

G. In line with Clause 7.3 of the Guarantee Agreement and [REDACTED], the Pledgee is obliged to provide additional security if the financial condition of the Pledgee worsens.

1. Definitions and construction

1.1 In this Agreement, unless a contrary indication appears, capitalised terms used in the Facility Agreement, Guarantee Agreement or [REDACTED] have the same meaning and construction and:

"Account Agreement" means any agreement on establishment and maintenance of an account between the Pledgor and the respective Bank and specified in Schedule 1 (Accounts), on the basis of which the respective Bank maintains the Accounts.

"Accounts" means the accounts held by the Pledgor with the respective Bank and specified in Schedule 1 (Accounts).

"Banks" means the following banks:

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

and a **"Bank"** means any of them.

"Civil Code" means Act No. 89/2012 Coll., the Civil Code, as amended.

"Encumbrance" means:

- a. pledge;
- a. future pledge (in Czech: "budoucí zástavní právo");
- b. security transfer of a right (in Czech: "zajišťovací převod práva"); and
- c. any other arrangement creating restrictions and limitations towards Pledged Receivables.

"Existing Finance Documents" means those Finance Documents that were entered into before or on the date of this Agreement and [REDACTED]

"Existing Obligors" means (i) the Pledgor and (ii) those Obligors that are a party to the Existing Finance Documents as at the date of this Agreement.

"Facility Agreement" means facility the Agreement in the original amount [REDACTED]
[REDACTED]
[REDACTED]

["Guarantee" means a guarantee deed [REDACTED] issued by the Pledgee in favor of the Original Lender.

"Guarantee Agreement" means financial guarantee agreement [REDACTED] concluded between Pledgor, Pledgee and Original lender.

"Negative Pledge" means the negative pledge specified in Clause 6 (Negative Pledge).

„Original Lender“ [REDACTED]

["Party" means a party to this Agreement.

"Pledge" means the pledge right over the Pledged Receivables established in favor of the Pledgee in accordance with Clause 2 (Pledge).

"Pledged Receivables" means all of the Pledgor's monetary receivables against the Banks existing on the date of this Agreement or arising in future under any Account Agreement including any receivables for funds deposited, from time to time, in the Account, and consisting of any amount standing to the credit of the Accounts together with all accrued interest, including any receivables resulting from an unjust enrichment (or any right of similar concept) arising from termination or invalidity of the Account Agreement and appurtenances to such receivables.

"Pledge Register" means the pledge register maintained by the Notarial Chamber of the Czech Republic, or any other register replacing such register.

"Prohibition of Dispositions" means each prohibition and limitation under Clause 5 (Prohibition of Dispositions).

"Secured Debt" means the monetary debt of the Pledgor to the Pledgee that: (i) exists as at the date of this Agreement under the Subrogated receivable, (ii) is conditional, or (iii) arises in the future until 27 August 2028, up to the maximum amount of EUR 90,000,000 for the:

- a. repayment of the principal under Subrogated receivable and appurtenances thereto;
- b. payment of all fees and premiums arising under or in connection with the Existing Finance Document and appurtenances thereto;
- c. payment of any contractual penalty arising under or in connection with the Existing Finance Documents and appurtenances thereto;
- d. payment of damages (including any claims for the recovery of lost profits) arising in connection with the Existing Finance Documents and appurtenances thereto;
- e. return of unjust enrichment in connection with the withdrawal from, invalidity or non-existence (in Czech: "zdržlivost") of any Existing Finance Document and appurtenances thereto; and
- f. payment of any other existing, conditional or future debt arising under or in connection with the Existing Finance Documents and appurtenances thereto.

"Subrogated receivable" has the meaning set out in Preamble, letter E.

"Standstill Agreement" has the meaning set out in Preamble, letter F.

2. Pledge

- 2.1 The Pledgor pledges the Pledged Receivables in favor of the Pledgee and the Pledgee accepts the Pledge.
- 2.2 The Pledge secures the due and timely payment of the Secured Debt.
- 2.3 The Pledge shall be created as of the date of this Agreement.

3. Notice of the Pledge

- 3.1 The Pledgor undertakes to notify the Banks of the creation of the Pledge within 5 Business Days of the date of this Agreement by a letter corresponding in all material aspects to the respective forms in the Schedule 2 (Forms of Notification) or by a letter content of which was approved by the Pledgee. The Pledgor shall ensure that each of the Banks confirms the notification within 25 Business Days of the date of this Agreement.
- 3.2 Provisions of Clause 3.1 do not affect the Pledgee's right to evidence the creation of the Pledge to the Banks. In such case, the Pledgor shall promptly provide the Pledgee with any assistance that the Pledgee may reasonably request in order to evidence the creation of the Pledge to the Banks.

4. New Bank Accounts

- 4.1 If the Pledgor enters into a new bank account agreement in respect of a bank account located in the Czech Republic, it is obliged to, unless otherwise instructed by the Pledgee, within 10 Business Days conclude an amendment to this Agreement or a separate agreement on the terms corresponding to this Agreement granting a pledge over the receivables arising from such new bank account agreement in favor of the Pledgee.

5. Prohibition of Dispositions

- 5.1 In order to protect the value of the Pledge and the Pledged Receivables for the Pledgee, the Pledgor shall not:
 - a. allow the existence of any Encumbrance over the Pledged Receivables other than the Pledge; nor
 - b. alienate the Pledged Receivables, which includes the prohibition to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) that would lead to the sale or transfer of the Pledged Receivables;without the prior written consent of the Pledgee, unless otherwise agreed in the Facility Agreement.
- 5.2 Without consent of the Pledgee, the Pledgor shall not entrust the Pledged Receivables to a trustee to set up a trust (in Czech: "svěřenský fond"), nor shall the Pledgor entrust the administration of the Pledged Receivables to any third party.

- 5.3 The Prohibition of Dispositions under Clause 5.1 is created as a relative (in personam) right and for the time of duration of the Pledge, in any event not longer than until 27 August 2028.

6. Negative Pledge

- 6.1 In order to protect the value of the Pledge and Pledged Receivables for the Pledgee, the Pledgor shall not create or permit the existence of any pledge over the Pledged Receivables other than the Pledge without prior written consent of the Pledgee, unless otherwise agreed in the Facility Agreement.
- 6.2 The Negative Pledge under Clause 6.1 is created as a right in rem and for the time of duration of the Pledge, in any event not longer than until 27 August 2028.
- 6.3 The Pledgor shall provide the Pledgee with any assistance that the Pledgee may request in order to register the Negative Pledge with the Pledge Register.

7. Other Undertakings

- 7.1 The Pledgor shall, at its own expense, promptly do whatever is necessary or whatever the Pledgee may reasonably require to:
- a. perfect or protect the Pledge or the priority of the Pledge; or
 - b. facilitate the realisation of the Pledge or the exercise of any rights vested in the Pledgee.
- 7.2 The Pledgor shall not terminate any Account Agreement without the Pledgee's prior written consent.

8. Information Obligations

- 8.1 The Pledgor undertakes to inform the Pledgee within 10 Business Days if it becomes aware of:
- a. any Encumbrance that has been created over the Pledged Receivables, including any Encumbrance arising by operation of law or from a decision of an authority;
 - b. any claims or rights that could materially adversely affect the Pledgee's or Pledgor's rights to the Pledged Receivables or the Pledge;
 - c. opening of a new bank account located in the Czech Republic;
 - d. termination of any Account Agreement; and
 - e. any representation set out in Clause 10 (Representations and Warranties) appearing to be or becoming untrue, incomplete or misleading in any material respect.

9. Use of Funds

- 9.1 Prior to the occurrence of an Event of Default which is continuing, the Pledgor may withdraw or transfer funds from the Accounts only in accordance with the Finance Documents and this Agreement.

- 9.2 In the Event of Default which is continuing:
- a. the Pledgee may apart from the enforcement of the Pledge specified in Clause 11 (Enforcement of the Pledge) declare any Pledged Receivables immediately due and payable and instruct the respective Bank to transfer the monetary funds from the Accounts to any other bank account or to block the funds on the Accounts, provided that the respective Bank has accepted and signed the notice specified in the Schedule 2 (Form of Notification) or if it is otherwise permissible under Czech law;
 - b. the Pledgor shall not be entitled to withdraw or transfer any funds from the Accounts without prior written consent of the Pledgee.
- 9.3 Provision of Section 1336 (1) of the Civil Code shall not apply.

10. Representations and Warranties

- 10.1 The Pledgor makes the representations set out in this Clause 10.1 to the Pledgee on the date of this Agreement and warrants to the Pledgee that they are true, complete and not misleading and that it has made all necessary steps to make itself sure of their true, complete and not misleading character:
- a. the Pledgor has full power and authority to enter into this Agreement and to perform its obligations under this Agreement;
 - b. the Pledgor has taken all necessary corporate actions to enable the Pledgor to enter into this Agreement and to perform its obligations under this Agreement;
 - c. the Pledgor is the sole creditor of the Pledged Receivables and has full power to deal with them as required under this Agreement;
 - d. the Pledgor's obligations under this Agreement are valid and enforceable in accordance with their terms;
 - e. the Pledgor will not become insolvent by the performance of its obligations under this Agreement (within the meaning of any applicable insolvency legislation);
 - f. the Pledgor has not been nor is about to be (i) wound up, (ii) liquidated or (iii) dissolved;
 - g. the Pledged Receivables are not a subject to any other Encumbrance and the Pledge will be created as valid and enforceable first ranking pledge over the Pledged Receivables;
 - h. the Pledged Receivables are not part of the pledged enterprise;
 - i. the Pledgor has obtained all necessary consents to pledge the Pledged Receivables and the Pledgor is not limited in pledging the Pledged Receivables under this Agreement;
 - j. the Pledgor has not undertaken to assign or in any other way to deal with the Pledged Receivables, or any part thereof, in favour of the third person, unless permitted under the Finance Documents;
 - k. there is no action, suit, litigation, arbitration or other proceedings (including enforcement proceedings (in Czech: "výkon rozhodnutí") in progress, pending or to the Pledgor's

knowledge threatened against, or relating to, the Pledgor or the Pledged Receivables, which could have a Material Adverse Effect and there are no obligations of the Pledgor, which are due but not paid, relating to the Pledged Receivables which could have a Material Adverse Effect;

- l. there is no judgment, decision, injunction, rule or order of any court, government body, commission, self-government body or arbitrator in relation to the Pledged Receivables or any Account Agreement which could have a Material Adverse Effect;
- m. the Pledgor is not in default with fulfilment of any material obligations arising from any Account Agreement; and
- n. to the Pledgor's knowledge, there are no circumstances that have or could result in partial or complete invalidity or unenforceability of the Pledge, Prohibition of Dispositions, Negative Pledge or any other obligation of the Pledgor under this Agreement.

10.2 The representations made by the Pledgor in Clause 10.1 above are part of the Repeating Representations and are deemed to be repeated by the Pledgor at the same times as the Repeating Representations under the Facility Agreement.

11. Enforcement of the Pledge

- 11.1 If an Event of Default which is continuing has occurred and if any of the Secured Debt, or any part thereof, is not paid in full when it becomes due, the Pledged Receivables owed by the respective Bank pursuant to the Account Agreement will be paid directly to the Pledgee. In addition, the Pledgee is entitled to enforce the Pledge at the costs of the Pledgor in any manner permitted by law, provided that it is in line with the procedure specified in this Clause 11 (Enforcement of the Pledge).
- 11.2 The Pledgee is obliged to notify the Pledgor in writing of the commencement of enforcement of the Pledge in line with Section 1362 of the Civil Code.
- 11.3 The Pledgee shall submit an application for registration of the commencement of enforcement of the Pledge into the Pledge Register.
- 11.4 Any time after the Secured Debt, or any part thereof, is not paid in full when it becomes due and if an Event of Default which is continuing has occurred, the Pledgee is entitled to have the Pledged Receivables assigned to it by the Pledgor upon request of the Pledgee.
- 11.5 Following the complete satisfaction of the Secured Debt, the Pledgee shall, within 20 Business Days of the Pledgor's written request, pay to the Pledgor any surplus funds from the enforcement of the Pledge exceeding the amount of the Secured Debt.

12. Duration of the Pledge

- 12.1 The Pledge, the Negative Pledge and the Prohibition of Dispositions will exist until the Secured Debt has been satisfied in full in accordance with the Finance Documents and no Commitments of the Lenders remain outstanding under the Facility Agreement.

- 12.2 If the Pledge is terminated by the due and timely payment of the Secured Debt, the Pledgee undertakes to issue a written confirmation of the termination of the Pledge within 20 Business Days of receiving a written request from the Pledgor.

13. Communication

- 13.1 The provisions of Clause 31 (*Notices*) of the Facility Agreement apply to all Communications of the Parties under this Agreement.

14. Assignment

- 14.1 If the Pledgee assigns and/or transfers its rights and obligations (or a part thereof) to any third party or any Pledgee's successor, even as a result of assignment of a contract within the meaning of Sections 1895-1900 of the Civil Code, the Pledge and all other Pledgee's rights (or the relevant part thereof) under this Agreement will be transferred to that successor or third party.
- 14.2 The Pledgor consents to any assignment by the Pledgee referred to in Clause 14.1 above, including the assignment of this Agreement by the Pledgee within the meaning of Sections 1895-1900 of the Civil Code and undertakes if requested by the Pledgee or Security Agent, whom the rights or obligations have been assigned, to confirm its consent to the assignment and/or transfer in writing.
- 14.3 The rights and obligations of the Pledgor may not be assigned or otherwise transferred, not even as a result of assignment of a contract (within the meaning of Sections 1895-1900 of the Civil Code).
- 14.4 In the event the Pledgee assigns the Agreement, the assignment is effective for the Pledgor as of the moment of notification of the assignment of the Agreement by the Pledgee or as of the moment the assignee gives evidence of the assignment to the Pledgor.
- 14.5 The Pledgee is liberated from its obligations against the Pledgor to the extent of the assignment as of the moment of the assignment.
- 14.6 The Parties exclude the application of Section 1899 of the Civil Code and stipulate that the assigned party shall not prevent the consequences mentioned in Clause 14.5 above by announcing to the assignor that it refuses the liberation of the assignor.

15. Language

- 15.1 This Agreement has been executed in three originals in English.

16. Governing Law and Jurisdiction

- 16.1 This Agreement and all non-contractual obligations arising out of or in connection with this Agreement are governed by Czech law.

- 16.2 The courts of the Czech Republic have jurisdiction to settle any disputes between the Parties arising out of or in connection with this Agreement (including disputes relating to non-contractual obligations arising out of or in connection with this Agreement and disputes regarding the existence, validity or termination of this Agreement).

17. Final provisions

- 17.1 This Agreement becomes valid and effective upon its signature by both Parties.
- 17.2 The Pledgee may object the invalidity of this Agreement and/or of its amendment due to its lack of a legal form at any time, even if the Agreement has already started to be performed.
- 17.3 All rights of the Pledgee arising out of this Agreement or breach of this Agreement shall lapse within ten years from the date on which the right could have been exercised for the first time.
- 17.4 The Parties exclude any deduction of rights and obligations which are out of the scope of the express provisions of the Finance Documents and which may be deduced from any current or future business practices maintained among the Parties, maintained in general and business practices maintained in the industry relating to the subject of the performance under this Agreement, unless they are expressly agreed upon in this Agreement. In addition to the aforesaid, the Parties confirm that they are not aware of any established practice or business customs between them.
- 17.5 This Agreement contains all provisions concerning the subject of this Agreement and provisions concerning all aspects that the Parties should have agreed upon and wanted to agree upon in this Agreement, and the Parties reached an agreement on all conditions, the fulfilment of which they deem to be important for the binding effect of this Agreement. No action of either Party made during the negotiations of this Agreement, nor any action made after the conclusion of this Agreement, will be interpreted in contrary to the express provisions of this Agreement nor will such action create any obligations of any Party.
- 17.6 This Agreement and the Existing Finance Documents are not mutually dependent agreements within the meaning of Section 1727 of the Civil Code.
- 17.7 The Parties have communicated to each other all actual and legal factors which they knew or should have known about at the date of this Agreement, and which are relevant to the conclusion of this Agreement.
- 17.8 A response of a Party to this Agreement, within the meaning of Section 1740(3) of the Civil Code, with an addition or deviation will not be considered as an acceptance of the offer to enter into this Agreement, even if such response does not substantially alter the terms of the offer.
- 17.9 The Parties assume the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code in particular the risk of change of interest rates, exchange rates and the risk of change in level of inflation and/or deflation.
- 17.10 For the avoidance of doubt, the Parties confirm that they are entrepreneurs, they conclude this Agreement during the course of their business, and therefore Section 1793 (laesio enormis) and Section 1796 (usury) of the Civil Code do not apply to this Agreement.

- 17.11 Should any of the provisions of this Agreement be putative (non-existent; in Czech: "zdánlivý"), the effect of this defect on other provisions of this Agreement will be determined in accordance with Section 576 of the Civil Code.
- 17.12 The Parties hereby exclude the application of the following provisions of the Civil Code to this Agreement: Section 557, Sections 1799 and 1800, and Section 1805(2).
- 17.13 The Parties hereby explicitly confirm that the fundamental conditions of this Agreement are a result of the negotiations of the Parties and that each Party had the possibility to influence the content of the fundamental conditions of this Agreement.
- 17.14 If any severable provision of this Agreement is or becomes invalid or unenforceable, then such provision will not invalidate any of the remaining provisions of this Agreement. In this case, the Pledgor agrees, within twenty (20) Business Days of the Pledgee's request, to enter into an amendment to this Agreement to replace the invalid or unenforceable provision with a valid and enforceable provision of similar economic effect, taking into account the Pledgee's reasonable requirements. The Pledgor further agrees to take any other actions and to enter into any other arrangement with the Pledgee (in a form and content acceptable for the Pledgee) which the Pledgee may reasonably require.
- 17.15 This Agreement is a Finance Document.
- 17.16 This Agreement may be amended only in writing. Amendments made via e-mail or other means of electronic communication are not deemed as made in writing.
- 17.17 This Agreement has been entered into in two (2) counterparts, each Party shall retain one counterpart.

Signature page

In [place] on [DD-MM-YYYY]

On behalf of [REDACTED]

|

[REDACTED]

|

[REDACTED]

In [place] on [DD-MM-YYYY]

On behalf of **Exportní garanční a pojišťovací společnost, a.s.**

Ing. David Havlíček, Ph.D., CFA

Schedule 1 – Accounts

Banks	Type of account	Account No./IBAN	Currency	Date of relevant Account Agreement (including dates of amendments)
████████████████████ ████████████████████ ████████████████████ ████████	██████████	███ ██████████	███	███
████████████████████ ████████████████████ ████████████████████ ████████	██████████	███ ██████████	███	███
████████████████████ ████████████████████ ████████████████████ ████████	██████████	███ ██████████	███	███
████████████████████ ████████████████████ ████████████████████ ████████████████████	██████████	██████████	███	███
████████████████████ ████████████████████ ████████████████████ ████████	██████████	██████████	███	███
████████████████████ ████████████████████ ████████████████████ ████████	██████████	██████████	███	███
████████████████████ ████████████████████	██████████	██████████	███	███

[REDACTED]				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Schedule 2 – Form of notification

[REDACTED]

|

Notice of Pledge

[REDACTED]

|

[REDACTED]

[REDACTED]

[REDACTED]

|

The Pledgor and the Pledgee unconditionally instruct and authorize you to perform the following acts as soon as reasonably practicable following your receipt of a written notice from the Pledgee entitled "Enforcement Notice" which is addressed and delivered to [REDACTED]

|

to pay or to release any money standing to the credit of the Account(s), in accordance with any instructions which you receive from the Pledgee; and

not to permit any withdrawal by the Pledgor of any money standing to the credit of the Account(s), without the prior written consent of the Pledgee and to hold all such money to the order of the Pledgee.

The Pledgee hereby confirms that until you receive an Enforcement Notice you may operate each Account in the ordinary course in accordance with the existing mandate relating to that Account.

In accordance with the terms and conditions applicable to the Account(s), the Pledgor and the Pledgee acknowledge and agree that you may charge, in connection with this notice, a monthly fee per Account as notified to the Pledgor.

If required by you, the Pledgee will complete such documentation as you may reasonably request to establish the authority and identity of individuals issuing instructions on its behalf.

The instructions and authorizations which are contained in this notice shall remain in full force and effect until (i) the Pledgor and the Pledgee together give you five (5) calendar days notice in writing revoking them, or (ii) you give the Pledgor and the Pledgee twenty (20) calendar days' written notice terminating this notice and your acknowledgement of this notice.

You may comply with the instructions contained in this notice, and any instruction, request or communication delivered in connection with it, without (i) verifying the authority of the persons executing such notice, instruction, request or communication to act on behalf of the Pledgor or the Pledgee, (ii) without verifying the authenticity of such notice, instruction, request or communication and (iii) without any enquiry as to the justification for or validity of any such notice, instruction, request or communication. You are entitled to rely on any notice or instruction from, or allegedly from, the Pledgee or the Pledgor that appears on its face to be genuine and correct. You shall not be liable to the Pledgor or the Pledgee for any action taken under this notice, or

with respect to the Account(s), if such action is undertaken in good faith in accordance with this notice or pursuant to an instruction, request or communication that appears on its face to be from the Pledgee or the Pledgor. To the maximum extent permitted by law, you shall not be liable to the Pledgor or the Pledgee for indirect, incidental, consequential or special damages or any increased costs or expenses or any loss of profit, business, contracts, revenues or anticipated savings.

You are not obliged to comply with any instructions received from the Pledgee or the Pledgor or to undertake the transactions set out in this notice or an Enforcement Notice where (a) due to circumstances not within your reasonable control you are unable to comply with such instructions, or (b) to comply with such instructions would in your reasonable opinion be contrary to any court order or applicable law. In the event that you are unable to comply with any instructions due to the circumstances set out in this paragraph, you shall not be responsible for any loss whatsoever caused to the Pledgee or to the Pledgor.

The Pledge shall not have any effect on your right to set-off at any time and without prior notice any of your claims (whether matured or unmatured) vis-à-vis the Pledgor against any of the Pledged Receivables (whether matured or unmatured) and you shall thus be fully entitled, regardless of any rights of the Pledgor and the Pledgee, to debit amounts corresponding to any of your claims (whether matured or unmatured) from the Account(s).

9 The Pledgor agrees to indemnify you in full against all liabilities, damages, claims, losses, costs, expenses or demands suffered by you or made against you in connection with this notice, save to the extent that such liability, damage, claim, loss, cost, expense or demand is suffered by you or made against you as a result of your willful misconduct or fraud. The instructions and authorizations in this notice supersede any instructions and authorizations to the contrary given to you by or on behalf of the Pledgor.

It is acknowledged by the Pledgor and the Pledgee that you are not bound by, and have no knowledge of, the terms and conditions of the Pledge or any related document (other than this notice) and no implied duties or obligations of you shall be read into this notice, your acknowledgement or any Enforcement Notice.

This notice may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one instrument.

This notice is governed by Czech law. Any disputes arising in connection with this notice shall be exclusively resolved by the competent court of the Czech Republic, in the jurisdiction of territorial competence of which is the registered seat of Komerční banka a.s.

Please acknowledge your acceptance of the instructions and authorisations contained in this notice by signing the attached Form of Acknowledgement and returning it to the Pledgee at Vodičkova 34/701, 111 21 Praha 1, Czech Republic, copied to us at [REDACTED]

|

Yours faithfully

[REDACTED]

|

Represented by

Name:

Position:

Represented by

Name.

Position:

Exportní garanční a pojišťovací společnost, a.s.

Represented by

Name:

Position: under power of attorney

Acknowledgement of Notice of Pledge

To: Exportní garanční a pojišťovací společnost, a.s.,
Vodičkova 34/701, 111 21 Praha 1, Czech republic

Copy: [REDACTED]
[REDACTED]
[REDACTED]

Dated:

Dear Sirs

Notice of Pledge dated

We hereby acknowledge receipt of the notice (a copy of which is attached hereto) dated
and addressed to us by the Pledgor and the Pledgee regarding the accounts [REDACTED]
[REDACTED]

█ We confirm that we accept the instructions and authorizations contained in the notice and agree
to comply with the terms thereof.

[REDACTED]
█ Notice of Pledge
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

|

1. The Pledgor and the Pledgee unconditionally instruct and authorize you to perform the following acts as soon as reasonably practicable following your receipt of a written notice from the Pledgee entitled "Enforcement Notice" which is addressed and delivered to [REDACTED]

(a) [REDACTED] to pay or to release any money standing to the credit of the Account(s), in accordance with any instructions which you receive from the Pledgee; and

(b) [REDACTED] not to permit any withdrawal by the Pledgor of any money standing to the credit of the Account(s), without the prior written consent of the Pledgee and to hold all such money to the order of the Pledgee.

2. The Pledgee hereby confirms that until you receive an Enforcement Notice you may operate each Account in the ordinary course in accordance with the existing mandate relating to that Account.

3. In accordance with the terms and conditions applicable to the Account(s), the Pledgor and the Pledgee acknowledge and agree that you may charge, in connection with this notice, a monthly fee per Account as notified to the Pledgor.

4. If required by you, the Pledgee will complete such documentation as you may reasonably request to establish the authority and identity of individuals issuing instructions on its behalf.

5. The instructions and authorizations which are contained in this notice shall remain in full force and effect until (i) the Pledgor and the Pledgee together give you five (5) calendar days notice in

writing revoking them, or (ii) you give the Pledgor and the Pledgee twenty (20) calendar days' written notice terminating this notice and your acknowledgement of this notice.

6. You may comply with the instructions contained in this notice, and any instruction, request or communication delivered in connection with it, without (i) verifying the authority of the persons executing such notice, instruction, request or communication to act on behalf of the Pledgor or the Pledgee, (ii) without verifying the authenticity of such notice, instruction, request or communication and (iii) without any enquiry as to the justification for or validity of any such notice, instruction, request or communication. You are entitled to rely on any notice or instruction from, or allegedly from, the Pledgee or the Pledgor that appears on its face to be genuine and correct. You shall not be liable to the Pledgor or the Pledgee for any action taken under this notice, or with respect to the Account(s), if such action is undertaken in good faith in accordance with this notice or pursuant to an instruction, request or communication that appears on its face to be from the Pledgee or the Pledgor. To the maximum extent permitted by law, you shall not be liable to the Pledgor or the Pledgee for indirect, incidental, consequential or special damages or any increased costs or expenses or any loss of profit, business, contracts, revenues or anticipated savings.

7. You are not obliged to comply with any instructions received from the Pledgee or the Pledgor or to undertake the transactions set out in this notice or an Enforcement Notice where (a) due to circumstances not within your reasonable control you are unable to comply with such instructions, or (b) to comply with such instructions would in your reasonable opinion be contrary to any court order or applicable law. In the event that you are unable to comply with any instructions due to the circumstances set out in this paragraph, you shall not be responsible for any loss whatsoever caused to the Pledgee or to the Pledgor.

8. The Pledge shall not have any effect on your right to set-off at any time and without prior notice any of your claims (whether matured or unmatured) vis-à-vis the Pledgor against any of the Pledged Receivables (whether matured or unmatured) and you shall thus be fully entitled, regardless of any rights of the Pledgor and the Pledgee, to debit amounts corresponding to any of your claims (whether matured or unmatured) from the Account(s).

9. The Pledgor agrees to indemnify you in full against all liabilities, damages, claims, losses, costs, expenses or demands suffered by you or made against you in connection with this notice, save to the extent that such liability, damage, claim, loss, cost, expense or demand is suffered by you or made against you as a result of your willful misconduct or fraud. The instructions and authorizations in this notice supersede any instructions and authorizations to the contrary given to you by or on behalf of the Pledgor.

10. It is acknowledged by the Pledgor and the Pledgee that you are not bound by, and have no knowledge of, the terms and conditions of the Pledge or any related document (other than this notice) and no implied duties or obligations of you shall be read into this notice, your

acknowledgement or any Enforcement Notice.

11. This notice may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one instrument.

12. This notice is governed by Czech law. Any disputes arising in connection with this notice shall be exclusively resolved by the competent court of the Czech Republic, in the jurisdiction of territorial competence of which is the registered seat of [REDACTED]
[REDACTED]

Please acknowledge your acceptance of the instructions and authorisations contained in this notice by signing the attached Form of Acknowledgement and returning it to the Pledgee at Vodíčková 34/701, 111 21 Praha 1, Czech Republic, copied to us at [REDACTED]
[REDACTED]

Yours faithfully

[REDACTED]

|

Represented by

Name:

Position:

Represented by

Name.

Position:

Exportní garanční a pojišťovací společnost, a.s.

Represented by

Name:

Position: under power of attorney

Acknowledgement of Notice of Pledge

To: Exportní garanční a pojišťovací společnost, a.s.,
Vodičkova 34/701, 111 21 Praha 1, Czech republic

Copy: [REDACTED]
[REDACTED]
|

Dated:

Dear Sirs

Notice of Pledge dated

We hereby acknowledge receipt of the notice (a copy of which is attached hereto) dated

and addressed to us by the Pledgor and the Pledgee regarding the [REDACTED]

[REDACTED] We confirm that we accept the instructions and authorizations contained in the

notice and agree to comply with the terms thereof.

NOTIFICATION ON ESTABLISHMENT OF PLEDGE OF THE RECEIVABLES IN THE CURRENT ACCOUNT

[REDACTED]

[address]

[address]

Att.: [Name]

In on

Notice on Pledge of Receivables

Dear Mr. / Mrs.,

we hereby notify you that under the Facility Agreement dated [date] (hereinafter referred to as the "Agreement") entered into between us, [REDACTED], with its registered office at

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

By issuing this Notice we ask you to confirm and comply with the following procedure regarding the Account and Pledged Receivables.

We and the Pledgee hereby jointly ask you:

to not exercise at any time any right of set-off against the Pledged Receivables except for a set-off of your receivables against the Client arising exclusively in connection with the Account maintenance;

to within two Business Days following the day you have duly and in accordance with this Notice received a notice on occurrence of Event of Default issued by the Pledgee block the Account and not allow the Client to dispose with the Pledged Receivables through any means and instruments of the payment system and, in order to assure such blocking of the Account, cancel all one-time or standing payment orders and direct debit instructions and only continued to make payments from the Account in favour of the Pledgee in accordance with his instructions.

Pledgee's notice on occurrence of Event of Default shall be titled „Notice on Event of Default” and it, as well as any other instruction of the Pledgee, must be delivered to your data box established under the Act No. 300/2008 Coll., on electronic transactions and authorized document conversion, as amended. Any instruction must be signed with either certified electronic signatures ('uznávaný elektronický podpis') or qualified electronic signatures ('kvalifikovaný elektronický podpis') within the meaning of Act No. 297/2016 Coll., on trust services for electronic transactions, as amended and signatories' authority to represent the Pledgee must be credibly proven to you.

Please comply with the instructions contained in this Notice. The instructions contained in this Notice may not be amended or revoked without the prior written consent of the Pledgee.

In on

In on

[Redacted]
|

Exportní garanční a pojišťovací společnost, a.s.

.....
(Signature and function)

.....
(Signature and function)

.....
(Signature and function)

.....
(Signature and function)

We hereby acknowledge the facts stated in this Notification on Establishment of Pledge of the Receivables in the Current Account and confirm that upon delivery of a Notice on Event of Default we shall act exclusively under the conditions set out in this Notification.

In on

[Redacted]
|

.....

(Signature and function)

.....

(Signature and function)

████████████████████

█

NOTIFICATION ON ESTABLISHMENT OF PLEDGE OF THE RECEIVABLES IN THE
CURRENT ACCOUNT

████████████████████

█[address]

[address]

Att.: [Name]

In on

Notice on Pledge of Receivables

Dear Mr. / Mrs.,

██
██
██
██
██

[REDACTED]

By issuing this Notice we ask you to confirm and comply with the following procedure regarding the Account and Pledged Receivables.

We and the Pledgee hereby jointly ask you:

- (i) to not exercise at any time any right of set-off against the Pledged Receivables except for a set-off of your receivables against the Client arising exclusively in connection with the Account maintenance;
- (ii) to within two Business Days following the day you have fully and in accordance with this Notice received a notice on occurrence of Event of Default issued by the Pledgee block the Account and not allow the Client to dispose with the Pledged Receivables through any means and instruments of the payment system and, in order to assure such blocking of the Account, cancel all one-time or standing payment orders and direct debit instructions and only continued to make payments from the Account in favour of the Pledgee in accordance with his instructions.

Pledgee's notice on occurrence of Event of Default shall be titled „Notice on Event of Default” and it, as well as any other instruction of the Pledgee, must be delivered to your data box established under the Act No. 300/2008 Coll., on electronic transactions and authorized document conversion, as amended. Any instruction must be signed with either certified electronic signatures ('uznávaný elektronický podpis') or qualified electronic signatures ('kvalifikovaný elektronický podpis') within the meaning of Act No. 297/2016 Coll., on trust services for electronic transactions, as amended and signatories' authority to represent the Pledgee must be credibly proven to you.

Please comply with the instructions contained in this Notice. The instructions contained in this Notice may not be amended or revoked without the prior written consent of the Pledgee.

In on In on

