before the first day of that period for Dollars for a period comparable to the Interest Period of the Loan and, if any such rate is less than zero, LIBOR will be deemed to be zero.

Loan means the loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

Margin means [REDACTED]

Participating Member State means a member state of the European Union that adopts or has adopted the Euro as its currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

Party means a party to this Agreement.

Potential Termination Event means an event or state of affairs which is mentioned in Clause 15.1 but which has not become a Termination Event because a time period has not passed, a notice has not been given or a determination has not been made.

Reference Bank Rate means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Bank at its request by the Reference Banks as the rate at which the relevant Reference Bank could borrow funds in the Relevant Interbank Market in Dollars and for the relevant period, were it to do so by asking for and then accepting interbank offers for deposits in reasonable market size in that currency and for that period.

Reference Banks means the principal London offices of such banks or financial institutions appointed as such by the Bank under this Agreement in consultation with the Borrower.

Relevant Indebtedness means any present or future Borrowed Monies Indebtedness in the form of, or represented by, bonds, notes, debentures, loan stock or other securities not denominated in the Czech Koruna which are for the time being or are intended to be, quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter or other securities market.

Relevant Interbank Market means the London interbank market.

Repayment Schedule means the repayment schedule set out in Schedule 3.

Sanctioned Person means any natural person or entity who is a designated target of Sanctions or is otherwise a subject of Sanctions (including without limitation as a result of being (a) owned or controlled directly or indirectly by any person which is a designated target of Sanctions, or (b) organised under the laws of, or a citizen or resident of, any country that is subject to general or country-wide Sanctions).

Sanctions means any economic or financial sanctions, trade embargoes or similar measures applicable to the Borrower enacted, administered or enforced by any of the following (or by any agency of any of the following):

- (a) the United Nations;
- (b) the United States of America; or
- (c) the European Union or any present or future member state of the European Union.

Screen Rate means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower.

Security means a mortgage, charge, pledge, lien or other security interest securing any debt of any person or any other agreement or arrangement having a similar effect.

Subsidiary means any company in which a parent company:

- (a) holds the majority of the voting rights in the company; or
- (b) is a member of the company and has the right to appoint or remove a majority of its board of directors; or
- (c) is a member of the company and controls, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it,

or which is a Subsidiary of a company which is itself a Subsidiary of that parent company.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of them).

Tax Credit means a credit against, relief or remission for, or repayment of any Tax.

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under this Agreement.

Tax Payment means an increase in a payment made by the Borrower to the Bank under Clause 10.5 (Tax gross up).

Termination Date means [REDACTED]

Termination Event has the meaning described in Clause 15.1.

Unpaid Sum means any sum (other than interest) due and payable but unpaid by the Borrower under this Agreement.

Utilisation means the utilisation of the Facility.

Utilisation Date means the date of the Utilisation, being the date on which the Loan is to be made.

Utilisation Request means a notice substantially in the form set out in Schedule 2 (Utilisation Request).

VAT means value added tax as provided for in the Value Added Tax Act No. 235/2004 Coll., as amended, and any other tax of a similar nature levied under the laws of any relevant jurisdiction.

1.2 Interpretation of certain references

In this Agreement, unless the contrary appears, a reference to:

- (a) Clauses and Schedules are to Clauses of, and the Schedules to, this Agreement. References to paragraphs are to paragraphs in the same Clause. References to Clauses are to Clauses in the same paragraph;
- (b) other documents include those documents as they may be amended in the future;
- (c) times are to Central European time;
- (d) assets are to present and future assets and include revenues;
- (e) a provision of law or an Act is a reference to that provision or Act as amended or re-amended;
- (f) **authorisation** includes an authorisation, consent, approval, permit, resolution, license, exemption, filing, registration or notarisation;
- (g) a **person** includes any person, company, partnership, association, government, state, agency or other entity;
- (h) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (i) a Potential Termination Event (other than a Termination Event) is **continuing** if it has not been remedied or waived and a Termination Event is **continuing** if it has not been remedied or waived; and
- (j) words imparting the singular include the plural and vice versa.

1.3 Headings

All headings and titles in this Agreement are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.4 Reimbursements

If the Bank wishes to claim reimbursement of any amount to which it is entitled under this Agreement it will deliver a certificate to the Borrower demanding reimbursement. This certificate will set out the calculation of the losses, expenses or other amounts to be reimbursed and the currency of reimbursement (which shall always be Dollars using the then current exchange rate of the Bank unless this Agreement specifies a different currency or as otherwise agreed). Unless the relevant clause provides for a longer period, the Borrower agrees to pay those amounts to the Bank no later than 3 (three) Business Days after the delivery of the certificate to the Borrower unless such losses, expenses or other amounts were caused by wilful misconduct or gross negligence of the Bank. After the occurrence of a Termination Event, the Borrower agrees that any and all payments shall, instead, be made on demand.

2. THE FACILITY

2.1 Amount and nature

Subject to the terms of this Agreement, the Bank makes available to the Borrower a term loan facility in an aggregate maximum amount of [REDACTED]

2.2 Purpose

The Borrower shall apply all amounts borrowed by it under the Facility to the repayment of the Previous Loan (as defined above) and towards its general corporate purposes, specifically to engage in Export Financing as contemplated by the Act and the statutes of the Borrower.

2.3 Monitoring

The Bank is not bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

2.4 Guarantee

All amounts due under this Agreement are unconditionally and irrevocably guaranteed by the Guarantor pursuant to the Guarantee.

3. FEES AND EXPENSES

3.1 Documentary taxes

This Clause 3.1 applies if any registration fee, stamp duty or other documentary tax is required to be paid on or in connection with this Agreement, any document referred to in or contemplated by this Agreement or any judgment obtained in connection with this Agreement. It also applies if a fee, duty or tax is payable in order for any of such documents to be legally valid, binding and enforceable or for such documents to be admitted as evidence in court. In these circumstances the Borrower agrees to pay the fee, duty or tax together with any interest or penalty for late payment. Alternatively, the Bank may make the payment. If it does so, the Borrower agrees to reimburse the Bank for the amount paid and the losses and expenses incurred as a result of the payment.

3.2 Protection of rights

The Bank may incur expenses in protecting, preserving or enforcing its rights under this Agreement. The Borrower agrees to reimburse the Bank for the amount of these expenses which are properly incurred at the request of the Borrower or where the Bank reasonably believes that its rights under this Agreement require protection, preservation or enforcement. Other than in

relation to a Termination Event or Potential Termination Event (in respect of which no such notification will be necessary), if and whenever the Bank reasonably believes that its rights under this Agreement may require protection, preservation or enforcement and that it will incur material expenses in connection with such protection, preservation or enforcement, it will notify the Borrower in advance of the nature of its proposed actions and give the Borrower a reasonable opportunity to make representations in relation to those actions.

3.3 Value added tax

- (a) All amounts set out, or expressed to be payable under this Agreement by the Borrower to the Bank which (in whole or in part) constitute the consideration for VAT purposes shall be deemed to be exclusive of any VAT which is chargeable on such supply, and accordingly, subject to paragraph (b) below, if VAT is chargeable on any supply made by the Bank to the Borrower under this Agreement, the Borrower shall pay to the Bank (in addition to and at the same time as paying the consideration) an amount equal to the amount of the VAT (and the Bank shall promptly provide an appropriate VAT invoice to the Borrower).
- (b) Where this Agreement requires the Borrower to reimburse or indemnify the Bank for any costs or expenses, the Borrower shall also at the same time pay and indemnify the Bank against all VAT incurred by the Bank in respect of the costs or expenses to the extent that the Bank reasonably determines that neither it nor any other member of any group of which it is a member for VAT purposes is entitled to credit or repayment from the relevant tax authority in respect of the VAT.

3.4 Commitment Fee

- (a) The Borrower shall pay to the Bank a fee in USD computed at the rate of [REDACTED] on the Loan for the period between the Commencement Date and the Utilisation Date.
- (b) The accrued commitment fee is payable on the last day of the Availability Period.

4. CONDITIONS OF UTILISATION

4.1 Initial conditions precedent

The Borrower may not deliver the Utilisation Request unless the Bank has received all of the documents and other evidence listed in Schedule 1 (Conditions Precedent) in form and substance satisfactory to the Bank.

4.2 Further conditions precedent

The Bank will only be obliged to make the Loan available to the Borrower if on the date of the Utilisation Request and on the proposed Utilisation Date:

- (a) no Potential Termination Event or Termination Event is continuing or would result from the proposed Loan; and
- (b) the representations in Clause 12.1 (as supplemented by Clause 12.2) are true in all material respects.

5. UTILISATION

5.1 Delivery of a Utilisation Request

The Borrower may utilise the Facility by delivery to the Bank of a duly completed Utilisation Request not later than 11am two (2) Business Days before the proposed Utilisation Date.

5.2 Completion of the Utilisation Request

- (a) The Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
 - (i) the proposed Utilisation Date is a Business Day within the Availability Period;
 - (ii) the currency and amount of the Utilisation comply with Clause 5.3;
 - (iii) the representations in Clause 12.1 (as supplemented by Clause 12.2) are true on the Utilisation Date in all material respects; and
 - (iv) no Termination Event or Potential Termination Event is outstanding on the Utilisation Date or would result from the making of the Loan.
- (b) Only one Loan may be requested in the Utilisation Request and only one Utilisation Request may be delivered under this Agreement.

5.3 Currency and amount

- (a) The currency specified in the Utilisation Request must be Dollars.
- (b) The amount of the proposed Loan must be [REDACTED] or the amount of undrawn Facility (whichever amount is lower) or the amount agreed by the Borrower and the Bank.

5.4 Making of the Loan

If the conditions set out in this Agreement have been met, the Bank shall make the requested Loan to the Borrower on the Utilisation Date.

5.5 Automatic cancellation of Facility

- (a) The portion of the Facility which, at the time of utilisation of the Loan, is unutilised shall be immediately cancelled.
- (b) The Borrower may not borrow any part of the Facility which has been cancelled.

5.6 Consequences of the Loan not being made

- (a) This Clause 5.6 does not apply to the Bank if the Loan or any part of it is not made by reason of a default or gross negligence of the Bank.
- (b) If the Utilisation Request is delivered but the Loan is not made, the Bank may incur losses and expenses as a result. The losses and expenses may include those incurred in liquidating or otherwise utilising amounts borrowed by the Bank to fund the Loan. They may also include the losses and expenses incurred in terminating commitments relating to the funding or incurred in hedging open positions resulting from the Loan not being made. The Borrower agrees to reimburse the Bank for the amount of these losses and

expenses but, for the avoidance of doubt, they shall exclude loss of profit on such Loan relating to the period after the date when the Loan was to have been made.

6. INTEREST

6.1 Calculation of interest

The rate of interest on the Loan for each Interest Period is the aggregate of the applicable:

- (a) Margin; and
- (b) LIBOR.

6.2 Payment of interest

- (a) The Borrower shall pay accrued interest on the Loan on each Interest Payment Date.
- (b) If an Interest Payment Date would otherwise be on a day which is not a Business Day, the Interest Payment Date will instead be on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

6.3 Default interest

If the Borrower fails to pay any amount payable by it under this Agreement on its due date, interest shall accrue on the overdue amount (except accessories of the principal of that amount) from the due date up to the date of actual payment (both before and after judgment) at a rate which is [REDACTED]

[REDACTED], during the period of non-payment, constituted the Loan in the currency of the overdue amount. Any interest accruing under Clause 6.2(a) shall be immediately payable by the Borrower on demand by the Bank.

6.4 Compensation of damage

In accordance with Section 1971 of the Czech Civil Code, if the Borrower fails to make a payment to the Bank under this Agreement on the due date the Borrower agrees to reimburse the Bank for the direct damage that the Bank has suffered as a result of the occurrence of such failure but only if such damage is not covered by default interest.

6.5 Day count convention

Any interest, commission or fee accruing under this Agreement will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days.

6.6 No overrunning the Termination Date

If an Interest Period would otherwise end after the Termination Date, it will be shortened so that it ends on the Termination Date.

6.7 Notification of rates of interest and Interest Period

- (a) The Bank must notify the Borrower promptly of the determination of a rate of interest under this Agreement.
- (b) The Bank must notify the Borrower of the duration of each Interest Period promptly after ascertaining it.

7. CHANGES TO THE CALCULATION OF INTEREST

7.1 Market disruption

If the Bank determines that adequate and fair means do not exist for ascertaining LIBOR for the Loan for any Interest Period, it must promptly notify the Borrower and Clause 7.2 (Cost of funds) will apply to the Loan for the relevant Interest Period.

7.2 Cost of funds

- (a) If this Clause 7.2 (Cost of funds) applies, the rate of interest on the Loan for the relevant Interest Period will be the percentage rate per annum which is the sum of:
 - (i) the Margin; and
 - (ii) the rate notified to the Borrower by the Bank as soon as practicable, and in any event before interest is due to be paid in respect of that Interest Period, to be that which expresses as a percentage rate per annum the cost to the Bank of funding that Loan from whatever source it may reasonably select.
- (b) If this Clause 7.2 (Cost of funds) applies and the Bank or the Borrower so requires, the Bank and the Borrower must enter into negotiations (for a period of not more than 30 days) with a view to agreeing a substitute basis for determining the rate of interest and/or cost of funding for the affected Loan.
- (c) Any alternative basis agreed pursuant to paragraph (b) above will be binding on each Party.

7.3 Break Costs

- (a) The Borrower shall, within three (3) Business Days of demand by the Bank, pay to the Bank its Break Costs attributable to all or any part of the Loan being paid by the Borrower on a day other than the last day of an applicable Interest Period.
- (b) The Bank must, as soon as reasonably practicable after a request by the Borrower, provide a certificate confirming the amount of any Break Costs it claims.

8. REPAYMENT

The Borrower shall repay the Loan in [REDACTED]
[REDACTED]

9. VOLUNTARY PREPAYMENT

- (a) The Borrower may, if it gives the Bank not less than ten (10) Business Days' (or such shorter period as the Bank may agree) notice, prepay in whole or in part of the Loan at any time.
- (b) A prepayment of part of the Loan must be in a minimum amount of [REDACTED]
[REDACTED]
- (c) Amounts repaid or prepaid under this Agreement may not be re-borrowed.
- (d) If in case of the voluntary prepayment under this provision, the amount of prepayment of part of the Loan exceeds the amount of the instalment and if the instalment of the Loan (or the difference between the amount of the instalment of the Loan and the amount of

prepayment by the Borrower) is at least equal to the amount of the last instalment of the Loan, the Bank shall notify the Borrower of the new amount of instalments of the Loan and the new repayment schedule without undue delay.

10. CHANGES OF CIRCUMSTANCES

10.1 Illegality

(a) Notice

The Bank agrees to notify the Borrower as soon as reasonably practicable if, by reason of any change in applicable law, or in the interpretation or application thereof, it will be acting illegally in relation to the Facility. The illegality must relate to the performance of its obligations under this Agreement, the maintenance of the Facility or its related funding arrangements.

(b) Cancellation and prepayment

If the Bank delivers a notice of illegality, the Facility will be cancelled on the date of that notice (which must be no earlier than the last day of any applicable grace period permitted by law). If it certifies that, because of a legal requirement applicable to it, the Loan or part thereof must be repaid before the Termination Date, the Borrower agrees to repay that amount on:

- (i) the last day of the Interest Period of the Loan which is current on the date of the Bank's notice to the Borrower, or
- (ii) if earlier, the date specified in that notice (which must be no earlier than the last day of any applicable grace period permitted by law).

10.2 Mandatory prepayment - Sanctions

(A) If due to any Sanctions it becomes unlawful in any applicable jurisdiction for the Bank to perform any of its obligations as contemplated by this Agreement or to fund or issue any Utilisation or (B) the Borrower is or becomes a Sanctioned Person, then:

- (a) the Bank shall (or, in the case of (B) above, may) promptly notify the Borrower upon becoming aware of the occurrence of such an event;
- (b) upon the Bank notifying the Borrower (or, in the case of (B) above, if the Bank so specifies in its notice or any subsequent notice), the available commitment of the Bank will be immediately cancelled; and
- (c) the Borrower shall (in the case of (B) above, if the Bank so specifies in its notice or any subsequent notice) repay the amounts owing under this Agreement on the date specified by the Bank in its notice.

10.3 Restrictions

- (a) Any notice of cancellation or prepayment given by any Party under this Agreement shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.
- (b) The Borrower shall not repay or prepay all or any part of the Loan except at the times and in the manner expressly provided for in this Agreement.

- (c) No amount of the Facility cancelled under this Agreement may be subsequently reinstated.
- (d) Any prepayment under this Agreement must be made together with accrued interest on the amount prepaid and, subject to any Break Costs (which will be reimbursed to the Bank as contemplated in Clause 7.3 (Break Costs)), without premium or penalty.

10.4 Increased Costs

(a) Types of increased costs

This paragraph applies where all of (i), (ii) and (iii) are true:

(i) Either:

- (A) after the Commencement Date there is a change in a legal or other requirement applicable to the Bank or its Holding Company or a change in its interpretation or application; or
- (B) after the Commencement Date the Bank or its Holding Company complies with any law or regulation made after the date of this Agreement.

(ii) As a result, any of the following occurs:

- (A) the Bank or its Holding Company incurs an additional or increased expense;
- (B) the Bank's or its Holding Company's effective return from the Facility or on its overall capital is reduced; or
- (C) any amount payable under this Agreement to the Bank or its Holding Company is reduced.

Notwithstanding to anything to the contrary set out in this Clause 10.4 (Increased Costs), no account will be taken of:

- I. any Tax Deduction required by law to be made by the Borrower,
- II. any tax on the overall net income, or franchise or similar taxes calculated by reference to net income of the Holding Company of the Bank or the Bank, in the country in which it has its principal office or the office through which it is acting for the purposes of this Agreement,
- III. any increased costs attributable to the wilful breach or gross negligence by the Bank or any of its Holding Companies of any law or regulation.

(iii) The losses, reductions and expenses arising as a result are material and are wholly or partly attributable to the Facility, the Bank having entered into this Agreement or the arrangements made by the Bank in connection with the Facility.

(b) Notice

- (i) The Bank agrees promptly to notify the Borrower if it becomes aware that this paragraph applies.

- (ii) If the Bank intends to make a claim for any increased costs under this Clause 10.3 (Increased Costs) it must notify the Borrower of the circumstances giving rise to and the amount of the claim.

- (c) **Payment of additional amounts**

The Borrower agrees to reimburse the Bank for the losses, reductions and expenses described in paragraph (a)(ii) to the extent that they are attributable to the Facility.

- (d) **Prepayment**

If the Bank delivers a notice of increased costs under this Clause 10.3 (Increased Costs), the Borrower may deliver a notice of prepayment to the Bank. The Borrower agrees to repay the Loan to the Bank three (3) Business Days after the Bank receives this notice or on such later date specified in such notice. Clause 10.3 (d) shall apply to this prepayment.

10.5 Tax gross up

- (a) **Withholdings and deductions**

This Clause 10.5 applies if the Borrower is required by law to make a payment under this Agreement net of a Tax Deduction.

- (b) **Notice**

The Borrower agrees to notify the Bank if it becomes aware that this paragraph applies. The Bank must notify the Borrower on becoming so aware in respect of a payment payable to it.

- (c) **Grossing up**

If a Tax Deduction is required by law to be made by the Borrower, the amount of the payment due from the Borrower must be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

- (d) **Payment of tax**

If the Borrower is required to make a Tax Deduction, the Borrower will pay to the appropriate taxing authority all amounts withheld or deducted.

- (e) **Prepayment**

If the Borrower delivers a notice of withholding or deduction, the Borrower may deliver a notice of prepayment to the Bank. This notice may relate to any part of the Loans which is subject (or the interest on which is subject) to the Tax Deduction. The Borrower agrees to prepay the Loan (or the part thereof which is affected) within three (3) Business Days after the Bank receives this notice or on such a later date specified in such notice.

- (f) **Documents**

The Borrower and the Bank undertake to provide each other and any relevant authority with whatever documentation or other assistance is reasonably required in order to ensure that the Borrower can pay amounts due under this Agreement without any withholding or deduction required by law. The Borrower shall specify in writing to the Bank a list of those documents required by the Borrower for this purpose promptly.

(g) **Tax Credit**

If the Borrower makes a Tax Payment and the Bank determines that:

- (i) a Tax Credit is attributable to:
 - (A) an increased payment of which that Tax Payment forms part;
 - (B) that Tax Payment; or
 - (C) a Tax Deduction in consequence of which that Tax Payment was required; and
- (ii) it has obtained and utilised that Tax Credit,

the Bank must pay an amount to the Borrower which the Bank determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Borrower.

10.6 Mitigation

- (a) The Bank must, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in the Facility ceasing to be available or any amount becoming payable under or pursuant to, or being cancelled pursuant to, this Clause 10.
- (b) The Bank will not be obliged to do anything which in its opinion would or might have an adverse effect on it.
- (c) This paragraph does not affect the obligations of the Borrower under this Agreement.

11. PAYMENTS

11.1 Payments to the Bank

- (a) On each date on which this Agreement requires an amount to be paid by the Borrower, the Borrower shall make the same available to the Bank for value on the due date and, by 11am, London time to the account of the Bank with [REDACTED]. The Borrower shall notify the Bank two (2) Business Days prior to the payment about the payment details by email to [REDACTED] and [REDACTED] (or to such other email address or addresses as the Bank may notify to the Borrower in writing from time to time).
- (b) A repayment of the Loan or Unpaid Sum or a part of the Loan or Unpaid Sum shall be made in the currency in which the Loan or Unpaid Sum is denominated on its due date.
- (c) Each payment of interest shall be made in Dollars.
- (d) Each payment in respect of costs, expenses or taxes shall be made in the currency in which the costs, expenses or taxes are incurred.

11.2 Payments to the Borrower

The proceeds of the Loan utilised in the amount of [REDACTED] equal to the amount of the Previous Loan to be repaid under this Agreement, shall be paid to the bank account [REDACTED]. The proceeds of the Loan utilised in the amount

exceeding the amount of the Previous Loan shall be paid to the Dollar nostro account of the Borrower with [REDACTED]

11.3 Alternative Payment Arrangements

If, at any time, it shall become impracticable (by reason of any action of any governmental authority or any change in law or any similar event) for the Borrower to make any payments in the manner specified in Clause 11.1, then the Borrower may agree with the Bank alternative arrangements for such payments to be made, **provided that**, in the absence of any such agreement, the Borrower shall be obliged to make all payments due to the Bank in the manner specified herein.

11.4 Other Payments

Each payment to be made by the Borrower in currency other than Dollars will be made to an account of the Bank, the details of which the Bank shall specify in writing to the Borrower at least five (5) Business Days before the payment is due.

11.5 Change of Account

The Bank may change its receiving account by not less than five (5) Business Days' notice to the Borrower.

11.6 Non-Business Days

If a payment would be due on a non-Business Day the payment obligation will be deferred until the next Business Day. Interest shall not be adjusted for any such deferral.

11.7 Payment in Full

All payments by the Borrower will be made in full and without set off or counterclaim. No payment will be made net of a withholding or deduction for or on account of tax, unless this is required by law. In this event Clause 10.5 (Tax gross up) applies.

11.8 Set-off

If the Borrower owes any due and payable receivables to the Bank under this Agreement, the Bank may set off that obligation against any moneys owed by it to the Borrower. The receivables owed by the Bank may be in a different currency, arise on a separate transaction or involve another branch. Where amounts are in different currencies the Bank may convert amounts into the same currency using the then current market rate of exchange applied in its usual course of business. If the Bank sets off an obligation under this Agreement it agrees promptly to notify the Borrower. The notice will provide details of the amount set off.

11.9 Appropriation of Payments

- (a) Where the Bank has received insufficient funds to discharge all the amounts then due and payable by the Borrower under this Agreement, the Bank shall apply those funds towards the obligations of the Borrower under this Agreement in the following order:
 - (i) **first**, in or towards payment pro rata of any unpaid costs, fees and expenses of the Bank under this Agreement;
 - (ii) **secondly**, in or towards payment pro rata of any default interest due but unpaid under this Agreement;

- (iii) **thirdly**, in or towards payment pro rata of any accrued (but not capitalised) interest due but unpaid under this Agreement;
- (iv) **fourthly**, in or towards payment pro rata of any principal (including capitalised interest) due but unpaid under this Agreement; and
- (v) **fifthly**, in or towards payment pro rata of any other sum due but unpaid under this Agreement.
- (b) The Bank may vary the order set out in sub paragraphs (a)(ii) to (v) above. The Bank will notify the Borrower of such varied order without undue delay.
- (c) Paragraphs (a) and (b) above shall override any appropriation made by the Borrower.

12. REPRESENTATIONS AND WARRANTIES

12.1 Initial representations

The Borrower confirms that on the Commencement Date each of the following is true:

(a) **Nature of Borrower**

The Borrower is a company duly incorporated and validly existing under the laws of the Czech Republic.

(b) **Powers of Borrower**

The Borrower has the power to own its assets and has the power to conduct its business as it is now being conducted. It also has the power to sign and deliver this Agreement and to exercise its rights and perform its obligations under this Agreement.

(c) **Authorisations**

The signature and delivery of this Agreement on behalf of the Borrower and the exercise of the Borrower's rights and the performance of its obligations under this Agreement have been duly authorised and the Ministry of Finance of the Czech Republic has granted its consent to the borrowings under this Agreement.

(d) **Binding obligations**

This Agreement has been duly signed and delivered by the Borrower. The obligations of the Borrower described in this Agreement are legal, valid and binding obligations of the Borrower in accordance with their terms and enforceable against it, except that the enforceability of such obligations may be limited by (i) bankruptcy, insolvency, reorganisation, moratorium or other similar laws affecting creditors' rights generally and (ii) general principles of law including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing.

(e) **Ranking of obligations**

The obligations of the Borrower under this Agreement rank at least *pari passu* with all its other present and future unsecured and unsubordinated obligations, except for certain categories of the Borrower's obligations which are preferred by virtue of mandatory provisions of law (and which will be ignored for purposes hereof).

(f) **Legality and contraventions**

The signature and delivery of this Agreement on behalf of the Borrower and its exercise of rights and performance of obligations under this Agreement:

- (i) are not prohibited by law or order or by the Articles of Association of the Borrower;
- (ii) do not require any approval, filing, or exemption except for the approval of the Ministry of Finance of the Czech Republic; and
- (iii) are not prohibited by, and do not constitute an event of default under, and do not result in an obligation to create Security under, any document or arrangement to which the Borrower is a party or which is binding on it or any of its assets to the extent this would be materially adverse in the context of the financing contemplated under this Agreement.

(g) Correctness of information

All information supplied and to be supplied on behalf of the Borrower in writing to the Bank is and will be true and not misleading in any material respect as of the date supplied. At the Commencement Date, all information relating to the Borrower supplied to the Bank by the Borrower in writing in respect of itself, its business, liabilities and its assets is true, accurate and complete (taken as a whole), and not misleading in any material respect.

(h) Stamp Duty

At the Commencement Date, no stamp, registration or similar tax is payable, and no filing or registration is required, in the Czech Republic in connection with the execution, performance or enforcement of this Agreement.

(i) No Termination Event

No Termination Event or Potential Termination Event has occurred and none will occur as a result of the exercise of the Borrower's rights or the performance of its obligations under this Agreement.

(j) Litigation

The Borrower is not involved in any current or pending court or arbitration proceedings that, if determined adversely to the Borrower, would have a material adverse effect on the Borrower's ability to perform its obligations under this Agreement. The Borrower is not aware that any proceedings of this kind are being threatened by any other person.

(k) Accounts

The audited profit and loss accounts of the Borrower for the year ended 31 December 2019 and the audited balance sheet of the Borrower as at that date give a true and fair view of the results of the Borrower's operations and the financial position of the Borrower. These accounts and balance sheets were prepared in accordance with IFRS consistently applied except to the extent that the accompanying notes provide a description of a different treatment.

(l) No Immunity

The Borrower and its assets do not have any immunity, for any reason, from any proceedings, jurisdiction or the giving of any type of relief or any process to enforce the

obligations of the Borrower under this Agreement. If the Borrower or any of its assets may have or become entitled to any immunity, the Borrower has effectively waived that immunity and consented to any type of relief or remedy as provided in Clause 24.3.

(m) **Guarantee and *pari passu* ranking**

To the best of the Borrower's knowledge, all steps have been taken and all consents have been obtained to ensure that the Guarantee is a legal, valid and binding obligation of the Czech Republic to guarantee the performance by the Borrower of all its payment obligations under this Agreement.

(n) **Sanctions**

- (i) None of (A) the execution and delivery of this Agreement or (B) the Borrower's use of the proceeds of the Loan will conflict with, or result in a breach or violation of, the Sanctions by any of the Parties.
- (ii) No part of the proceeds of the Loan will be, directly or, knowingly, indirectly, used to fund any activities or business of or with any individual or entity or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions.
- (iii) None of the Borrower nor, to the best of its knowledge, any director, officer, agent, employee or Affiliate of the Borrower has been designated a Sanctioned Person.

(o) **Material adverse change**

There has been no adverse change in the financial condition or business of the Borrower since 31 December 2019, which could have a material adverse effect on the Borrower's ability to perform its obligations under this Agreement.

(p) **Special relationship**

The Borrower is not an entity with a special relationship to the Bank pursuant to Section 19 of Act No. 21/1992 Coll., on banks, as amended.

12.2 Repetition

The representations and warranties in Clause 12.1 will be deemed repeated by the Borrower on the Utilisation Date.

12.3 Representations

Each of the representations and warranties made under this Agreement is and shall be truthful and complete in all material respects as of the time it has been made or it has been deemed to be repeated.

13. COVENANTS CONCERNING DELIVERY OF INFORMATION

13.1 Periodic reports

The Borrower agrees to deliver each of the following to the Bank as soon as they become available and, in any event, by the latest date indicated:

Document/Information	Latest date
Annual audited accounts	one hundred and twenty (120) days after the end of the Borrower's financial year
Half year accounts	sixty (60) days after the end of the first half of the Borrower's financial year

In each case the Borrower agrees to deliver sufficient copies as the Bank shall reasonably require.

13.2 Form of financial statements

The Borrower confirms and agrees that all financial statements to which paragraph (k) of Clause 12.1 and Clause 13.1 apply have been or will be prepared in accordance with the laws of the Czech Republic and IFRS consistently applied (provided however, that such unaudited financial statements may be subject to normal year end adjustments and need not be prepared in accordance with IFRS) and that the audited financial statements have been or will be audited by a recognised international firm of auditors.

13.3 Requests

The Bank may reasonably request the Borrower to deliver to it information about the Borrower, its assets and its business. The Borrower agrees to deliver promptly all such information reasonably requested to the Bank.

13.4 Termination Events

The Borrower agrees to notify the Bank promptly on becoming aware of the occurrence of a Termination Event or Potential Termination Event.

13.5 Litigation

The Borrower agrees to notify the Bank as soon as it becomes aware that any proceedings of the kind described in paragraph (j) of Clause 12.1 are being threatened by any other person.

13.6 Change in Authorised Persons

The Borrower agrees to notify the Bank promptly of any change in the Authorised Persons of the Borrower and to provide to the Bank particulars of such change and a certified copy of the specimen signature of each new Authorised Person.

14. GENERAL COVENANTS

14.1 Covenants

The Borrower agrees as follows:

(a) Negative pledge

The Borrower will not create or permit to arise or subsist any Security upon the whole or any part of its assets or revenues, present or future, to secure any Relevant Indebtedness or any guarantee or indemnity in respect of such indebtedness unless, at the same time or prior thereto, the Borrower's obligations under this Agreement are secured equally and rateably therewith.

(b) **Carry on business**

The Borrower will carry on its business of providing Export Financing as contemplated by the Act. This business will be conducted in accordance with the Act and any other applicable law.

14.2 Duration of covenants

The obligation of the Borrower under this Clause 14 and Clause 13 will cease to have effect when the Facility has ceased to be available and there are no amounts outstanding under the Facility.

15. TERMINATION EVENTS

15.1 Termination Events

Each of the following is a Termination Event:

(a) **Non-payment**

Default by the Borrower in the payment of any principal or interest due for payment on its due date under this Agreement. This will not be a Termination Event if such non-payment is remedied by the Borrower within 5 days.

(b) **Other defaults**

The Borrower commits any other breach of or omits to observe any other of the obligations imposed on it by this Agreement and such breach or omission (if capable of remedy) continues for more than thirty (30) days after the date on which the Bank has given notice to the Borrower of such breach.

(c) **Non-payment of Borrowed Monies Indebtedness**

Any Borrowed Monies Indebtedness of the Borrower of any amount in excess of in aggregate [REDACTED], or its equivalent in any other currency or currencies, is not paid or repaid on its due date or within any applicable grace period or becomes due, or capable of being declared due, early by reason of an event of default (howsoever described).

(d) **Non-payment of External Indebtedness**

Any External Indebtedness of the Czech Republic, Česká národní banka (Czech National Bank) or any Agency of any amount in excess of in aggregate [REDACTED], or its equivalent in any other currency or currencies is not paid or repaid on its due date or within any applicable grace period or becomes due, or is declared due, early by reason of an event of default (howsoever described).

(e) **Insolvency and reorganisation**

Any procedure is commenced with a view to the winding-up, liquidation, dissolution or reorganisation (other than a solvent re-organisation) of the Borrower or with a view to the appointment of an administrator, trustee or similar official in relation to the Borrower or any material part of the assets of the Borrower and is not discharged within forty-five (45) days.

(f) **Receivers**

A receiver, bankruptcy administrator, liquidator or similar officer is appointed in relation to the Borrower or any material part of its assets and this appointment is not discharged within forty-five (45) days.

(g) **Enforcement of security**

The holder of any Security over any assets of the Borrower, being entitled, takes any step to enforce that Security which could have material adverse effect on the Borrower's ability to meet its obligations under this Agreement.

(h) **Attachment or distress**

Any asset of the Borrower is subject to attachment, sequestration or the execution of distress which could have a material adverse effect on the Borrower's ability to meet its obligations under this Agreement and which is not discharged or stayed within 45 days.

(i) **Inability to pay debts**

The Borrower, the Czech Republic, Česká národní banka (Czech National Bank) or any Agency is unable to pay its debts as they fall due or admits its inability to pay its debts as and when they fall due or, by reason of actual or anticipated financial difficulties, seeks a composition or arrangement with its creditors (excluding the Bank) or any class of them.

(j) **Material adverse change**

There is or has been an adverse change in the financial condition or business of the Borrower since 31 December 2019, which could have a material adverse effect on the Borrower's ability to perform its obligations under this Agreement.

(k) **Untrue representations**

Any statement made or deemed to be made by the Borrower in Clause 12 or in any document delivered by the Borrower in connection with the Facility is untrue or misleading in any material respect when that statement is made or deemed to be made.

(l) **Unlawfulness**

It becomes unlawful for the Borrower to perform all or any of its obligations under this Agreement or this Agreement or any of its provisions at any time for any reason cease to be in full force and effect or are declared to be void or illegal or are repudiated or the legality, validity, priority, admissibility in evidence or enforceability of this Agreement or of any part of it are at any time contested by the Borrower.

(m) **Cessation or change of business**

The Borrower ceases to carry on or substantially changes its business.

(n) **Moratorium**

A moratorium is declared, or payments are suspended, on or in respect of any External Indebtedness of the Czech Republic, Česká národní banka (Czech National Bank) or any Agency.

(o) **IMF**

The Czech Republic ceases to be a member in good standing of the International Monetary Fund.

(p) **Guarantee**

The Guarantee or any of its provisions at any time for any reason ceases to be, or is claimed by the Guarantor not to be, in full force and effect or is declared (with a final effect) by the relevant competent authority to be null and void.

(q) **Change of ownership**

The Czech Republic ceases to hold, directly or indirectly, at least 2/3 of the issued share capital (or equivalent) of the Borrower which carries the right to vote.

15.2 Consequences of a Termination Event

If a Termination Event occurs the Bank may by notice to the Borrower:

- (a) cancel the Facility; or
- (b) demand immediate repayment of the Loan or any part thereof,

or both. In the case of cancellation, the Bank will be under no obligation to make the Loan. In the case of a demand for repayment the Borrower agrees to pay the Bank in accordance with the notice.

15.3 Indemnity

If there is a Termination Event the Borrower agrees to reimburse the Bank for the losses and expenses the Bank incurs, or will incur, as a result except where such losses and expenses are caused by the wilful misconduct or gross negligence of the Bank.

15.4 Currency indemnity

This Clause 15.4 applies where a payment due by the Borrower under or in connection with this Agreement is made or is required to be made in a currency other than the specified currency. To the extent that the amount received, when converted into the specific currency, is less than the amount due the Borrower agrees to reimburse the Bank for the difference. For the purposes of the computation of this amount the Bank will apply to the amount received a rate of exchange prevailing on the date of receipt. If, however, the Bank is unable to use the amount received to buy the specified currency on the date of receipt, the rate of exchange prevailing on the first date on which the Bank could buy the specified currency will be used instead. The obligation in this Clause 15.4 is a separate and independent obligation.

16. EVIDENCE AND CERTIFICATES

16.1 Evidence of debt

The Bank will maintain in its books an account showing all liabilities accrued and payments made in relation to the Facility. Details of amounts outstanding recorded in this account will be evidence of the Borrower's obligations unless there is shown to be an error.

16.2 Certificates

Each certificate delivered under this Agreement must contain reasonable detail of the matters being certified. Certificates delivered by the Bank will be conclusive unless there is an error.

17. NOTICES

17.1 Nature of notices

No notice delivered under this Agreement may be withdrawn or revoked. Each notice delivered by the Borrower must be unconditional. This does not apply in the case of notices delivered pursuant to Clause 13. Each notice delivered by the Borrower must be signed by an Authorised Person.

17.2 Delivery of notices

A notice under this Agreement will only be effective if it is in writing and is received. Faxes are permitted. Evidence of the due posting of a letter or an acknowledgement of receipt at the correct address will be conclusive evidence of receipt unless it was obvious the notice was not received. The provisions of this Clause 17 do not apply to email notices given pursuant to Clause 11.1.

17.3 Address details

Notices will be delivered to the address of the intended recipient as set out on the signature page. The Borrower may change its address details by notice to the Bank. The Bank may change its address details by notice to the Borrower.

18. CHANGES TO PARTIES

18.1 Borrower

The Borrower may not assign any of its rights or transfer any of its obligations, or this Agreement, under this Agreement.

18.2 Assignments and transfers by the Bank

- (a) Subject to paragraph (b) below, the Bank may assign any of its rights and/or transfer any of its rights and obligations to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the **New Bank**).
- (b) A prior written consent of the Borrower is required for any assignment and transfer unless the assignment or transfer is effected at a time when a Termination Event is continuing. The consent of the Borrower cannot be unreasonably withheld.

18.3 Certificate of assignment or transfer

Prior to the consummation of any assignment or transfer pursuant to Clause 18.2, the Bank shall deliver to the Borrower a written confirmation from the New Bank showing that the office through which the New Bank shall act under this Agreement shall be situated in a jurisdiction which, at the time of the assignment or transfer, enables the Borrower to make all payments under this Agreement to the New Bank free of any withholding or deduction. No assignment or transfer shall be invalidated in the event that the New Bank acts through an office other than as is stated in the certificate delivered by the Bank to the Borrower (but the Borrower shall have no obligations under Clause 10.5 (Tax gross up) with respect to such New Bank if at the time of assignment or transfer the Borrower was not able to make payments to it free of any withholding or deduction).

19. DISCLOSURE OF INFORMATION

The Bank may disclose to any of its Affiliates and any other person:

- (a) to (or through) whom the Bank assigns or transfers (or may potentially assign or transfer) all or any of its rights under this Agreement;
- (b) with (or through) whom the Bank enters into (or may potentially enter into) any sub-participation in relation to this Agreement; or
- (c) to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation,

any information about the Borrower and this Agreement as the Bank shall consider appropriate.

20. WAIVERS AND AMENDMENTS

20.1 Writing required

A waiver or amendment of a term of this Agreement will only be effective if it is in writing and executed by both Parties.

20.2 Expenses

The Borrower agrees to reimburse the Bank for any reasonable expenses it incurs as a result of any proposal made by the Borrower to waive or amend a term of this Agreement.

20.3 Modification or discontinuation of the Screen Rate

Without prejudice to any other provisions of this Agreement, the Parties acknowledge and agree that the Screen Rate (LIBOR) used in this Agreement (i) may be subject to methodological or other changes which could affect their value, (ii) may not comply with applicable laws and regulations (such as the European Benchmark Regulation) or (iii) may be permanently discontinued (LIBOR). The Parties further acknowledge that the occurrence of any of the aforementioned events may have materially adverse impact on the financial transaction herein. Therefore, the Parties undertake that if any of the aforementioned events occurs or is threatened, the Parties shall enter into negotiations with a view to agreeing the necessary changes to this Agreement in order to preserve the economics of the financial transaction contemplated herein and, in particular, to the necessary change of the Screen Rate and the initially agreed Margin on the interest rate. Such negotiations on the change of this Agreement shall be carried out by each Party in good faith and in consideration of the prevailing market practice. If the Parties does not agree on the necessary change of the Agreement, the Bank is entitled to change the Screen Rate and the initially agreed Margin on the interest rate in a manner as determined by the relevant regulatory body, central bank or any other competent public authority, or to adjust the interest rate in a different manner consistent with standard market practice, in order to avoid, as far as reasonably possible, any economic discrimination of any Party as a result of the change of the Screen Rate.

21. EXERCISE OF RIGHTS

If the Bank does not exercise a right or power when it is able to do so this will not prevent it exercising that right or power. When it does exercise a right or power it may do so again in the same or a different manner. The Bank's rights and remedies under this Agreement are in addition to any other rights and remedies they may have. Those other rights and remedies are not affected by this Agreement.

22. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

23. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate the remaining provisions of this Agreement except where the provisions cannot be severed from the rest of the Agreement due to the nature of the Agreement, its subject matter or the circumstances in which the Agreement was concluded. The parties agree to do all things necessary to achieve the same result as was intended by any such invalid or unenforceable provisions.

24. GOVERNING LAW AND JURISDICTION

24.1 Law

This Agreement is to be governed by and construed in accordance with the laws of the Czech Republic.

24.2 Jurisdiction

The courts of the Czech Republic have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement).

24.3 Waiver of immunity

The Borrower agrees that proceedings may be taken against it in respect of this Agreement. In these proceedings any type of relief or remedy may be given. The relief or remedy may concern or affect any assets of the Borrower (regardless of their use or intended use). If the Borrower or its assets are entitled to any immunity, this is waived to the fullest extent permitted. The Borrower also irrevocably agrees not to claim any immunity for itself or its assets.

25. MISCELLANEOUS

25.1 Disapplication of certain legal provisions

In addition to certain legal provisions that will be disappplied based on a different agreement of the Parties in this Agreement, the following provisions of the Czech Civil Code will be disappplied as well: Section 1765 (material change of circumstances, especially gross disproportion between the rights and duties of the parties, resumption of negotiation on an agreement), Section 1766 (court's right to change a contractual obligation by resuming the balance of the rights and duties of the parties), Section 1799 (adhesion contract, weaker party, clause referring to terms outside of the body of the contract), Section 1800 (adhesion contract, clause legible only with exceptional difficulties, incomprehensible, especially disadvantageous for the weaker party), Section 1805 paragraph 2, Section 1888 paragraph 2, Section 1936, Section 1995 paragraph 2 and Section 2400.

25.2 Business practice

Business practice will apply unless it is contrary to the law (regardless whether mandatory or non-mandatory).

26. FORCE AND EFFECT

This Agreement shall enter into a force upon its execution of the both Parties and shall take effect upon its publication in the Contracts Register pursuant to Act No. 340/2015 Coll., on the Contracts Register, as amended.

SCHEDULE 1

CONDITIONS PRECEDENT

1. Specimen signatures of all persons authorised to act on behalf of the Borrower in connection with this Agreement. These signatures must be certified by a director of the Borrower to be genuine.
2. Original letter (or a copy thereof) from the Ministry of Finance of the Czech Republic consenting to the borrowing.

SCHEDULE 2

UTILISATION REQUEST

From: Česká exportní banka, a.s.
Vodičkova 34/701
111 21 Prague 1
IC: 630 78 333

To: Komerční banka, a.s.
Business Division – Financial Institutions and Multinational Companies
Václavské náměstí 42
114 07 Praha 1
[REDACTED]

Date:

Česká exportní banka, a.s.
[REDACTED] Term Facility Agreement dated 24 June 2020 (the Agreement)

1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
2. We wish to borrow the Loan on the following terms:

Proposed Utilisation Date: [] (or, if that is not a Business Day, the next Business Day)

Currency of Loan: [REDACTED]

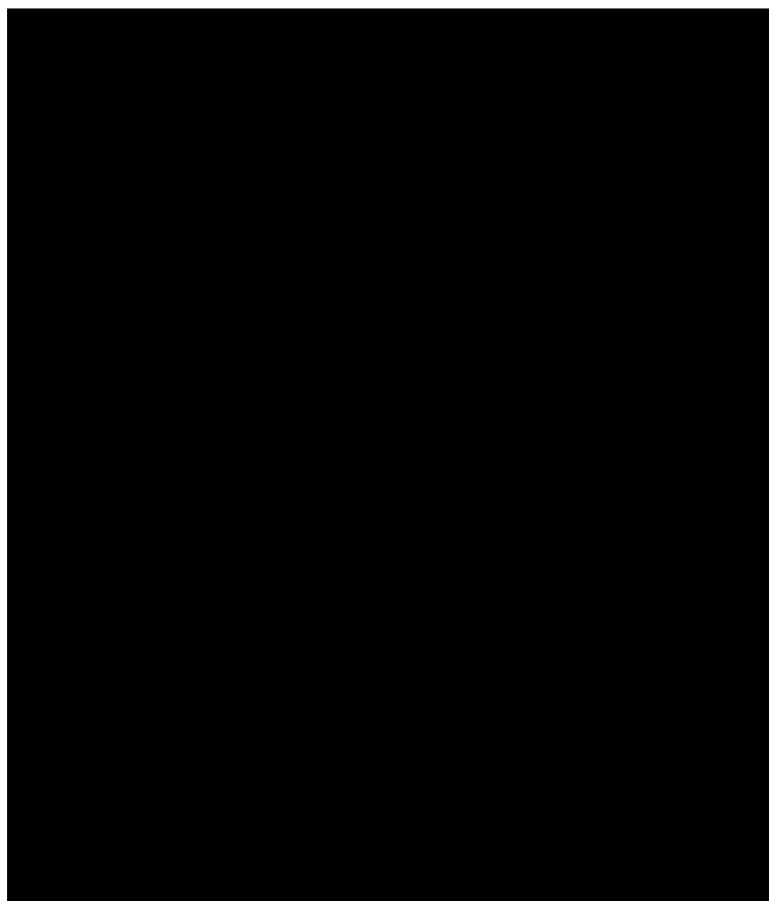
Amount: [REDACTED]
3. We hereby confirm that each condition specified in Clause 4.2 (Further conditions precedent) of the Agreement which is required to be satisfied on the date of this Utilisation Request is satisfied.
4. The proceeds of the Loan should be credited to the following accounts:
 - the amount of [REDACTED] to the bank account No. [REDACTED]
 - the amount of [REDACTED] to the Dollar nostro account of the Borrower with [REDACTED]
5. This Utilisation Request is irrevocable.

Yours faithfully

.....
Authorised Person for
Česká exportní banka, a.s.

SCHEDULE 3

REPAYMENT SCHEDULE



SIGNATURES

Borrower

ČESKÁ EXPORTNÍ BANKA, A.S.

Vodičkova 34/701

111 21 Prague 1

Attention:

Director, International Relations & Fund Raising

Fax Number:

By:

Name: JAROSLAV VYBORNY

Title: CEO

By:

Name: ERIC HOKAN

Title: CHIEF RISK OFFICER

Bank

KOMERČNÍ BANKA, A.S.

Business Division – Financial Institutions and Multinational Companies

Václavské náměstí 42

114 07 Prague 1

Attention:

Director of Business Division – Financial Institutions and
Multinational Companies

Fax Number:

By:

Name:

Title: Relationship Manager

By:

Name:

Title:

Relationship Manager