

**Československá obchodní banka, a. s.**

with its registered office at: Radlická 333/150, 150 57 Prague 5

ID No.: 00001350

entered in the Commercial Register maintained by the Municipal Court in Prague, Section:  
B XXXVI, File No. 46

(the “**Escrow Agent**”)

represented by: XXX  
and XXX

branch: XXX

and

XXX;

(the “**Transferor 1**”)

represented by: \_\_\_\_\_  
\_\_\_\_\_

and

XXX;

(the “**Transferor 2**”)

represented by: \_\_\_\_\_  
\_\_\_\_\_

and

XXX;

(the “**Transferor 3**”)

and

XXX;

(the “**Transferor 4**”)

and

XXX;

(the “**Transferor 5**”)

and

XXX;

(the “**Transferor 6**”)

and

XXX;

(the “**Transferor 7**”)

and

**Masarykova univerzita;**

(the “**Transferor 8**”)

represented by: \_\_\_\_\_  
\_\_\_\_\_

and

**Vysoké učení technické v Brně;**

(the “**Transferor 9**”)

represented by: \_\_\_\_\_  
\_\_\_\_\_

and

XXX;

(the “**Transferor 10**”)

and

XXX;

(the “**Transferor 11**”)

represented by: \_\_\_\_\_  
\_\_\_\_\_

and

XXX;

(the “**Transferor 12**”)

and

XXX;

(the “**Transferor 13**”)

and

XXX;

(the “**Transferor 14**”)

and

XXX;

(the “**Transferor 15**”)

and

XXX;

(the “**Transferor 16**”)

and

XXX;

(the “**Transferor 17**”)

and

XXX;

(the “**Transferor 18**”)

represented by: \_\_\_\_\_

and

XXX;

(the “**Transferor 19**”)

and

XXX;

(the “**Transferor 20**”)

and

XXX;

(the “**Transferor 21**”)

and

XXX;

(the “**Transferor 22**”, the Transferor 1, Transferor 2, Transferor 3, Transferor 4, Transferor 5, Transferor 6, Transferor 7, Transferor 8, Transferor 9, Transferor 10, Transferor 11, Transferor 12, Transferor 13, Transferor 14, Transferor 15, Transferor 16, Transferor 17, Transferor 18, Transferor 19, Transferor 20, Transferor 21 and Transferor 22 collectively the “**Transferors**” and each of them individually the “**Transferor**”)

and

XXX

(the “**Transferee**”)

represented by: \_\_\_\_\_  
\_\_\_\_\_

(the Escrow Agent, the Transferors and the Transferee collectively the “**Parties**”) enter, pursuant to Section 1746 (2) of the Act No. 89/2012 Coll., the Civil Code (the “**Civil Code**”), into this

**Escrow Agreement No. 01/20/06472**

(the “**Agreement**”)

**Preamble**

- A.** The Transferors and the Transferee intend to enter into the Share Purchase Agreement under which and subject to the conditions set forth therein, the Transferee as the buyer desires to purchase from the Transferors as the sellers, and the Transferors desire to sell to the Transferee, all of the Shares (as defined below) in the Company (as defined below) owned by the Transferors (the “**Share Purchase Agreement**”).
- B.** The Transferors and the Transferee have agreed that a certain part of the consideration to be paid by the Transferee to the Transferors for the Shares (as defined below) transferred under the Share Purchase Agreement and corresponding to the Escrow Amount (as defined below) shall be settled through the Escrow Account (as defined below) in accordance with this Agreement.
- C.** The Escrow Agent agrees to act as an escrow agent with respect to the Escrow Amount.

**Article I**

**Definitions**

1) In this Agreement, the following terms have the following meaning:

“**Business Day**” means a day (other than Saturday or Sunday) when banks are open for business in Prague, Czech Republic;

“**Company**” means XXX;

“**Document**” means any document delivered to the Escrow Agent under this Agreement or in the connection with this Agreement;

“**Escrow Account**” means the Escrow Agent’s internal USD account No. XXX, IBAN: XXX, SWIFT: XXX;

“**Escrow Amount**” means USD XXX (in words: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX American Dollars);

“**Funds in Escrow**” means all funds deposited and held from time to time in the Escrow Account including any appurtenances;

“**Long Stop Date**” means 31 December 2020;

“**Settlement Certificate**” means the document defined in Article II.5;

“**Re-Settlement Certificate**” means the document defined in Article II.11;

“**Release Certificate**” means the document defined in Article II.12;

“**Remuneration**” means CZK 425,000 (in words: four hundred and twenty-five thousand Czech Crowns);

“**Settlement Escrow Accounts**” means the non-interest-bearing bank account no. XXX, IBAN: XXX, SWIFT: XXX, účet advokátní úschovy, maintained by XXX for XXX

“**Shares**” means 2,000 ordinary registered shares in a nominal value of each share CZK 1,000 issued by the Company, which are kept in a book-entry form, representing 100 % of the total registered capital of the Company;

“**Transferor’s Bank Account**” means the bank account of each Transferor the details of which are set out next to such Transferor in **Annex 1** of this Agreement or such other bank account of the Transferor the details of which are set out in the Settlement Certificate;

“**Transferors’ Closing Representative**” means XXX;

“**Transferor’s Shares**” means the Shares owned as of the date hereof by each Transferor the number and other details of which are set out next to such Transferor in **Annex 1** of this Agreement, which are to be transferred by such Transferor to the Transferee pursuant to the Share Purchase Agreement; and

“**Transferee’s Bank Account**” means the bank account of the Transferee maintained by the Escrow Agent no. XXX, IBAN: XXX, SWIFT: XXX.

- 2) Any reference in this Agreement to a provision of law is a reference to that provision as amended or re-enacted.

## Article II

- 1) The Transferee shall deposit the Escrow Amount on the Escrow Account no later than on 15 November 2020. The Escrow Agent shall accept the Escrow Amount on the Escrow Account and hold the Escrow Amount on the Escrow Account in escrow under this Agreement. Upon the Escrow Amount being credited in full to the Escrow Account the Escrow Agent shall issue to the Transferee and the Transferors an e-mail confirmation of the credit and shall, without undue delay but in any event within two (2) Business Days, send the confirmation to the Transferors and the Transferee to the following addresses:

Transferee - XXX;

Transferors - XXX

Once this Agreement is executed and the Transferor’s Shares of all Transferors are registered in the custody accounts of the respective Transferors kept by the Escrow Agent, the Escrow Agent shall, without undue delay but in any event within two (2) Business Days, issue the custody account statements showing the respective Transferor’s Shares registered in the custody accounts of the corresponding Transferors, and send such custody account statements in the electronic form to the Transferors and the Transferee to the following email addresses:

Transferee - XXX;

Transferors - XXX.

The Escrow Agent may issue the custody account statements even before this Agreement becomes effective, provided that all Transferor's Shares have been registered in the custody accounts of the corresponding Transferors.

The account statements will show the Shares registered in the custody accounts as at the date and time when the statements are prepared, any possible subsequent transfers of the Shares will not be restricted and the Transferors will remain to be entitled to transfer the Shares at their discretion. Regarding this, each Transferor shall transfer the Shares only in accordance with this Agreement and Share Purchase Agreement and undertakes not to transfer the Shares to any third party until the lapse of the Long Stop Date.

- 2) The Funds in Escrow do not bear any interest and the receivables under the Escrow Account are not insured.
- 3) The Funds in Escrow will be under the sole control and dominion of the Escrow Agent and the Escrow Agent undertakes that it will make, or permit others to make, withdrawals from the Funds in Escrow only in accordance with this Agreement. Neither the Transferee nor the Transferors are authorised to dispose of the Funds in Escrow in any other way whatsoever.
- 4) Upon the execution of this Agreement, all Transferors and the Transferee shall hand over into the custody of the Escrow Agent their respective transfer instructions for the transfer of the Shares from the Transferors to the Transferee (the "**Transfer Instructions**"), duly completed and signed on behalf of the respective Transferors and the Transferee (or, as the case may be, their duly authorized representatives), where only the requested settlement date of the transfers (the "**Settlement Date**") will remain blank and will be subsequently completed by the Escrow Agent on the basis of, and in accordance with, the Settlement Certificate delivered to the Escrow Agent under Article II.5 hereof. At the same time, the Transferors' Closing Representative shall deliver to the Escrow Agent the original of the declaration of the Company on the waivers of the pre-emptive rights to purchase the Shares made by all shareholders of the Company, duly signed by the Company. All Transferors and the Transferee hereby irrevocably and unconditionally authorize and empower the Escrow Agent to insert the Settlement Date in each Transfer Instruction in accordance with the Settlement Certificate, and the Escrow Agent accepts such authorization. The Escrow Agent shall issue to the Transferee and the Transferors an e-mail confirmation that all Transfer Instructions were handed over to the Escrow Agent and shall, without undue delay, send the confirmation to the Transferors and the Transferee to the following addresses

Transferee - XXX;  
Transferors - XXX.

- 5) After (i) the obligation of the Transferee pursuant to Article II.1 hereof, and (ii) the obligations of all Transferors and the Transferee pursuant to Article II.4 hereof have been satisfied, the Transferee and Transferors' Closing Representative may deliver to the Escrow Agent a jointly executed certificate in the form set out in **Annex 2** (the "**Settlement Certificate**") duly signed by the Transferee and Transferors' Closing Representative, specifying the Settlement Date and requesting: (x) the settlement of all transfers of the Shares to be executed in accordance with the Transfer Instructions, and (y) disbursement of the Funds in Escrow to the Transferor's Bank Accounts and the Settlement Escrow Account in the amounts set out in such Settlement Certificate. In such case, the Escrow Agent shall (provided the amount requested to be disbursed is equal to or lower than the Funds in Escrow) fill out the Settlement Date in each Transfer Instruction, execute the transfer of the Shares in accordance with the Transfer Instructions in due course and disburse the Funds in Escrow in accordance with the instructions set forth in the Settlement Certificate without undue delay but in any event no later than within two (2) Business Days of the receipt by the Escrow Agent of the Settlement Certificate. If the Settlement Certificate is delivered to the Escrow Agent before 1 pm of the proposed Settlement Date, the Escrow Agent

shall take all efforts to complete the Transfer Instructions and execute the transfers of the Shares on the Settlement Date, otherwise the Escrow Agent will take such steps on the following Business Day. The Transferors' Closing Representative or the Transferee undertake to inform the Escrow Agent by e-mail of their intention to issue the Settlement Certificate no later than one (1) Business Day prior to the proposed Settlement Date. The Parties expressly agree that the Escrow Agent shall not disburse any part of the Funds in Escrow under this paragraph 5) until all transfers of the Shares under all Transfer Instructions are settled.

- 6) The Escrow Agent shall take professional care to ensure that all Transfer Instructions are duly settled. If the Escrow Agent identifies any defect in any of the Transfer Instructions as a result of which any of the transfers cannot be settled, the Escrow Agent shall suspend the transfers under the remaining Transfer Instructions and notify the other Parties thereof. If such situation occurs, the Escrow Agent will not disburse any part of the Funds in Escrow.
- 7) If, for any reason, any of the Transfer Instructions is not settled as at the Settlement Date, the Transferors and the Transferee may remedy such situation within ten (10) Business Days following the Settlement Date and deliver to the Escrow Agent new Transfer Instructions replacing defective Transfer Instructions and new Settlement Certificate in relation to new Transfer Instructions, or take any other action which may be necessary to complete transactions as anticipated in the Share Purchase Agreement. The procedure set out in paragraph 5) above will apply accordingly to the steps taken under the new Settlement Certificate. The Parties shall provide each other with all necessary cooperation.
- 8) If no transfer of any Share is completed under this Agreement until the expiration of the additional time specified in paragraph 7), the Escrow Agent shall remit the Funds in Escrow from the Escrow Account to the Transferee and this Agreement will terminate.
- 9) If, upon the expiration of the additional time specified in paragraph 7), any of the Shares, but not 100 % of the Shares will have been transferred from the Transferors to the Transferee, the Transferors' Closing Representative (representing each of the Transferors) or the Transferee may deliver to the Escrow Agent a notice on termination of the Share Purchase Agreement the form of which is attached as **Annex 3** hereof (the "**Notice on Termination**") together with an original or certified copy of the termination of the Share Purchase Agreement. In such case, the Transferee and each of the Transferors whose Shares have been transferred undertake to deliver to the Escrow Agent (in the case of the Transferors, individually or represented by the Transferors' Closing Representative) duly completed transfer instructions where only the requested settlement date of the transfers (the "**Re-Settlement Date**") will remain blank and will be subsequently completed by the Escrow Agent on the basis of, and in accordance with, the Re-Settlement Certificate delivered to the Escrow Agent under Article II.11 hereof and under which all the Shares maintained as at the Re-Settlement Date at the Transferee's custody account will be transferred from the Transferee to the respective Transferors custody accounts (the "**Re-Transfer Instructions**"). All Transferors and the Transferee hereby irrevocably and unconditionally authorize and empower the Escrow Agent to insert the Re-Settlement Date in each Re-Transfer Instruction in accordance with the Re-Settlement Certificate (as defined below), and the Escrow Agent accepts such authorization. The Escrow Agent shall take professional care to ensure that all Re-Transfer Instructions are duly settled without undue delay after receiving all of the duly executed documents and information necessary for the re-transfer (including in particular the Re-Settlement Certificate). The Escrow Agent shall issue to the Transferee and the Transferors an e-mail confirmation that the Notice on Termination was delivered to the Escrow Agent and shall, without undue delay, send the Notice on Termination to the Transferors (in the case of delivery of the Notice on Termination by the Transferee) or to the Transferee (in the case of delivery of the Notice on Termination by the Transferors' Closing Representative) to the following addresses:

Transferee - XXX;  
Transferors - XXX.

- 10) If (i) the Notice on Termination is delivered to the Escrow Agent and (ii) Re-Transfer Instructions duly executed by the Transferee are delivered to the Escrow Agent in respect of re-transfer of all Shares acquired and held in the custody account of the Transferee, the Escrow Agent shall without undue delay remit the Funds in Escrow from the Escrow Account to the Transferee's Bank Account.
- 11) If (i) the Notice on Termination is delivered to the Escrow Agent and (ii) obligations of the Transferee and all involved Transferors' (as may be represented by the Transferors' Closing Representative) pursuant to Article II.9 hereof to deliver executed Re-Transfer Instructions to the Escrow Agent have been satisfied, the Transferors' Closing Representative may deliver to the Escrow Agent duly signed certificate in the form set out in **Annex 5** (the "**Re-Settlement Certificate**"), specifying the Re-Settlement Date and requesting the settlement of all transfers of the Shares to be executed in accordance with the Re-Transfer Instructions, and the Escrow Agent shall fill out the Re-Settlement Date in each Re-Transfer Instruction and execute the transfers of the given Shares in accordance with the Re-Transfer Instructions without undue delay, but any case no later than within two (2) Business Days of the receipt by the Escrow Agent of the Re-Settlement Certificate.
- 12) Provided that the no payment was made by the Escrow Account in accordance with the Settlement Certificate, the Transferors (or Transferors' Closing Representative) and the Transferee may deliver to the Escrow Agent a certificate in the form set out in **Annex 4** (the "**Release Certificate**") signed by all Transferors (or Transferors' Closing Representative representing each of the Transferors) and the Transferee, requesting the revocation of the Transfer Instructions (or any part of them) and their release to the respective Transferors and/or the Transferee, and the transfer of the Funds in Escrow (or any part of them) in accordance with the instructions set out in the Release Certificate, and the Escrow Agent shall release the Transfer Instructions and the Funds in Escrow in accordance with the instructions set forth in such Release Certificate within two (2) Business Day of the delivery of the Release Certificate to the Escrow Agent.
- 13) Any disbursement from the Escrow Account shall be made in USD (American Dollars).

### Article III

- 1) The Escrow Agent will verify with professional care whether the relevant Document delivered to the Escrow Agent pursuant to this Agreement seems to be formally the Document it purports to be under this Agreement.
- 2) The Escrow Agent will not verify the accuracy of the contents or veracity of any Documents, or the compliance of any Documents with any legal requirements prescribed by any laws or regulations. The Escrow Agent bears no responsibility for any harm caused by the fact that the Documents or the stamps or signatures appended thereto are fraudulently altered or forged if it was impossible to recognise these facts while using customary care.
- 3) The Escrow Agent has only the duties expressly set out in this Agreement. The Escrow Agent bears no responsibility whatsoever for any conditions of any agreement, deed or document related to this Agreement. The Escrow Agent is obliged to take only such steps in connection with the Funds in Escrow and the Transfer Instructions and the Re-Transfer Instructions as expressly set out in this Agreement. This Agreement specifies all the Escrow Agent's duties with respect to any matters related to the escrow contemplated under this Agreement. The Escrow Agent has no other duties derived from the conditions of this Agreement or any other agreement.
- 4) The Escrow Agent has no authority to evaluate or verify in any way whatsoever any instructions obtained from the Transferors and the Transferee under or in connection with this Agreement in



- terms of their compliance with any (i) laws or regulations or (ii) contracts or agreements entered into between the Transferors and the Transferee and/or any third parties.
- 5) If, following the verification of the Documents made under paragraph 1 of this Article of this Agreement, the Escrow Agent concludes that these are not the documents pursuant to this Agreement or that these Documents do not comply with the requirements prescribed for such documents, it will not execute the Transfer Instruction, Re-Transfer Instruction or disburse the Funds in Escrow pursuant to the Documents. The Escrow Agent will promptly notify the Transferors and the Transferee of this fact in writing and will ask them to rectify the deficiencies. If the deficiencies are not rectified as requested by the Escrow Agent prior to the Long Stop Date, the Escrow Agent will proceed as if no documents were delivered to the Escrow Agent.
- 6) Should (i) no Notice on Termination be delivered to the Escrow Agent by either Party; and, at the same time, (ii) the Transferee's obligation not be satisfied under Article II.9 hereof to deliver Re-Transfer Instructions duly executed by the Transferee to the Escrow Agent, in each case by the Long Stop Date, the Escrow Agent will, no later than on the third (3<sup>rd</sup>) Business Day following the Long Stop Date, remit the Funds in Escrow from the Escrow Account as follows:
- a) corresponding amounts as set out in the Settlement Certificate to the Transferor's Bank Accounts of the Transferors whose Shares have been transferred to the Transferee;
  - b) corresponding amounts to the Settlement Escrow Account as set out in the Settlement Certificate; and
  - c) the remaining amount to the Transferee's Bank Account.
- 7) The Escrow Agent will not transfer the Funds in Escrow under this Agreement if it is required to do so by any law or regulation or any decision of a competent body (e.g. court, Tax Authority, Social Security Authority). The limitations and duties of disposition determined by this Agreement do not apply to the instances when the Escrow Agent fulfils any duty in accordance with any law or regulation or any decision of a competent body – which the Transferors and the Transferee expressly acknowledge.

#### Article IV

- 1) The Transferors shall be obliged, jointly and severally, to ensure that the Company pays to the Escrow Agent the Remuneration for all services provided by the Escrow Agent under this Agreement. The Remuneration is payable simultaneously with the conclusion of this Agreement. At its discretion, the Escrow Agent may collect the Remuneration directly from the bank account of the Company maintained by the Escrow Agent, provided that it obtains a written consent from the Company to do so.

#### Article V

- 1) Any communications and other notices will be delivered to the addresses of the Parties stated at the head of this Agreement or such other address as the Party whose address is to be changed notifies in writing to the other Parties.
- 2) This Agreement comes into force on the date on which it is signed by all Parties and becomes effective on the date of its publication in the Register (as defined below). This Agreement remains in force and effect until such time as the Funds in Escrow have been disbursed by the Escrow Agent in accordance with the provisions of this Agreement. This Agreement may be terminated at any time upon an all-party agreement in writing, entered into between the Transferors, the Transferee and the Escrow Agent.
- 3) If any provision of this Agreement is invalid or ineffective or putative, this shall be without prejudice to any other provisions hereof. The Parties hereby undertake to take any steps as may

- be necessary to replace such invalid, ineffective or putative provision by another provision that will be valid, effective and enforceable and will correspond to the purpose of the replaced provision as well as the entire Agreement.
- 4) This Agreement may be modified or amended only upon an agreement of the Parties made in the form of a written amendment.
  - 5) Neither the Transferee nor any of the Transferors may assign any of its rights under or receivables arising from this Agreement or pledge any receivables arising from this Agreement or assign this Agreement to any party without the prior express written consent of the Escrow Agent.
  - 6) The Escrow Agent may, at its sole discretion, require that signatures appended to all written legal action (*právní jednání*) of the Transferors or the Transferee, which are not signed before an Escrow Agent's employee, be officially verified. Unless this Agreement expressly stipulates otherwise, all Documents must be originals or officially verified (*úředně ověřené*) copies.
  - 7) The Parties have agreed that the Escrow Agent may refuse to accept a power of attorney containing an authorisation of the attorney-in-fact to confer the authority to act on behalf of the Transferor or the Transferee to another person. This provision does not apply to the powers of attorney which have been approved by the Escrow Agent and issued prior to the date of this Agreement based on which the representatives of the Transferors and the Transferee signed this Agreement.
  - 8) The Transferors and the Transferee are obliged to notify the Escrow Agent without undue delay of any changes to the information provided to the Escrow Agent upon the entering into the contractual relationship, in particular any changes to the mailing address.
  - 9) The Transferee and the Transferors hereby assume the risk of a change of circumstances within the meaning of Section 1765 (2) of the Civil Code.
  - 10) Any waiver by any of the Parties of any claim arising from a breach of any provision of this Agreement does not constitute any waiver of a claim under any other provision of this Agreement or as a waiver of a claim under any other breach of the particular provision. No extension of a time limit for the fulfilment of any obligation or performance of any measure under this Agreement constitutes an extension of the time limit for any subsequent fulfilment or performance of the respective obligation or measure or any other obligation or measure. No failure to exercise or a delay in exercising any right or condition constitutes a waiver of the same by any of the Parties. No waiver of any right or condition shall be effective unless made in writing.
  - 11) The Parties hereby agree that any termination of this Agreement will only have *pro futuro* effect.
  - 12) This Agreement and any non-contractual obligations relating to it (including any obligation to pay for damages and/or any obligation to pay for any unjustified enrichment) is governed by Czech law. Any disputes which may arise from or in connection with this Agreement shall be exclusively decided by the competent courts in the Czech Republic.
  - 13) Each of Transferors 2 to 22 hereby appoints and empowers the Transferors' Closing Representative to represent him/her and act on his/her behalf as the Transferors' representative in all matters relating to this Agreement or envisaged under this Agreement including, without limitation, to prepare, sign and deliver on behalf of the Transferors (or any of them) to the other Parties, or accept from the other Parties, any certificate, instruction, document or other communication. The Transferors' Closing Representative accepts this appointment and authorization to act as the Transferors' Closing Representative.

- 14) Each of Transferor 8 and Transferor 9 is a legal entity listed in Art. 2(1) of Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Some Contracts, the Publication of these Contracts, and the Register of Contracts, as amended (hereinafter referred to as the “**Act on the Register of Contracts**”), and that this Agreement is subject to the obligation to be published in the register of contracts (the “**Register**”).
- 15) Each of Transferor 8 and Transferor 9 are independently obliged to publish this Agreement in the Register without undue delay after its conclusion in the extent required to meet the obligation stipulated by the Act on the Register of Contracts. At the same time, Transferor 8 and Transferor 9 are obliged to obliterate any and all protected personal data (including contact details, signatures or specimen signatures) of persons acting on behalf of the Escrow Agent, as well as bank account numbers and any other information the obliteration of which is required under the applicable legal regulation, in particular the GDPR rules, as long as this is allowed with respect to such information under the Act on the Register of Contracts.
- 16) This Agreement has been made in twenty-four (24) counterparts and the Parties have obtained one (1) counterpart each. All counterparts of this Agreement shall be considered as original. The Parties confirm by their signatures that after having discussed this Agreement, they agreed on the whole of its contents and that they conclude this Agreement as an expression of their true and free will.

In \_\_\_\_\_ on the dates below specified

Annexes:

Annex No. 1 – 5

**XXX**

**XXX**

.....  
Transferor 1

.....  
Transferor 2

**XXX**

**XXX**

.....  
Transferor 3

.....  
Transferor 4

**XXX**

**XXX**

.....  
Transferor 5

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Transferor 6

**XXX**

**Masarykova univerzita**

.....  
Transferor 7

.....  
Transferor 8

Vysoké učení technické v Brně

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Transferor 9

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Transferor 10

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Transferor 11

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Transferor 12

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Transferor 13

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Transferor 14

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Transferor 15

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Transferor 16

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Transferor 17

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Transferor 18

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Transferor 19

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Transferor 20

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Transferor 21

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Transferor 22

**XXX**

.....  
Transferee

**Československá obchodní banka, a. s.**

.....  
Escrow Agent

**Annex 1**  
**List of Transferors' Bank Accounts and Shares**

**Annex 2  
Settlement Certificate**

To: **Československá obchodní banka, a. s.**  
Radlická 333/150  
150 57 Prague 5  
Czech Republic

Date: [●]

Dear Sirs

**IMPORTANT NOTICE UNDER ESCROW AGREEMENT**

This letter constitutes the Settlement Certificate for the purposes of Article II.5 of the escrow agreement No. [●] dated [●] between [identification of the parties to be inserted] and Československá obchodní banka, a. s. as Escrow Agent (the “**Escrow Agreement**”). Terms not otherwise defined in this Settlement Certificate shall have the meaning given to them in the Escrow Agreement.

We hereby inform you that the Settlement Date for the settlement of the transaction under the Share Purchase Agreement shall be [●].

We hereby instruct you to execute the settlement of the transfers of the Shares in accordance with the Transfer Instructions and release from the Escrow Account and pay in accordance with the terms of the Escrow Agreement, the Funds in Escrow as follows:

- (i) the amount of USD [●] to the bank account of [●] at [●], SWIFT [●], IBAN Code: [●], Reference: [●];  
[●]; and
- (ii) the amount of USD [●] to the bank account of [●] at [●]at [●], SWIFT [●], IBAN Code: [●], Reference: [●].

Yours faithfully

**XXX**

as Transferee

.....  
Signature/identity of  
authorized representatives verified

**XXX**

as Transferor’s Closing Representative

.....  
Signature/identity of  
authorized representatives verified

**Annex 3**  
**Form of Notice on Termination from Share Purchase Agreement**

To: **Československá obchodní banka, a. s.**  
Radlická 333/150  
150 57 Prague 5  
Czech Republic

Date: [●]

Dear Sirs

**IMPORTANT NOTICE UNDER ESCROW AGREEMENT**

This letter constitutes the Notice on Termination for the purposes of Article II.9 of the escrow agreement No. [●] dated [●] between [identification of the parties to be inserted] and Československá obchodní banka, a. s. as Escrow Agent (the “**Escrow Agreement**”). Terms not otherwise defined in this Notice on Termination shall have the meaning given to them in the Escrow Agreement.

We hereby inform you that the Share Purchase Agreement was terminated from our side in accordance with Section 1.3(d) thereof. The [original / certified copy] of the termination of the Share Purchase Agreement is attached to this Notice on Termination.

Yours faithfully

**XXX**

*as Transferee*

.....  
*Signature/identity of  
authorized representatives verified*

OR

**XXX**

*as Transferor’s Closing Representative*

.....  
*Signature/identity of  
authorized representatives verified]*



**Annex 4  
Release Certificate**

To: **Československá obchodní banka, a. s.**  
Radlická 333/150  
150 57 Prague 5  
Czech Republic

Date: [●]

Dear Sirs

**IMPORTANT NOTICE UNDER ESCROW AGREEMENT**

This letter constitutes the Release Certificate for the purposes of Article II.12 of the escrow agreement No. [●] dated [●] between [identification of the parties to be inserted] and Československá obchodní banka, a. s. as Escrow Agent (the “Escrow Agreement”). Terms not otherwise defined in this Settlement Certificate shall have the meaning given to them in the Escrow Agreement.

We hereby revoke the Transfer Instructions issued by the following Transferors and the Transferee and request the release of originals of the Transfer Instruction to the respective issuing parties:

[●].

We hereby instruct you to release from the Escrow Account and pay in accordance with the terms of the Escrow Agreement, the Funds in Escrow as follows:

- (i) the amount of USD [●] to the bank account of [●] at [●], SWIFT [●], IBAN Code: [●], Reference: [●];
- (ii) [●].

Yours faithfully

[●]

as Transferor 1

[●]

as Transferor 2

.....  
Signature/identity of  
authorized representatives verified

.....  
Signature/identity of  
authorized representatives verified

[●]

as Transferor [3 to 22 to be inserted]

[●]

as Transferee

.....  
Signature/identity of  
authorized representatives verified

.....  
Signature/identity of  
authorized representatives verified

**Annex 5**  
**Form of Re-Settlement Certificate**

To: **Československá obchodní banka, a. s.**  
Radlická 333/150  
150 57 Prague 5  
Czech Republic

Date: [●]

Dear Sirs

**IMPORTANT NOTICE UNDER ESCROW AGREEMENT**

This letter constitutes the Re-Settlement Certificate for the purposes of Article II.11 of the escrow agreement No. [●] dated [●] between [identification of the parties to be inserted] and Československá obchodní banka, a. s. as Escrow Agent (the “**Escrow Agreement**”). Terms not otherwise defined in this Re-Settlement Certificate shall have the meaning given to them in the Escrow Agreement.

We hereby inform you that the Re-Settlement Date for the resettlement of the transaction under the Share Purchase Agreement shall be [●].

We hereby instruct you to execute the settlement of the transfers of the Shares in accordance with the Re-Transfer Instructions.

Yours faithfully

**XXX**

*as Transferor’s Closing Representative*

.....  
*Signature/identity of  
authorized representatives verified*