AGREEMENT ON PROVISION FOR LEGAL SERVICES

THIS AGREEMENT ON PROVISION FOR LEGAL SERVICES (the "Agreement") was made pursuant to Act no. 85/1996 Coll., on Advocacy, as amended (the "Act on Advocacy"), and Act no. 89/2012 Coll., the Civil Code, as amended (the "Civil Code")

BETWEEN:

- (1) Česká exportní banka, a.s., a joint stock company incorporated and existing under Czech law, with its registered office at Vodičkova 34 č.p. 701, Nové Město, 111 21 Prague 1, Czech Republic, identification no. 63078333, registered in the Commercial Register maintained by the Municipal Court in Prague under file no. B 3042 (the "Client");
- (2) Clifford Chance Prague Association s.r.o., advokátní kancelář, a company incorporated and existing under Czech law, with its registered office at Jungmannova 745/24, Nové Město, 110 00 Prague 1, Czech Republic, identification no. 223 16 876, registered in the Commercial Register maintained by the Municipal Court in Prague under file no. C 413560 (the "Law Firm"); and



(the "Borrower"),

(the Law Firm, the Client and the Borrower together as the "Parties").

1. LEGAL SERVICES, REMUNERATION AND DISBURSEMENTS

- 1.1 By this Agreement the Law Firm undertakes to provide the Client with legal services (the "Legal Services") in connection with the contemplated financing of the Borrower, in the scope set forth in Schedule 1 (*Proposal of Legal Services*) hereto (the "Proposal of Legal Services"). Schedule 1 (*Proposal of Legal Services*) forms an integral part of this Agreement.
- 1.2 The Client undertakes to pay to the Law Firm remuneration for the Legal Services in amount of up to this amount together with any other future amount agreed upon between the Law Firm, the Client and the Borrower as remuneration for any other legal services agreed upon between the Law Firm, the Client and the Borrower, the "Remuneration"). The Remuneration will always be without the relevant value added tax and costs.
- 1.3 It is possible that in the process of providing the Legal Services, any legal or practical issues, complications or risks arise that could impact Client's interests and that would, as a result, therefore require further legal services from the Law Firm in addition to the agreed scope of work as described in the Proposal of Legal Services (whether such services were to include legal advice to, or consultations with, the Client as to the

analysis of such risks or issues, solving of the issues, communication with other parties, or other types of legal services). The same may cause any of the assumptions mentioned in the Proposal of Legal Services not being fulfilled. In such case the Law Firm shall inform the Client as well as the Borrower without undue delay and provide to the extent feasible a fee estimate / cap for such additional legal services for approval as soon as possible and — to the extent feasible — before commencement of provision of such additional legal services.

1.4 In addition to any remuneration paid to the Law Firm under this Agreement, the Law Firm will invoice the usual out-of-pocket expenses at cost (reasonably incurred and properly documented). These administrative expenses include secretarial expenses, record-keeping expenses (including storage, and confidential information and documents destruction expenses), accounting expenses, telephone calls, photocopying, mail and courier charges. Other reasonably incurred and properly documented expenses, such as notarial and registration and administrative fees the Law Firm charges at a full cost.

2. ACCESSION TO A DEBT, PAYMENT AND INVOICING

- 2.1 The Borrower hereby acknowledges and confirms that it will also benefit from the Law Firm's services to be provided to the Client in accordance with the Proposal of Legal Services. Therefore, the Borrower decided, pursuant to Section 1892 of the Civil Code, to accede to the Client's debt towards the Law Firm arising hereunder. The Law Firm consents with its accession to the debt. The Parties agreed that the Borrower shall fulfil, for and instead of the Client, the Client's monetary obligations towards the Law Firm described in clauses 1.2 and 1.3 above together with any costs and expenses payable to the Law Firm as specified in clause Chyba! Nenalezen zdroj odkazů. above including any applicable value added tax.
- 2.2 The Law Firm and the Client agree that the Legal Services provided by the Law Firm to the Client shall be invoiced at the end of the Transaction (as defined in the Proposal of Legal Services) in the total amount of the Remuneration, on the basis of an invoice issued to the Borrower in accordance with/upon instruction (and confirmation) of the Client, based on the accession of the Borrower to the debt of the Client (in Czech přistoupení k dluhu) pursuant to clause 2.1 above. If the Borrower, despite a reminder, does not pay at any time any part of the Remuneration, the Client undertakes to pay the relevant part of the Remuneration without undue delay.
- 2.3 The invoiced Remuneration shall be paid to the bank account of the Law Firm stated on the issued invoice. The invoice shall be payable 21 days from the day of its delivery. If requested by the Borrower or by the Client, the Law Firm shall attach to the invoice for provision of Legal Services a breakdown of the performed services including:
 - 2.3.1 the date of performance of individual activities;
 - 2.3.2 brief description of the relevant activity;
 - 2.3.3 specification of the hours spent on the activity;

- 2.3.4 persons who performed such activities; and/or
- 2.3.5 the amount of remuneration corresponding to the time spent by the given person.
- 2.4 The Parties hereby agree and acknowledge that, notwithstanding the undertaking of the Borrower set out in clause 2.1 above, the Law Firm does not owe to the Borrower any duty of care or any other professional duty as a law firm in relation to the transaction to which this Agreement relates.

3. CONFIDENTIALITY OF INFORMATION

- 3.1 In accordance with Section 21 of the Act on Advocacy and relevant rules of professional ethics, the lawyers cooperating with the Law Firm on this matter and its employees shall maintain confidentiality in regard to all information obtained in connection with provision of the Legal Services, both during the term of this Agreement and after its termination.
- 3.2 Neither the Client nor the Borrower shall disclose any documents prepared by the Law Firm (except as expressly set out in the relevant documents) or this Agreement to any third party without the prior consent of the Law Firm (which shall not be unreasonably withheld or delayed). Should it be in their interest, the Client shall mark each such document (if not already marked by the Law Firm) and the information contained therein as confidential and protected under the Act on Advocacy.

4. **DISPUTE RESOLUTION**

Any and all disputes arising under or in connection with this Agreement or as a consequence thereof, which the Parties did not preferentially resolved by agreement shall be submitted for ruling to the relevant Czech court.

5. FINAL PROVISIONS

- 5.1 The relationship between the Law Firm and the Client shall be governed by Czech law, in particular (i) by the provisions of Act on Advocacy and the Civil Code and (ii) by the relevant rules and regulations of the Czech Bar Association.
- Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by letter or e-mail. For reasons of technical practicality, electronic communication may be sent in unencrypted form, even if the content may be subject to confidentiality and banking secrecy.
- 5.3 This Agreement shall be executed in three original copies. Each of the Parties will receive one original copy of this Agreement.
- 5.4 This Agreement may be amended or supplemented only by written amendments executed by all Parties.
- 5.5 The Parties represent that this Agreement expresses their free and serious will and that they are acquainted with its entire text and, to the witness whereof, they append their signatures.

- 5.6 The Parties acknowledge that the Client, as a legal entity with majority ownership by the state, is subject to Act No. 340/2015 Coll., on the Special Requirements for the Effectiveness of Certain Contracts, the Disclosure of these Contracts and their Registration (the Contract Registy Act), as amended, and agree to the publication of this Agreement through the Contract Registry, whereby such publication shall not constitute a breach of its confidentiality obligations. The Parties have agreed that the publication of the Agreement through the Contract Registry shall be ensured by the Client.
- 5.7 This Agreement shall be valid upon its signing by all the Parties and effective upon its publication through the Contract Registry.

THIS AGREEMENT was made and came into effect on the last date stated next to the Parties' signatures below.

SCHEDULE 1 PROPOSAL OF LEGAL SERVICES

UPDATED PROPOSAL OF LEGAL SERVICES TO ČESKÁ EXPORTNÍ BANKA IN CONNECTION WITH CONTEMPLATED FINANCING ČESKÁ EXPORTNÍ BANKA, A. S. PRAGUE JUNE 2025 Œ 0 Ţ. **(** 2 7.5 Ö Ü

INTRODUCTION

CLIFFORD CHANCE

Thank you for the opportunity to submit our proposal f<u>or legal services to Česká exportní banka, a.</u>s. (the "Bank") in connection with the contemplated financing "Borrower") (the "Transaction").

Chance, are very well placed to partner you on the It would be our pleasure to support you on this Transaction and we are pleased to submit the following proposal. We feel that we, Clifford Transaction due to our:

jurisdictions and to field a dedicated team that Integrated network that has the capability to provide seamless advice through our leading transactions and works together to support regularly cooperates on cross-border finance practice in Prague and other our regional client base.

Strong leadership in finance led by a highly respected market leader in banking and finance law, capital markets and acquisition finance. managing partner Miloš Felgr,



BANKING & FINANCE The Legal 500 2025 BAND 1:

Czech Republic

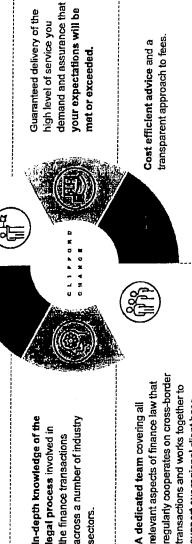
relevant aspects of finance law that transactions and works together to support our regional client base.

A dedicated team covering all



NATIONAL LAW FIRM OF THE YEAR: CZECH REP.

n-depth knowledge of the across a number of industry legal process involved in the finance transactions sectors.



transparent approach to fees. Cost efficient advice and a

We trust this presentation provides an insight into our capabilities and experience. We are very keen to work with you and would welcome the opportunity to discuss our cooperation further or tailor the offer to meet your expectations,

YOUR DEDICATED TEAM

CLIFFORD CHANCE

For the purpose of the Transaction, we will put in place a core team of lawyers, specially selected to provide you with the right level of expertise and experience whilst ensuring cost-efficiency.

the Czech Republic and CEE, being in Band 1 in all relevant directories, and is renowned for his work on Overall supervision of legal services would be provided by Milos Felgr, managing partner of the Prague office and the head of the Finance practice, who is recognised as a leading Banking & Finance lawyer in cross-border transactions originating in Prague.

estate and acquisition finance in a number of industry sectors. The team will further include associate who specializes in leveraged, project, real a banking and finance practitioner advising clients on the entire spectrum of finance Miloš will be primarily assisted by counse

transactions

To ensure seamless and timely service, the proposed team will be assisted by more junior lawyers as appropriate in order to provide the most time and cost-effective provision of legal services. Please find below contact details of the assigned team who will be happy to advise on all the issues of the proposed Transaction and answer any questions.

A CLIENT-ORIENTED APPROACH, TIMELY DEMONSTRATE PROFESSIONAL DELIVERY AND PROCESSING. EXPERIENCE, THEY

THE LAW AND VERY THEY HAVE GREAT COMMUNICATION KNOWLEDGE OF SKILLS, GOOD

Chambers & Partners 2025 Banking & Finance I Czech Republic



PROPOSAL OF LEGAL SERVICES TO ČEB – CONTEMPLATED FINANCING

SCOPE OF WORK &

, we understand that the scope of the Based on the information provided by you in your e-mai requested legal services shall be as follows:

PROPOSAL OF LEGAL SERVICES TO CEB - CONTEMPLATED FINANCING

CLIFFORD CHANCE | 5

LEGAL SERVICES

As we are very keen to work with you on this interesting Transaction and invest in our relationship, we are willing to cap our legal fees for the scope of work if all assumptions are fulfilled.

FEE CAP

fall assumptions and conditions set out in this proposal We are willing to cap our legal fees for the works set forth in Scope of Work are correct and fulfilled. section at

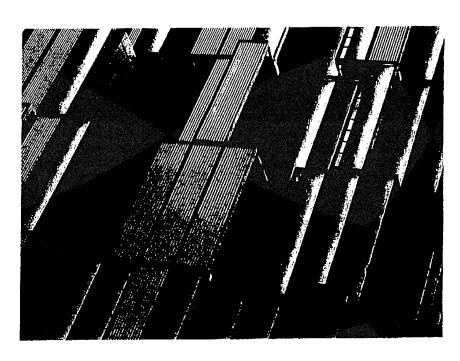
COST OF ADDITIONAL LEGAL SERVICES

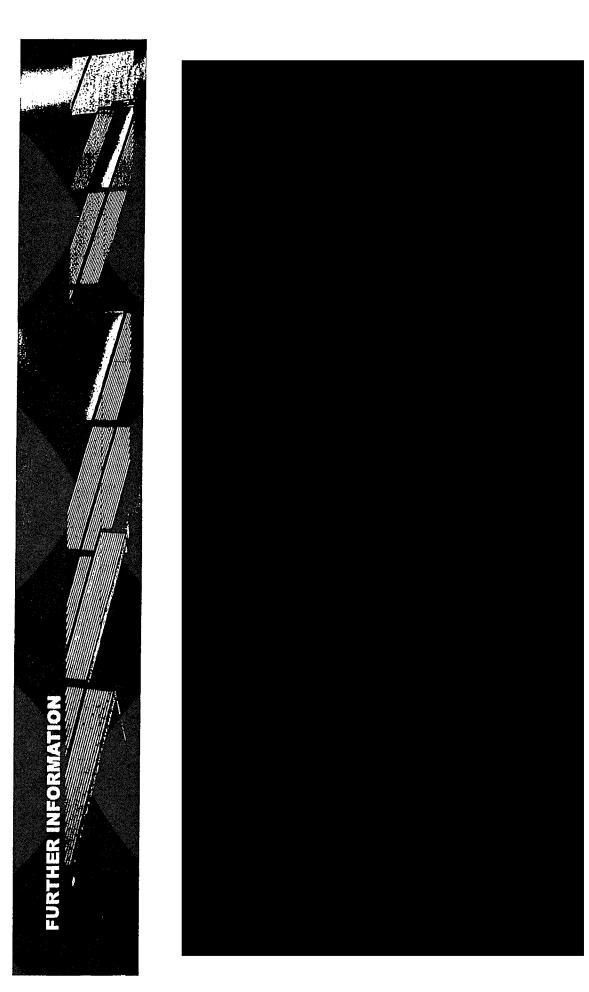
agreed scope of work or as a result of any of the assumptions not being fulfilled, and due to the nature of such services, it will not be possible to maintain a fee It is possible that further legal services would be requested in addition to the

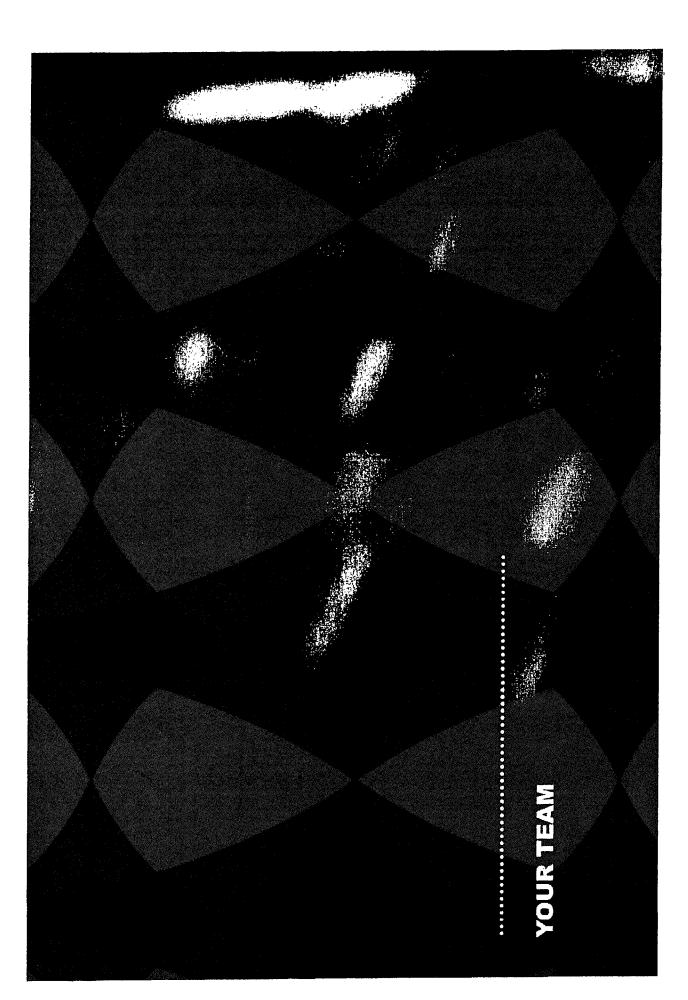
In such case, we are willing to offer you standard hourly rates, these to be provided upon request, with a

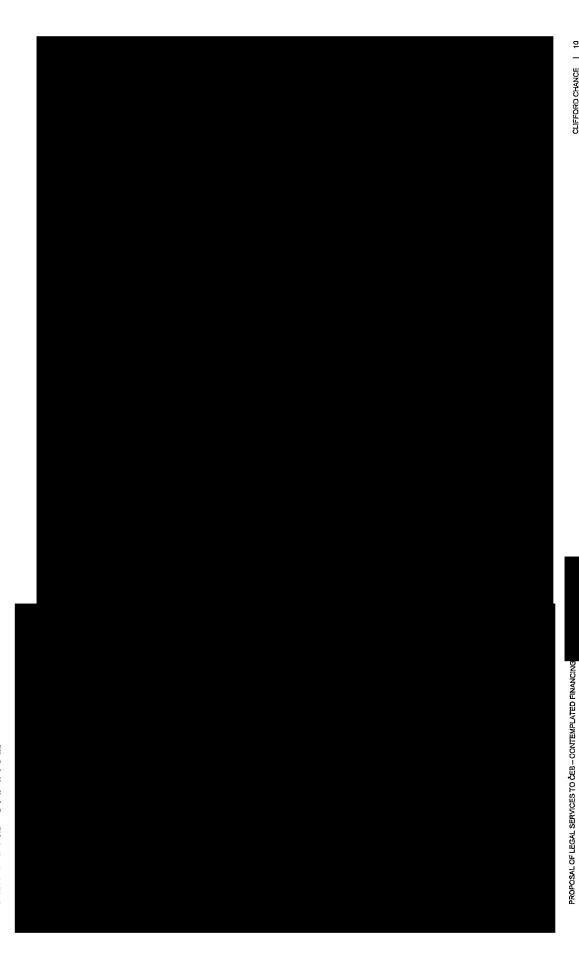
FEE UPDATES

We will let you know as soon as we believe that we have been asked to undertake any work that is outside the scope or if any of the assumptions that underpin our fee estimate becomes incorrect.









C L I F F O R D C H A N C E Clifford Chance, Jungmannova Plaza, Jungmannova 24, 110 00 Prague 1, Czech Repub © Clifford Chance Prague Association s.r.o., advokatni kancelář 2025

WWW.CLIFFORDCHANCE.COM

EXECUTION PAGES

In Prague on	
For Česká exportní banka, a.s.	
Signature:	Signature:
Name	Name:
Title:	Title:

In Prague on 44 July 2025

For Clifford Chance Prague Association s.r.o., advokátní kancelář

Signature:

Name:

Title:

In Prague on 1 July 2025

