

Exportní garanční a pojišťovací společnost, a.s.

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Noerr
Partnerschaftsgesellschaft mbB
Rechtsanwälte Steuerberater
Wirtschaftsprüfer
Charlottenstraße 57
10117 Berlin
Germany
noerr.com

Berlin, 19 October 2023

Non-reliance letter: [REDACTED]



Our Ref: B-0753-2023
HCA/LEBU

Dear Sir or Madam,

At the request of [REDACTED] or „our client“), you will be given access to the memorandum [REDACTED] dated [•] (the „Memo“) prepared by Noerr Partnerschaftsgesellschaft mbB („we“, „us“, „Noerr“).

The Memo was prepared by us for and upon the specific scope and instructions by our client for the evaluation of [REDACTED] (the „Scope“).

Noerr is prepared to allow a copy of the Memo to be made available to you (but is not obliged to do so) provided that you acknowledge that you enjoy such receipt for information purposes only and accept the following terms and conditions (the „Letter Agreement“):

The perspective of our work is limited to the Scope and to the benefit of [REDACTED]. Our work has only been carried out with the aim to satisfy our client's requirements. The Memo cannot be regarded as, or relied upon as being comprehensive, or being equivalent to a legal opinion relating to any issue described therein. The Memo is purely descriptive in nature.

Noerr Partnerschaftsgesellschaft mbB has its registered office in Munich, Germany, and is entered in the partnership register of the Local Court in Munich, Germany (Amtsgericht Muenchen) under no. PR 512.

For further information, please refer to noerr.com. For information on data protection at Noerr, please refer to noerr.com/data-protection.

Further details overleaf

Access or delivery to you, your affiliates, or your affiliates' or your board members, officers, directors, employees, advisors, agents, financiers, current or potential investors or partners ("**Representatives**") of the memo will not create an attorney-client relationship or any type of legal relationship between you or your Representatives and us. In particular, the Memo does not contain any legal analysis, evaluation or assessment of certain legal aspects or risks and should not be relied upon for any type of analysis from your end in connection with [REDACTED] nor regarded as substitute for a specific legal analysis, including a due diligence review, with regard to the Insurance Policy [REDACTED] between [REDACTED] and Export Guarantee and Insurance Corporation ("**EGAP**") (the "**Insurance Policy**") or a legal advice or legal opinion on specific issues in relation to the Insurance Policy. The Memo cannot in any way serve as a substitute for a legal due diligence review aiming at identifying any legal risks concerning [REDACTED], particularly in connection with the Insurance Policy.

You hereby acknowledge and accept the general engagement terms agreed with our client. In addition, you further acknowledge and accept that Noerr, its members, partners, employees and agents or other persons working at or for any of them which provide services in relation to [REDACTED], neither owe or accept any duty or responsibility to you or your Representatives, to the extent legally permitted, neither in contract nor in tort (including without limitation, negligence and breach of statutory duty) or howsoever otherwise arising, and shall not be liable in any respect for – including without limitation – any loss, damage or expense of any kind or nature which is caused by any use you may choose to make of the Memo, or which is otherwise arising from the provision of the Memo, including any investment decision by you.

You hereby agree and acknowledge that the Memo is based only on the documents made available to us with regard to the Scope and that we cannot give any assurance that there are no further documents, including material documents, under German law or any other involved jurisdictions that would be described in the Memo if they had been made available to prior to the finalisation of the Memo. The facts that have been described in the Memo by us are based on documents and information that were furnished to us by [REDACTED] with regard [REDACTED], and we have relied on their accuracy and completeness without independent verification or investigation. The Memo is limited in scope to provide an overview of selected and significant facts in the documents and information made available to us in the preparation of the Memo. Parties reviewing the Memo (including you) should do so with the professional advice of legal and other professionals. In addition, Parties other than our client may have different objectives, different legal rights, different tolerances for risk, different expectations, different requirements and different views as to materiality. It cannot be excluded, that there are further aspects, which would be deemed as significant by you or other third parties and could therefore be included in the Memo.

You hereby further agree and acknowledge that neither you nor any of the entities in your corporate group or any of your or their respective officers, directors, employees, advisors, agents or Representatives can rely on the Memo in any respect. You acknowledge and agree that we have the right, but not the obligation, to modify or clarify the Memo between now and any of your decisions with regard to the Insurance Policy, if any. The Memo should not be construed as a recommendation,

invitation or inducement to any person to engage in investment or divestment activity in connection with the Memo or to sell or purchase any shares or assets or any other transaction. Any use you make of the Memo is entirely at your own risk and on a strict non-reliance basis.

The Memo will be forwarded to you after entering into this Letter Agreement solely in the context of the Insurance Policy and for information purposes only and will not be suitable for any other purpose. We assume no obligation to update the Memo. We are not authorised to give explanations to you in relation to the Memo or to correct any inaccuracies therein. The Memo is strictly limited to the matters expressly conveyed and do not extend, and should not be construed as extending by implication, to any other matter.

The Memo, parts thereof or any content of the Memo provided to you or obtained by you and generated by us, must (i) not be made available, released, copied, in whole or in part by any means to any other party, (ii) not refer to or attribute any information in the Memo to us for any purpose and (iii) not be used for any purpose other than in connection with the Insurance Policy without our written approval which we may, at our discretion, grant, withhold or grant subject to conditions (including conditions as to legal responsibility or absence thereof or entering into agreement similar to this Letter Agreement) and is to be kept strictly confidential, in particular it shall not, in whole or in part, be made publicly available or uploaded on the internet or referred to in any prospectus of any kind.

You may, however, without our prior written approval disclose the Memo to any of your Representatives that (i) needs to know such information for purposes of considering the Insurance Policy, (ii) is informed of the confidential nature of the Memo, and (iii) is either bound to confidentiality by professional duty or has agreed to comply with your obligations under this Letter Agreement or has taken over vis-à-vis you confidentiality obligations similar to those under this Letter Agreement (each a "**Qualified Representative**"). You are not allowed to provide the Memo to third parties, except your Qualified Representatives, without our prior written approval.

In case you have to provide the Memo to third parties due to obligations by statutory law or administrative order, you have to inform us before provision of the Memo in such manner and if not possible, without undue delay after having provided the Memo to third parties. You will indemnify us from all claims or costs arising from a breach of these restrictions by yourself or any of your Representatives.

You further acknowledge and agree to provide us upon our request with reasonable details of the identity of each person to whom any copies of the Memo have been distributed or to whom the content of the Memo has otherwise been disclosed, and upon request, to furnish us with reasonable evidence of such persons' confidentiality obligations.

To the extent legally permitted, the courts of Berlin shall have exclusive jurisdiction over any dispute arising out of or in connection with this Letter Agreement. This Letter Agreement shall be governed by German law.

If any provision of this Letter Agreement is or becomes invalid or unenforceable or in the event this Letter Agreement contains gaps this shall not affect the validity and enforceability of the remaining provisions of this Letter Agreement. In place of the invalid, unenforceable or missing provision, such valid and enforceable provision shall apply which reflects as closely as possible the commercial intention of the parties hereto as regards the invalid, unenforceable or missing provision. The parties hereto agree to confirm this provision at least in writing.

Yours sincerely,
Noerr Partnerschaftsgesellschaft mbB

Berlin, 19 October 2023

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