

Engagement letter

September 15, 2023

This Engagement letter has been signed by and between Ferchiou & Associés (“Ferchiou”) located at 34, Place du 14 janvier 2011, 1001 Tunis, Tunisie; was registered in Tunisia with the registration no. 0842008R, and Česká exportní banka, a.s. (“CEB”) located at Prague 1, Vodičkova 34 č.p. 701, Postal Code 111 21, Czech Republic, was registered in Trade Registry with the registration no. Commercial Registry maintained by the Municipal Court in Prague, Section B, File No. 3042.

Subject: The dispute opposing Czech Export Bank A.S (the “**Bank**”) and [REDACTED] arising from CEB’s unpaid debt amounting to [REDACTED] (the “**Dispute**”).

1- Scope of services

Under this engagement letter, the Firm will serve as CEB counsel and provide the following legal services (the “**Services**”):

- (i) Advising CEB on all various possible actions and strategies for asserting its rights against [REDACTED] and enabling it to recover its debt amounting to [REDACTED] with the applicable interests (the “**Debt**”);
- (ii) Drafting any deeds, agreements, legal correspondence and other documents that may be necessary to defend and safeguard the CEB’s interests in the context of the Dispute;
- (iii) Implementing and monitoring all possible legal actions, including precautionary measures, and providing assistance for full court proceedings before Tunisian jurisdictions that may be necessary to recover CEB’s Debt; and
- (iv) In general, to take all legal steps to defend CEB’s interests as best as possible in the context of the Dispute.

2- Firm fees

For the performance of the Scope of Services described in section 1 above, the Firm's fees shall be based on a blended hourly rate of 200 euros (exclusive of costs and taxes).

3- Costs and expenses

No expense is to be entered into without the Clients prior approval.

Any expenses and disbursements properly incurred by our Firm on behalf of CEB in connection with the legal services provided by our Firm for which our Firm must be reimbursed at cost in the usual way in the currency in which they are incurred. The invoices will identify the amount due, and the account information where the payment will be made. The payments shall be deposited at the following account :

Beneficiary : Ferchiou & Associés

ISO – Code for Country of residence of beneficial owner TN59

Name and address of the bank: AMEN BANK
26, Avenue Habib Bourguiba -

Bank account number: 07 003 0009146070965 01

IBAN: TN59 07 003 0009146070965 01

SWIFT Code: CFCTTNTT

4- Governing law and jurisdiction

This agreement is governed by, and construed with, Tunisian law, and any dispute arising out of this engagement or these terms shall be subject to the exclusive jurisdiction of the Court of Tunis.


5- Other Representations

Unless otherwise agreed in writing, our sole client for the purposes of this Matter is CEB. In other words, we do not by reason of this engagement represent any other persons or entities with respect to the Matter including, for example, holding companies, subsidiaries, affiliates, or other shareholders, members, directors, officers, employees, partners or joint venture parties.

6- Instructions and Reporting

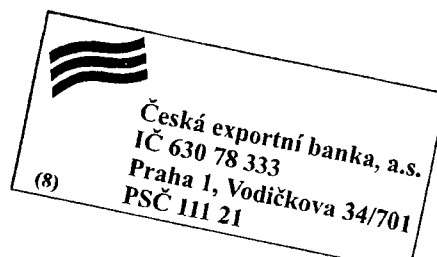
Subject to Ferchiou's professional obligations in this regard, it is assumed that anyone authorized by CEB to give instructions is authorized to do so and that we may rely on each other for any information provided, engage in correspondence and discussions and report to each other such a person.


On behalf of Ferchiou & Associés


Nouredine Ferchiou
Managing Partner

On behalf of Czech Export Bank, a.s.


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Daniel Krumpolc
Chairman of the Board of Directors




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Emil Holan
Vice Chairman of the Board of Directors