



MANDATE CONTRACT

This MANDATE CONTRACT (hereinafter referred to as the "**Contract**") has been concluded pursuant to the provision of Section 2430 of the Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**Civil Code**"), between the following parties:

- (1) **Raiffeisen Bank International AG**, ID No: FN 122119m, tax ID no. ATU 57531200, with its registered seat at Am Stadtpark 9, 1030, Vienna, Austria, registered at the Commercial Register (*Firmenbuch*) administrated by Commercial Court of Vienna (*Handelsgericht Wien*), under registration number FN 122119m,

(hereinafter the "**Mandator**"),

and

- (2) **Exportní garanční a pojišťovací společnost, a.s.**, ID No: 452 79 314, with its registered seat at Praha 1, Vodičkova 34/701, Post Code 111 21, the Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 1619,

(hereinafter the "**Mandatory**"),

(The Mandator and the Mandatory hereinafter individually referred to as "**Party**" and collectively referred to as "**Parties**");

WHEREAS

- (A) on [REDACTED], the Parties concluded the insurance contract - type "D" number [REDACTED] for insurance of export buyer credit against the risk of non-payment (this insurance contract, as amended hereinafter referred to as the "**Insurance Contract**");
- (B) the subject matter of insurance under the Insurance Contract are the claims arising out of the credit contract dated [REDACTED] (hereinafter referred to as the "**Credit Contract**"), based on which the Mandator, in its capacity as credit provider, has provided the credit recipient – [REDACTED] (hereinafter referred to as the "**Debtor**"), with the credit amounting up to [REDACTED] with accessories;
- (C) the Credit Contract is intended to finance the export contract dated [REDACTED] for the supplies for the Construction of [REDACTED], which was concluded between the Debtor in its capacity as importer and the company [REDACTED], with its registered seat at [REDACTED] Czech Republic, in its capacity as exporter;
- (D) the Debtor has become insolvent and has failed to perform its obligations towards the Mandator under the Credit Contract in due and timely manner - i.e. the Debtor has failed to repay the credit provided by the Mandator to the Debtor under the Credit Contract;



- (E) consequently, the Mandator has submitted to the Mandatary a notice of threat of the insurance claim, which is registered by the Mandatary under the number [REDACTED] (hereinafter referred to as the "**Insurance Claim**");
- (F) therefore, the Mandatary has commenced the process of investigation and liquidation of the Insurance Claim (hereinafter referred to as the "**Liquidation**"). The Mandatary is also interested in ensuring that the Mandator's claims against the Debtor under the Credit Contract are repaid to the fullest extent possible (hereinafter referred to as the "**Recovery**");
- (G) the Parties are jointly interested in that the Mandatary, on behalf of the Mandator, will negotiate with the Debtor and other concerned parties and take all steps and make all juridical acts leading to the restructuring of the respective insurance case as to achieve the highest possible satisfaction of the Mandator's claims against the Debtor under the Credit Contract (hereinafter referred to as the "**Restructuring**");

THE PARTIES AGREE AS FOLLOWS:

1 The subject matter and purpose of the Contract, declaration of the Parties

- 1.1 Subject matter of the Contract. The subject matter of this Contract is to govern the selected rights and obligations of the Parties in connection with the Debtor, the Insurance Claim, the Recovery and the Restructuring.
- 1.2 Purpose of the Contract. Subject to the terms and conditions set forth in this Contract, the Mandatary is authorized to represent the Mandator (i.e., to act on behalf of and on the account of the Mandator) in its dealings with the Debtor and other affected parties ([REDACTED]). regarding the Insurance Claim, the Recovery and the Restructuring.
- 1.3 Permissions of the Mandatary. To this purpose, the Mandatary is authorized to take all necessary steps and/or expedient actions and arrangements and/or representations on behalf of the Mandator ([REDACTED]) as the Mandatary shall deem appropriate with respect to the proper performance of the purpose of this Contract.
- 1.4 Declaration of the Parties. For avoidance of any doubt, the Parties represent and warrant that:
 - 1.4.1 the Liquidation and the Recovery are completely independent agendas associated with the Insurance Claim, and the exercise of the rights and obligations of the Parties under this Contract shall have no effect on the rights and obligations of the Parties under the Insurance Contract;
 - 1.4.2 the Recovery process has no effect on the Liquidation process (and vice versa);
 - 1.4.3 this Contract shall in no way affect the rights or obligations of the Parties under



the Insurance Contract (i.e. this Contract is not and shall not be construed as an amendment to the Insurance Contract);

- 1.4.4 The Mandatary shall in no way be responsible for the outcome of negotiations with the Debtor and third parties regarding the Recovery and Restructuring - i.e. the Mandatary is not liable and does not warrant for whether the negotiations regarding the Recovery and the Restructuring will be successful or not, and if so to what extent; and

2 Duties of the Mandatary

2.1 Duties of the Mandatary. The Mandatary shall:

- 2.1.1 carry out its activities representing the Mandator with professional care and in accordance with the law and the Mandator's instructions so that the purpose of this Contract may be achieved;
- 2.1.2 inform the Mandator without undue delay of any significant circumstances, deficiencies, impending and emerging risks and/or problems of which the Mandatary becomes aware within the performance of its duties under this Contract;
- 2.1.3 request the opinion of the Mandator on the significant circumstances or parameters of the Recovery and the Restructuring and the approval of the contents of the [REDACTED] Memorandum or bilateral contract with the Debtor regarding the Recovery and the Restructuring; and
- 2.1.4 perform its duties under this Contract personally or through its employees. With the Mandator's consent, the Mandatary may also perform its duties under this Contract through third parties.

3 Duties of the Mandator

3.1 Duties of the Mandator. The Mandator shall:

- 3.1.1 provide the Mandatary with all necessary cooperation for the proper performance of the Mandatary's obligations under this Contract and the fulfilment of the purpose of this Contract;
- 3.1.2 inform the Mandatary without undue delay of all matters or facts necessary for the proper performance of the Mandatary's obligations under this Contract and the fulfilment of the purpose of this Contract;
- 3.1.3 communicate efficiently with the Mandatary, respond promptly to Mandatary's questions and requests and not unreasonably delay in granting opinions and consents required by this Contract or refuse to grant them; and
- 3.1.4 grant a power of attorney to the Mandatary to negotiate with the Debtor and third



parties on behalf of the Mandator with respect to the Recovery and the Restructuring, and not revoke it during the duration of this Contract.

4 Remuneration and reimbursement of expenses of the Mandatary

- 4.1 Mandatary's activities free of charge, expenses according to the Insurance Contract. The Parties agree that the Mandatary shall not be entitled to any remuneration for performing activities under this Contract. This shall be without prejudice to the Mandatary's right to be reimbursed for expenses, fees and costs (e.g. travel, accommodation, consultancy costs, etc.) incurred in the performance of the Mandatary's obligations under this Contract. Such reimbursement shall be made in accordance with the Insurance Contract and the related insurance terms and conditions.

5 Correspondence

- 5.1 Form of communication and rules of delivery. The Parties agree that any transfer of communications and/or information pursuant to this Contract shall be primarily sent to the contact persons specified in clauses 5.2 and 5.3 of this Contract and, if this is not possible, then the transfer shall be in writing and delivered to the other Party's data box (and if this is not possible, then in person or by registered post or courier service, to the address of the relevant Party).
- 5.2 Contact details of the Mandator. Any communications, information, messages, etc. to the Mandator shall be sent to the following contact persons:

[REDACTED]

[REDACTED]

- 5.5 Contact details of the Mandatary. Any communications, information, messages, etc. to the Mandatary shall be sent to the following contact persons:

[REDACTED]

[REDACTED]

5.5.2 [REDACTED]

[REDACTED]

6 Contract duration

- 6.1 Validity and effectiveness of the Contract. This Contract shall (i) become valid upon its signature by the Parties and (ii) come into force on the date of its publication in the Register of Contracts. The Parties have agreed that the Mandatary shall publish this Contract in the Register of Contracts; Mandator agrees with it.
- 6.2 Contract duration. This Contract has been concluded for a definite period, namely, until the conclusion of a contract with the Debtor regarding the Recovery and Restructuring.



- 6.3 Termination of the Contract by notice. Either Party may terminate this Contract at any time by way of notice, without giving any reason. The notice period shall be fifteen (15) days and shall commence on the date of delivery of the notice of termination to the other Party.

7 Final provisions

- 7.1 Czech governing law. This Contract and its amendments shall be governed by the laws of the Czech Republic.
- 7.2 Exclusion of selected provisions of the Civil Code. The Parties agree that for the purposes of this Contract the following provisions of the Civil code shall not apply: Sections 557, 558(2), second sentence, 1727, 1728(2), 1740(3), first sentence, 1788(2), 1792, and 1793, 1799 and 1800 of the Civil Code.
- 7.3 Exclusion of Terms and Conditions of the Parties to this Contract. The Parties further agree that neither Party's general terms and conditions shall apply to the rights and obligations under this Contract.
- 7.4 Written form of amendments to this Contract. Any changes or amendments to this Contract shall only be made by a written amendment duly signed by both Parties.
- 7.5 Severability. In case that any provision of this Contract is or becomes invalid, ineffective or unenforceable, the remaining provisions of this Contract shall remain valid and effective unless the nature of such invalid, ineffective or unenforceable provision or the contents thereof or the circumstances under which it was entered into show that it cannot be severed from the remainder of this Contract. In such event, the parties agree to replace the invalid, ineffective or unenforceable provision of this Contract with another provision that best corresponds in content, purpose and intent to the original provision and to this Contract as a whole. In this regard, the Parties agree to negotiate in good faith and effectively to reach agreement on such replacement of the invalid, ineffective or unenforceable provision and to conclude any necessary amendment to this Contract.
- 7.6 Dispute Resolution. All disputes arising out of this Contract shall primarily be settled amicably, and, if it is not possible, by a competent court in the Czech Republic.
- 7.7 Annex to the Contract. The following Annex to this Contract forms an integral part of this Contract:

Annex 1: Form of the Power of Attorney granted to the Mandatary
- 7.8 Counterparts of the Contract. This Contract shall be drawn up in two (2) counterparts, each of which shall be an original. Each Party shall receive one (1) counterpart.
- 7.9 Final declaration of the Parties. The Parties hereby declare that they have duly read this Contract, that they have fully understood its contents, that the Contract is an expression of their true and free will and that they or their authorized representative affixes their handwritten signature below as evidence of their agreement to the contents of the Contract.



[THE SIGNATURES OF THE PARTIES ARE CONTAINED ON THE FOLLOWING PAGE]

In Prague on _____

Raiffeisen Bank International AG

Name:

Function:

In Prague on _____

**Exportní garanční a pojišťovací
společnost, a.s.**

Name:

Function:

In Prague on _____

Raiffeisen Bank International AG,

Name:

Function:

In Prague on _____

**Exportní garanční a pojišťovací
společnost, a.s.**

Name:

Function:



PLNÁ MOC

My, níže podepsaná společnost,

Raiffeisen Bank International AG, IČ: 122119m, DIČ: ATU 57531200, se sídlem Am Stadtpark 9, 1030, Vídeň, Rakousko, zapsaná v obchodním rejstříku (*Firmenbuch*) vedeném Komerčním soudem ve Vídni (*Handelsgericht*), pod registračním číslem FN 122119m, (dále jen „**Zmocnitel**“),

tímto zmocňujeme společnost

Exportní garanční a pojišťovací společnost, a.s., IČO: 452 79 314, se sídlem Praha 1, Vodičkova 34/701, PSČ 111 21, Česká republika, zapsaná v obchodním rejstříku vedeném u Městského soudu v Praze, oddíl B, vložka 1619 (dále jen „**Zmocněnec**“),

aby v plném rozsahu zastupoval Zmocnitele a za něj a jeho jménem činil veškerá právní jednání či jiné úkony v souvislosti s obchodním (pojistným) případem, jehož předmětem jsou pohledávky vyplývající ze smlouvy o úvěru ze dne [REDACTED], která byla uzavřena mezi Zmocnitelem, v pozici úvěrujícího, [REDACTED] v pozici úvěrovaného (dále jen „**Dlužník**“), kterou byl Dlužníku poskytnut úvěr až do výše [REDACTED] s příslušenstvím. Tyto pohledávky jsou pojištěny pojistnou smlouvou typu „D“ číslo [REDACTED] pro pojištění vývozního odběratelského úvěru proti riziku nezaplacení.

POWER OF ATTORNEY

We, the undersigned company,

Raiffeisen Bank International AG, ID No: FN 122119m, tax ID no. ATU 57531200, with its registered seat at Am Stadtpark 9, 1030, Vienna, Austria, registered at the Commercial Register (*Firmenbuch*) administrated by Commercial Court of Vienna (*Handelsgericht Wien*), under registration number FN 122119m, (hereinafter the “**Principal**”),

hereby empower and authorize the company

Exportní garanční a pojišťovací společnost, a.s., ID No: 452 79 314, with its registered seat at Praha 1, Vodičkova 34/701, Post Code 111 21, the Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 1619 (hereinafter the “**Agent**”),

to represent the Principal in all legal matters and to make on behalf of Principal all legal actions in connection with the business (insurance) case, whose subject matter are the receivables arising out of the credit contract dated [REDACTED], which was concluded between the Principal, in its capacity as the creditor, [REDACTED] in its capacity as the credit recipient (hereinafter referred to as the “**Debtor**”), based on which the Debtor has been provided with the credit amounting up to [REDACTED] with accessories. These receivables are insured under the insurance contract type “D” number [REDACTED] for



the insurance of an export buyer credit against the risk of non-payment.

Zmocněnec je v zastoupení Zmocnitele oprávněn zejména, nikoliv však výlučně:

On behalf of the Principal, the Agent is authorised in particular, but not exclusively to:

[REDACTED]

[REDACTED]

Zmocněnec je dále oprávněn učinit všechny potřebné kroky a/nebo účelné úkony a opatření a/nebo prohlášení související s výše uvedenými záležitostmi, které Zmocněnec uzná za vhodné s ohledem na řádné hájení zájmů Zmocnitele.

The Agent is further authorized to perform any and all necessary steps and/or legal actions and measures and/or declarations associated with above mentioned matters, which the Agent consider appropriate in regard to defending the interest of the Principal.

Zmocněnec je oprávněn pověřit dalšího zástupce, aby místo něj jednal za Zmocnitele v rozsahu této plné moci.

The Agent is entitled to grant power of attorney to another person to act on behalf of the Principal in the extent set forth in this power of attorney.

Tato plná moc se řídí českým právem.

This power of attorney is governed by the laws of the Czech Republic.

V případě rozporu mezi českou a anglickou verzí je závazná česká verze.

In case of any discrepancies between the Czech and English language versions, the Czech version shall prevail.

[PODPISY ZÁSTUPCŮ ZMOCNITELE JSOU OBSAŽENY NA NÁSLEDUJÍCÍ STRÁNCE / SIGNATURES OF REPRESENTATIVES OF THE PRINCIPAL ARE ON THE NEXT PAGE]



V Praze dne / in Prague on _____

Raiffeisen Bank International AG

[Redacted signature line]

[Redacted signature line]

[Redacted signature line]:

Úředně ověřený podpis / *Officially
authorized signature*

V Praze dne / in Prague on [Redacted]

Raiffeisen Bank International AG

[Redacted signature line]

[Redacted signature line]

[Redacted signature line]

Úředně ověřený podpis / *Officially
authorized signature*