

SETTLEMENT AGREEMENT

(the "Agreement")

PARTIES

(1) **Innofreight Czech s.r.o.**

a company established and existing under the laws of the Czech Republic, with its registered office at Vídeňská 186/118, Přízřenice, 619 00 Brno, Czech Republic, ID No. 056 56 176

("IF")

and

(2) **BUDAMAR LOGISTICS, a.s.**

a company established and existing under the laws of Slovakia, with its registered office at Horárska 12 Bratislava-mestská časť Ružinov 821 09, Slovakia, ID No. 35 736 046

("BL")

and

(3) **ČD Cargo Logistics, a.s.**

a company established and existing under the laws of the Czech Republic, with its registered office at Opletalova 1284/37, Prague 1 - Nové Město, postcode 110 00, Czech Republic, ID No. 279 06 931

("ČDCL")

and

(4) **Medlog Czech Republic s.r.o.**

a company established and existing under the laws of the Czech Republic, with its registered office at Plzeňská 3351/19, Prague 5 - Smíchov, postcode 150 00, Czech Republic, ID No. 117 36 712

("Medlog")

and

(5) **Terminál Mošnov, a.s.**

a company established and existing under the laws of the Czech Republic, with its registered office at Na Florenci 1332/23, Nové Město, 110 00 Prague 1, Czech Republic, ID No.: 141 98 240

(the "Company")

(IF, BL, ČDCL, Medlog and the Company are hereinafter jointly referred to as the "Parties" and individually as a "Party")

PREAMBLE

- (A) On 19 October 2022, the Parties entered into the Shareholders' Agreement setting out terms and conditions of management of the Company and on determination of their rights and obligations associated with their shareholdings in the Company (the "SHA"). The SHA was amended by the Parties on 20 December 2022.
- (B) On 20 December 2022, IF, as the transferor, and BL, ČDCL and Medlog, as the transferees, entered into the share transfer agreement (the "SPA") under which, among other, IF has transferred 1 global share certificate [REDACTED] (the "ČDCL Share") to ČDCL [REDACTED]
- [REDACTED]
- [REDACTED]
- (E) By a letter dated February 12, 2024 and dispatched by ČDCL to IF, Medlog and BL on the same day, ČDCL exercised the Exit Put Option (as defined in Article 12.1 of the SHA).

1. DEFINITIONS

For the purpose of this Agreement, the capitalized terms used therein shall bear the meanings specified below:

"**Act on Registry of Contracts**" means Act No. 340/2015 Coll., on Registry of Contracts, as amended.

"**Agreement**" means this Settlement Agreement.

"**BL**" means BUDAMAR LOGISTICS, a.s., with its registered office at Horárska 12 Bratislava-mestská časť Ružinov 821 09, Slovakia, ID No. 35 736 046.

"**BL Share**" means the global share certificate [REDACTED]

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

"**Companies Act**" means Act No. 90/2012 Coll., the Act on Business Corporations and Cooperatives (the Companies Act), as amended.

"**Company**" means Terminál Mošnov a.s., with its registered office at Na Florenci 1332/23, Nové Město, 110 00 Prague 1, Czech Republic, ID No.: 141 98 240, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 27045.

“**ČDCL**” means ČD Cargo Logistics, a.s., with its registered office at Opletalova 1284/37, Prague 1 - Nové Město, postcode 110 00, Czech Republic, ID No. 279 06 931, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 11940.

“**ČDCL CZK Bank Account**” means the bank account number [REDACTED] maintained by Československá obchodní banka, a.s.

“**ČDCL EUR Bank Account**” means the bank account number [REDACTED] maintained by Československá obchodní banka, a.s.

“**ČDCL Share**” has the meaning set out in Preamble (B).

“**Disagreement**” has the meaning set out in Article 3.2.

[REDACTED]

“**Exit Put Option**” means the Exit Put Option as defined in Article 12.1 of the SHA.

“**IF**” means Innofreight Czech s.r.o., with its registered office at Vídeňská 186/118, Přízřenice, 619 00 Brno, Czech Republic, ID No.: 056 56 176, entered in the Commercial Register maintained by the Regional Court in Brno, Section C, Insert 97188.

[REDACTED]

“**Medlog**” means Medlog Czech Republic s.r.o., with its registered office at Plzeňská 3351/19, Smíchov, 150 00 Prague 5 Czech Republic, ID No.: 117 36 712, entered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 353720.

“**Medlog Share**” means the global share certificate [REDACTED]

“**Registry of Contracts**” means the registry of contracts according to the Act on Registry of Contracts.

“**SHA**” has the meaning set out in Preamble (A).

“**SPA**” has the meaning set out in Preamble (B).

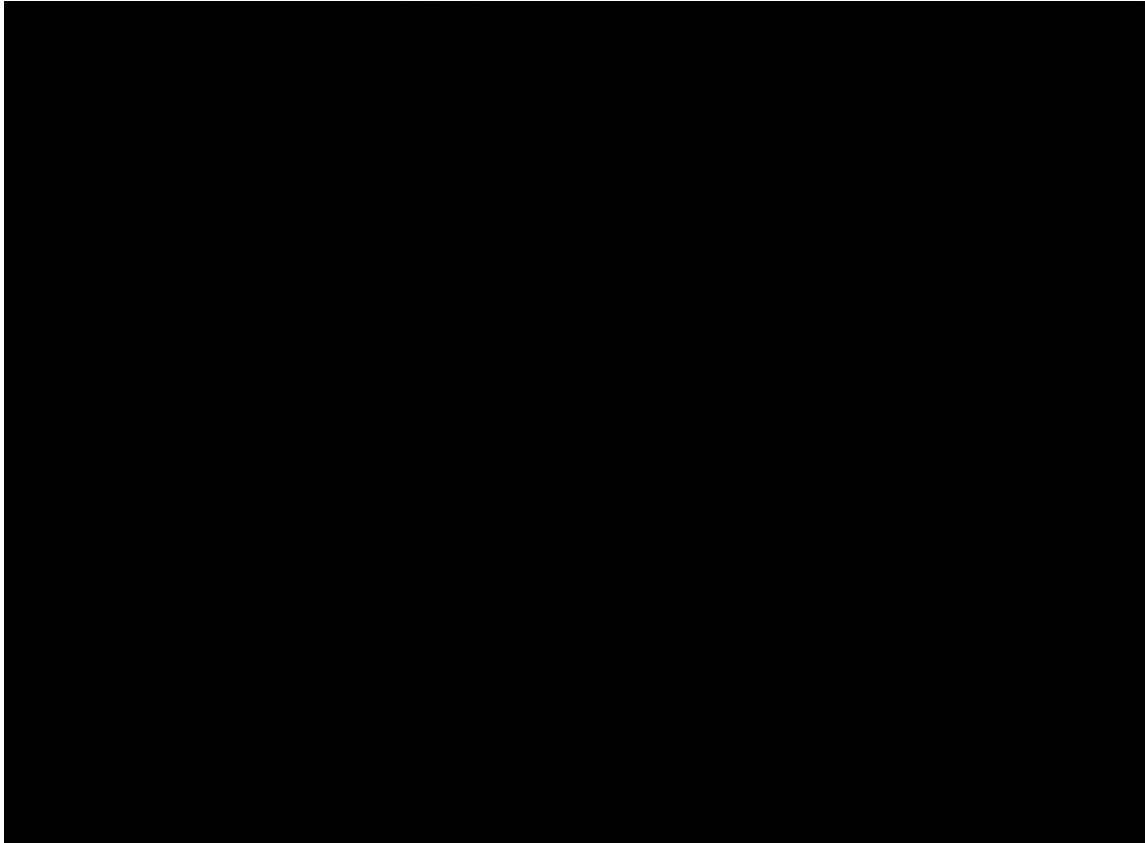
2. [REDACTED] SETTLEMENT

[REDACTED]

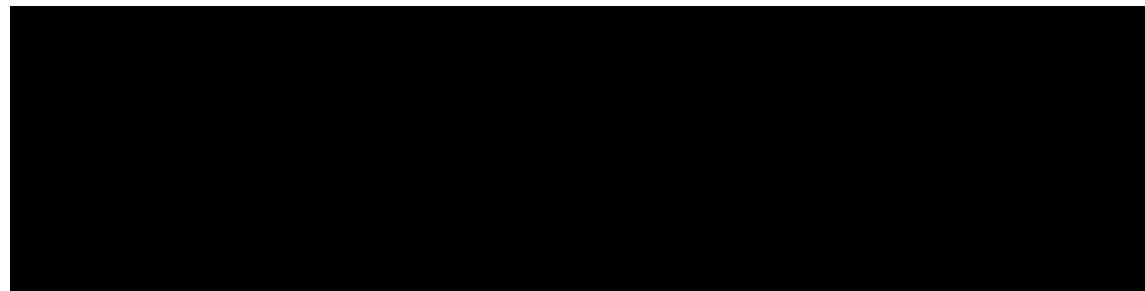
[REDACTED]

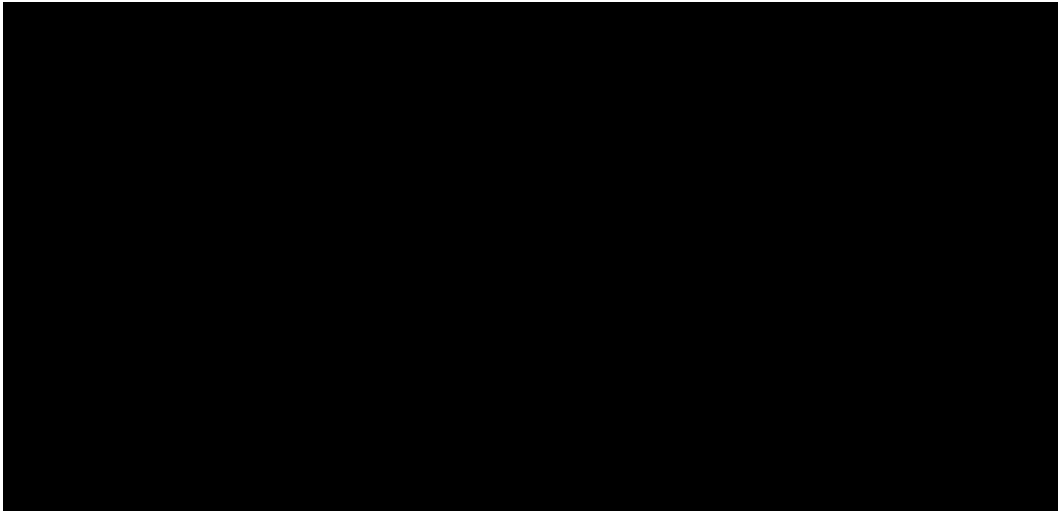
2.3 The Parties hereby settle their mutual rights, claims, demands, liabilities and obligations (including any and all future, contingent, unconditional and/or doubtful rights) between IF and ČDCL, Medlog and ČDCL, BL and ČDCL, the Company and ČDCL with respect to [REDACTED] including in particular (but not limited to) the transfer of the ČDCL Share from IF to ČDCL pursuant to the SPA, funds provided by ČDCL to IF pursuant to the SPA, the Contribution

Agreements, funds provided by ČDCL to the Company pursuant to the Contribution Agreements, the Loan Agreements, funds provided by ČDCL to the Company pursuant to the Loan Agreements, the Exit Put Option exercised by ČDCL and the SHA in the manner set forth below.



- 2.5** The Parties shall take the legal and factual actions set out in Article 2.4 one after another immediately after this Agreement is signed by all the Parties and published in the Registry of Contracts, in any case on the day of execution and registration hereof.
- 2.6** By signing of this Agreement, the Company and IF confirm that they have sufficient free monetary funds to fulfill their obligations arising herefrom. IF, Medlog and BL hereby declare that they severally and each of them up to one-third (1/3) of total amount of obligations of the Company arising from this Agreement guarantee the obligations of the Company arising from this Agreement, i.e. IF, Medlog and BL will severally each fulfill up to one-third (1/3) of total amount of the obligations of the Company arising from Article 2.4. letters c) and d) hereof towards ČDCL in case the Company fails to fulfill them duly and timely itself. The Parties agree that no written invitation from ČDCL to the Company to fulfill its obligation is needed in order to claim the payment directly from IF, Medlog or/and BL as guarantors. Non-obtainment by ČDCL of any payment due to Article 2.4. hereof in full within 20 days after the signing hereof shall be considered as a significant breach of this Agreement within the meaning of Section 1977 of the Civil Code.



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- 2.9 For avoidance of any doubt, ČDCL hereby declares and confirms that upon fulfilment of all legal and factual actions set out in Article 2.4, ČDCL will have no unsatisfied monetary or nonmonetary receivables (payable or not yet due, existing or future) or any similar rights or claims relating to [REDACTED] and this Agreement vis-à-vis the Company or the other Parties, nor has ČDCL assigned any of the above mentioned receivables or any similar rights or claims vis-à-vis the Company or the other Parties to a third person. If any of ČDCL's unsatisfied monetary or nonmonetary receivable or right or claim vis-à-vis the Company exists upon the fulfilment of all legal and factual actions set out in Article 2.4, ČDCL hereby waives in full extent any right for satisfaction of any such receivable. Further, ČDCL hereby declares and confirms that it does not and shall not have a claim(s) for a contractual penalty and/or damages under Articles 16.1 and/or 16.2 of the SHA vis-à-vis IF, Medlog or BL nor has ČDCL assigned any of the above-mentioned receivables or any similar rights or claims vis-à-vis IF, Medlog or BL to a third person. If any of ČDCL's unsatisfied monetary or nonmonetary receivable or right or claim under Articles 16.1 and/or 16.2 of the SHA vis-à-vis IF, Medlog or BL exists upon the fulfilment of all legal and factual actions set out in Article 2.4, ČDCL hereby waives in full extent its right for satisfaction of any such receivable.

3. GOVERNING LAW; DISPUTE RESOLUTION

- 3.1 This Agreement and any and all amendments hereto shall be governed by and construed in accordance with the laws of the Czech Republic.
- 3.2 The Parties shall endeavour to resolve any dispute arising under or in connection with this Agreement (the “**Disagreement**”) amicably.
- 3.3 If the Parties fail to resolve a Disagreement amicably, the Disagreement, including the issues of validity, interpretation, settlement or termination of the rights stemming from this Agreement shall be referred to a Czech court having the subject-matter jurisdiction.

4. FINAL PROVISIONS

- 4.1 If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.
- 4.2 This Agreement has been executed in 5 (five) counterparts. Each Party shall receive 1 (one) counterpart of the Agreement.
- 4.3 This Agreement shall come into effect on the day of its execution by all the Parties and publishing in the Registry of Contracts.

- 4.4 All amendments and changes hereto shall be made in writing.
- 4.5 The Parties are aware of the fact that ČDCL is an obliged person according to the Act on Registry of Contracts, and the consequences associated with this fact. The Parties take note of the fact that, pursuant to the Act on Registry of Contracts, obliged persons are obliged to publish contractual arrangements in the Registry of Contracts under penalty of non-effectiveness of such legal action.
- 4.6 The Parties have agreed that certain provisions of this Agreement contain information that cannot be provided in accordance with the regulations governing free access to information, or that they represent a trade secret, and which are subject to the discretion to redact their content before possible publication in the Registry of Contracts. The Parties have agreed that the provisions of this Agreement, which have been highlighted in yellow constitute information that cannot be disclosed under the free access to information regulations or that represent trade secrets. In the Registry of Contracts, the Agreement will be published in a version in which the information highlighted in this way will be redacted.

Místo / Place: Praha / Prague
Datum / Date: 22/04/2024

Za / For ČD Cargo Logistics a.s.

[Redacted]
Jméno / Name: Ing. Vlasta Slavíková
Funkce / Title: předseda představenstva /
Chairman of the Board of Directors

[Redacted]
Jméno / Name: Ing. Vít Mikolášik
Funkce / Title: člen představenstva
member of the Board of Directors

Místo / Place: Praha / Prague
Datum / Date: 22/04/2024

Za / For Medlog Czech Republic s.r.o.

[Redacted]
Jméno / Name: [Redacted]
Funkce / Title: based on a Power of Attorney

Místo / Place: Praha / Prague
Datum / Date: 22/04/2024

Za / For Innofreight Czech s.r.o.

[Redacted]
Jméno / Name: Petr Valach
Funkce / Title: jednatel / executive director

Místo / Place: Praha / Prague
Datum / Date: 22/04/2024

Za / For Terminal Mošnov a.s.

[Redacted]
Jméno / Name: Aleš Martinásek
Funkce / Title: předseda správní rady /
chairman of the Administrative Board

[Redacted]
Jméno / Name: Josef Polák
Funkce / Title: člen správní rady / member of
the Administrative Board

[Redacted]
Jméno / Name: Viktor Bystrian
Funkce / Title: člen správní rady / member of the
Administrative Board

Místo / Place:

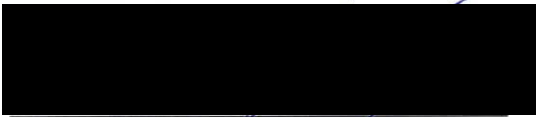
Datum / Date: 22/09/ 2024

Za / For **BUDAMAR LOGISTICS, a.s.**



Jméno / Name: Ing. Peter Malec

Funkce / Title: předseda představenstva
chairman of Board of Directors



Jméno / Name: Ing. Lubomír Loy

Funkce / Title: člen představenstva
member of the Board of Directors