

[REDACTED]

AGREEMENT FOR LUMP-SUM INDEMNITY

(the “Agreement”)

Exportní garanční a pojišťovací společnost, a.s.

Registered office: Vodičkova 34/701, 111 21 Prague 1, Czech Republic

Reg. No. (IČ): 45279314, Tax ID: CZ45279314

registered in the Commercial Register maintained by the Municipal Court in Prague, File No. B 1619

Represented by: Ing. David Havlíček, PhD, CFA, Chairman of the Board of Directors

(the “Insurer”)

and

Česká spořitelna, a.s.

Registered office: Olbrachtova 1929/62, 14000 Prague 4, Czech Republic

Reg. No. (IČ): 45244782

registered in the Commercial Register maintained by the Municipal Court in Prague, File No. B 1171

Represented by: [REDACTED], each pursuant to an authorization

(“Insured 1”)

and

Erste Group Bank AG

Registered office: Am Belvedere 1, 1100 Vienna, Austria

Reg. No.: FN 33209m

Represented by: [REDACTED] under a power of attorney

(“**Insured 2**”, Insured 1 and Insured 2 hereinafter also referred to as the “**Insureds**”),

(the Insurer and the Insureds hereinafter individually referred to as a “**Party**” and collectively referred to as the “**Parties**”)

I
Preamble

WHEREAS,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

with reference to a potentially variant covenant in clause 12.4.1 of the General Insurance Conditions "D" for Insurance of an Export Buyer Credit Against the Risk of Non Payment issued by the Insurer which has been effective as of 1 January 2014 (the "**General Insurance Conditions**").

- a) The Insurer and the Insureds wish to enter into this Agreement.

II
Lump-sum Indemnity

1. Considering the case development, the Borrower's financial situation and its long-term default in repaying the Credit, the Insurer and the Insureds agree, by way of derogation from clause 12.4.1. of the General Insurance Conditions, that the Insurer shall provide a lump-sum indemnity for the Insured Receivables that are not subject to the Investigation as of the date of this Agreement under the terms and conditions set forth in this Agreement.
2. The Insurer shall provide a lump-sum indemnity based on a duly completed and timely delivered Notification of a Threat of an Insurance Loss as described in clause III (*Last NTIL and Completion of Investigation*) below (the "**Last NTIL**").
3. The Insurer's obligation to pay out the lump-sum indemnity arises no earlier than on the date on which the assignment of claims agreement is executed by the Insureds in accordance with clause IV (*Assignment of Receivables*) hereof.
4. The Insureds acknowledge and agree that no other claims for indemnity under the Insurance Contract can be raised beyond this Agreement. This provision does not affect the right to indemnity in relation to the claims that are subject to the Investigation as of the date of this Agreement (litra e) in Preamble).

III

Last NTIL and Completion of Investigation

1. The Last NTIL may include any and all Insured Receivables, whether due or undue, including, without limitation, receivables to pay the Credit principal, receivables to pay interest on the Credit principal, and receivables to pay resource reservation fees of the Credit, which have not been included in any prior Notifications of a Threat of an Insurance Loss. By way of derogation from clause 12.1.2 of the General Insurance Conditions, the Insurer and the Insureds agree that, for the purpose of calculating these Insured Receivables, their due date shall be deemed to have occurred on [REDACTED] (the "Cutoff Date").

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. The Insureds agree to deliver the Last NTIL to the Insurer by [REDACTED] at the latest, but no earlier than after the Cutoff Date.
8. The Parties have agreed that clause 12.2.3 of the General Insurance Conditions and the time limits given in clause 12.1.2 of the General Insurance Terms & Conditions shall not apply to the Last NTIL, and that the time limits agreed in this Agreement shall apply instead.
9. The Parties have agreed that, by way of derogation from clause 11.3 of the General Insurance Conditions, the date on which the Last NTIL is delivered to the Insurer shall be deemed to be the date of the occurrence of the insured loss with respect to all Insured Receivables notified properly and in due time, in respect of which the insurance loss has not occurred yet. By way of derogation from clause 12.3.1 of the General Insurance Conditions, the time limit to complete the investigations of an insured loss in respect of the Last NTIL is one (1) month from the date the Last NTIL is delivered to the Insurer, and the time limit to complete the investigations of an insured loss in respect of any prior Notifications of a Threat of an Insurance Loss shall not extend beyond that date.

IV

Assignment of Receivables

1. The rights of the Insurer under clause 13.2 of the General Insurance Conditions shall (except as expressly provided in this Agreement) continue to apply in full, also in relation to the claims arising from interest or other accessories and other rights associated with the Insured Receivables, including, without limitation, the rights related to the claims arising from interest before and after the Cutoff Date.
2. The Insureds and the Insurer shall enter into an assignment of claims agreement, substantially in the form set out in Annex 1 to this Agreement (the "**Assignment Agreement**"), without undue delay after the Last NTIL is delivered to the Insurer and the Insurer has completed the investigations (including the issuance of all decision(s) to pay an indemnification payment by the Insurer) of an insured loss in respect of the Last NTIL and all prior Notifications of a Threat of an Insurance Loss.

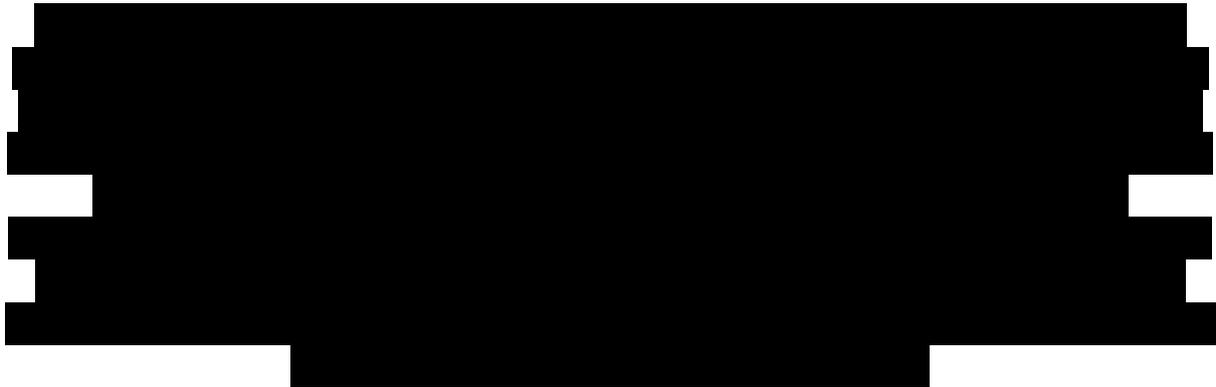
V

Final Provisions

1. The Provisions of the Insurance Contract not governed by this Agreement remain in force and effect.
2. Any amendments and additions to this Agreement may only be executed in writing.
3. The Insureds acknowledge that the Insurer, as a legal entity with the majority property interest of the state, is governed by Act No. 340/2015 Sb. [*Collection of Laws of the Czech Republic*], on Special Conditions for Effectiveness of Some Contracts, Publication of these Contracts, and the Register of Contracts (Act on the Register of Contracts). The Insureds agree with the publication of this Agreement, and this publication does not represent any breach of the Insurer's non-disclosure duty. The Parties agree that the Insurer shall ensure the Agreement's publication in the Register of Contracts.
4. The Insureds require the non-disclosure of information resulting from the obligation to protect personal data, being (i) signatures and initials of the Parties; (ii) personal data of employees of the Parties (in particular name, surname, ID number, birth number, date of birth, residence, etc.); (iii) non-public contact details of the Parties (e.g. telephone numbers, emails); and (iv) account numbers. The Insureds also acknowledge and agree that regardless of the above provisions, the agreement's metadata must always include the publication of the Parties' identification, definition of the subject matter of the agreement, the price, and if the agreement does not contain it, the value of the subject matter of the agreement, if it can be defined, and the date of execution of the

agreement, except for cases when the Parties' identification and the price (or the value of the subject matter of the agreement), forms the trade secret of the Insurer.

5. This Agreement is governed by the law of the Czech Republic. All disputes arising between the Parties from the legal relations established hereunder that cannot be resolved amicably within a reasonable period of time shall be resolved by the competent courts of the Czech Republic.
6. This Agreement comes into force and effect on the date it is signed, yet it becomes effective on the date of its publication in the Register of Contracts at the earliest.
7. This Agreement is executed in **three (3)** counterparts in the English language. Each Party shall receive one (1) counterpart.



The signature page follows

Česká spořitelna, a.s. as Insured 1

In Prague, on 14 November 2025

By: [REDACTED]
Title: pursuant to an authorization

By: [REDACTED]
Title: pursuant to an authorization

Erste Group Bank AG as Insured 2

In Prague, on 14 November 2025

By: [REDACTED]

Title: under a power of attorney

Exportní garanční a pojišťovací společnost, a.s. as the Insurer

....., date:

By: Ing. David Havlíček, PhD, CFA

Title: Chairman of the Board of Directors

Annex 1 to the Agreement for Lump-Sum Indemnity

[REDACTED]

ASSIGNMENT OF CLAIMS AGREEMENT

Exportní garanční a pojišťovací společnost, a.s.

Registered office: Vodičkova 34/701, 111 21 Prague 1, Czech Republic,

Reg. No. (IČ): 45279314, Tax ID: CZ45279314

registered in the Commercial Register maintained by the Municipal Court in Prague, File No. B 1619

Bank details: *Česká národní banka* (Czech National Bank), Account No. [● – to be specified]

Represented by: [● – to be specified]

(the “**Insurer**” or “**Assignee**”)

and

Česká spořitelna, a.s.

Registered office: Olbrachtova 1929/62, Post Code 14000, Prague 4, Czech Republic

registered in the Commercial Register maintained by the Municipal Court in Prague, File No. B 1171

Reg. No. (IČ): 45244782

Represented by: [● – to be specified]

(“**Insured 1**” or “**Assignor 1**”)

and

Erste Group Bank AG

Registered office: Am Belvedere 1, Post Code 1100, Wien, Austria

Reg. No.: FN 33209m

Represented by: [● – to be specified]

(“**Insured 2**” or “**Assignor 2**”)

(Insured 1/Assignor 1 and Insured 2/Assignor 2 hereinafter also referred to as the “**Insureds**” or the “**Assignors**”)

(the Assignee and the Assignors hereinafter individually referred to as a “**Party**” and collectively referred to as the “**Parties**”)

In connection with [REDACTED]
[REDACTED] (the “**Insurance Contract**”), the Parties hereby enter into this Assignment of Claims Agreement (the “**Assignment Agreement**”):

Preamble

- a) The Parties declare that on [● – to be specified], they entered into the Agreement for Lump-sum Indemnity (the “**Agreement**”). The payout of the indemnity under the Agreement is conditioned by the execution of this Assignment Agreement.

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

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

- d) The Insured acknowledges that this Assignment Agreement is in particular executed for the Insurer to prove, if necessary, to the Borrower or public authorities abroad that it is the actual owner of the claims indemnified by the Insurer after the execution of the Transfer Certificate (as defined below) regardless of whether the claims have passed or will pass to the Insurer upon the indemnity payment.

Subject Matter of Assignment Agreement

- 1.1 The Parties hereby undertake to enter into a transfer certificate, substantially in the form set out in Schedule 1 to this Assignment Agreement (the “**Transfer Certificate**”), pursuant to which the Assignor shall become a creditor of the Borrower with respect to all receivables of the Assignors under the Credit Contract (the “**Claims**”). The Parties shall execute the Transfer Certificate no later than fifteen days after the Assignee, in its capacity as the insurer under the Insurance Contract, has completed the investigation in respect of all Notifications of a Threat of an Insurance Loss (as defined in the Insurance Contract) submitted to it under the Insurance Contract and the Agreement, including that it issued all decision(s) on the payment of the indemnity.
- 1.2 The Claims are further specified in Schedule 1, which forms an integral part hereof.

[REDACTED]

- 1.4 The Assignors have an obligation to return to the Assignee the paid-out indemnity and other payments provided to the Assignors by the Assignee by reason of performing the Insurance Contract in the scope and subject to the terms and conditions set out in the Insurance Contract.
- 1.5 The rights and obligations of the Assignee and the Assignors arising from the Insurance Contract, which are not regulated by this Assignment Agreement, remain unchanged.
- 1.6 This Assignment Agreement:
 - a) does not limit or relieve the Assignee from its right to reduce indemnity, refuse indemnity or request indemnity's payback in the scope and subject to the terms and conditions set out in the Insurance Contract;
 - b) does not relieve the Assignors from their liability for breaching any obligation arising from the Insurance Contract nor does it restrict this liability; and

- c) does not relieve the Assignors from, or restrict, their obligation to return indemnity in the scope and subject to the terms and conditions set out in the Insurance Contract.
- 1.7 Without prejudice to clause 1.6 above, the Assignors (based on this Assignment Agreement and beyond the terms of the Insurance Contract):
- a) shall not be liable to the Assignee for the enforceability of the Claims, for their continued existence, for any deterioration in the status of the Claims, or for the financial situation of the Borrower or any other person;
 - b) shall not be liable to the Assignee for the recoverability of the Claims;
 - c) shall not, to the maximum extent permitted by any applicable law, be liable to the Assignee for any legal or factual defects of the Claims; and
 - d) do not provide the Assignee with any representations or warranties regarding the Claims or their characteristics; should the Assignee require that the Claims have any specific characteristics, such requirement shall be disregarded.
- 1.8 The Assignee represents that it is aware that all Claims may be unrecoverable and that it is familiar with the status of the Claims.

II

Consideration

- 2.1 In accordance with the terms and conditions of the Insurance Contract and the Agreement, the Assignee has already paid out and will pay to the Assignors indemnity totalling [● – to be specified after EGAP’s last investigation].
- 2.2 Without prejudice to the previous payments made by the Assignee to the Assignors as set out in clause 2.1 hereof, the Assignors shall not be entitled to any considerations having an accounting or tax impact on the Assignee in relation to the transfer of the Claims and the rights associated therewith, including any applicable Assignment or Transfer Fee, as defined under the Original Contract.

III

Rights and Obligations of the Parties

- 3.1 The Assignors agree to promptly, yet no later than within thirty (30) days from executing this Assignment Agreement, provide the Assignee with the documentation related to the Claims and the respective rights.
- 3.2 The Assignors agree to notify the Borrower (together with a copy of the duly executed Transfer Certificate) and all other entities, which can be expected to pay the Claims or whom the transfer

of the Claims concerns, within ten (10) days from executing the Transfer Certificates that the Claims have been transferred to the Assignee. The Assignors also agree to notify the entities specified above that all payments should be made to the Assignee's bank account [● – to be specified], under the payment reference number (VS): [REDACTED]; the Assignor shall immediately notify the Assignee that the notification has been sent.

- 3.3 The Assignors represent that as of the date this Assignment Agreement the Borrower has paid the Claims in the amount of: [REDACTED].
- 3.4 The Assignors shall immediately notify the Assignee of any and all, even partial, payments that the Assignors receive from the Borrower or other entities by reason of the performance of the Claims and transfer such payments received after the date the Transfer Certificate to the Assignee's account given in clause 3.2 hereof no later than within five (5) working days from receiving them.
- 3.5 The Assignors' right to indemnity arising from the Insurance Contract and the Agreement remains unaffected by the transfer of the Claims.

IV

Final Provisions

- 4.1 This Assignment Agreement may only be modified and amended by a written agreement between the Parties.
- 4.2 This Assignment Agreement is governed by the law of the Czech Republic. All disputes arising between the Parties from the legal relations established hereunder that cannot be resolved amicably within a reasonable period of time shall be resolved by the competent courts of the Czech Republic.
- 4.3 The Assignors acknowledge that the Assignee, as a legal entity with the majority property interest of the state, is governed by Act No. 340/2015 Sb. [*Collection of Laws of the Czech Republic*], on Special Conditions for Effectiveness of Some Contracts, Publication of these Contracts, and the Register of Contracts (Act on the Register of Contracts). The Assignors agree with the publication of this Assignment Agreement and the Transfer Certificate, and this publication does not represent any breach of the Assignee's non-disclosure duty. The Parties agree that the Assignee shall ensure the Assignment Agreement's and the Transfer Certificate's publication in the Register of Contracts.
- 4.4 The Assignors require the non-disclosure of information resulting from the obligation to protect personal data, being (i) signatures and initials of the Parties; (ii) personal data of employees of the Parties (in particular name, surname, ID number, birth number, date of birth, residence, etc.); (iii) non-public contact details of the Parties (e.g. telephone numbers, emails); and (iv) account numbers. The Assignors also acknowledge and agree that regardless of the above provisions,

the agreement's metadata must always include the publication of the Parties' identification, definition of the subject matter of the agreement, the price, and if the agreement does not contain it, the value of the subject matter of the agreement, if it can be defined, and the date of execution of the agreement, except for cases when the Parties' identification and the price (or the value of the subject matter of the agreement) forms the trade secret of the Assignee.

4.5 This Assignment Agreement shall become valid upon its signature by the Parties and come into force and effect on the date of its publication in the Register of Contracts

4.6 This Assignment Agreement is executed in four (4) counterparts in the English language. Each Assignor shall receive one (1) counterpart, and the Assignee shall receive two (2) counterparts.



The signature page follows

Assignor 1:

....., date:,

[•]

[•]

[•]

[•]

Assignor 2:

Prague, date:,

[•]

[•]

[•]

[•]

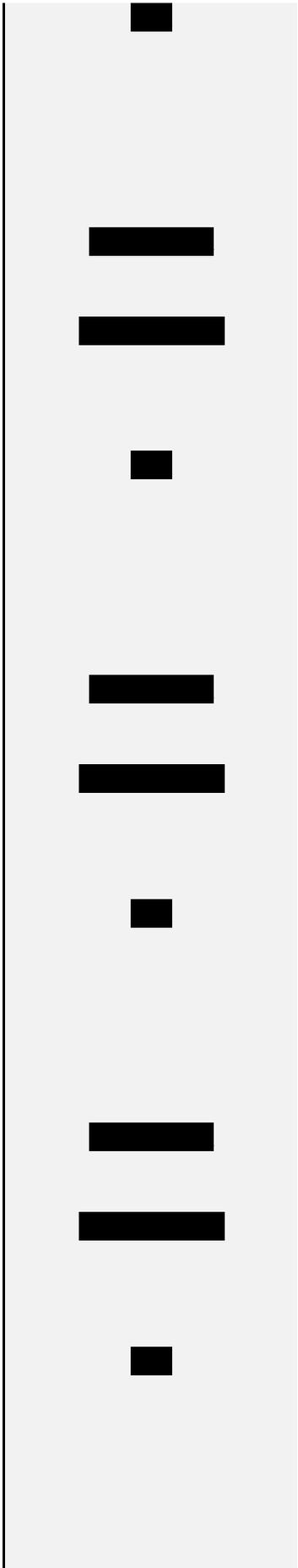
The Assignee:

....., date:,

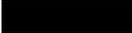
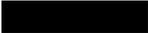
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<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>			
	[REDACTED]	[REDACTED]	[REDACTED]

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

* and other accessories to the claims

Schedule 2

Documentation regarding assigned Claims



Schedule 3

[REDACTED]

Form of Transfer Certificate

To: **Česká spořitelna, a.s.**, a company organized and existing under the laws of the Czech Republic whose registered office is situated at Olbrachtova 1929/62, 14000 Prague 4, Czech Republic with Registration No. 452 44 782, registered with the Commercial Registry of the Municipal Court in Prague under Section B, Entry 1171 (the **Agent**);

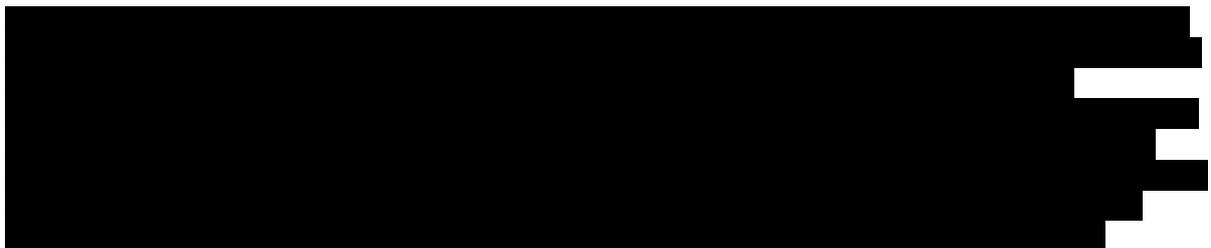
From: [*The Existing Lender*] (the **Existing Lender**) and

Exportní garanční a pojišťovací společnost, a.s., Exportní garanční a pojišťovací společnost, a.s. with its registered office at Vodičkova 34/701, Prague 1, Czech Republic, Postal Code: 111 21, Identification No. 45279314, registered with the Municipal Court in Prague, Section B, File 1619 (the **New Lender**).

Dated: [•]

[REDACTED] - [REDACTED] (the **Agreement**)

1. We refer to the Agreement. This is a Transfer Certificate. Terms defined in the Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.
2. We refer to Clause 21.5 (*Procedure for Transfer*) of the Agreement:
 - (a) The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation, and in accordance with Clause 21.5 (*Procedure for Transfer*) of the Agreement, all of the Existing Lender's rights and obligations under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Commitment and participations in Loans under the Agreement as specified in the Schedule.
 - (b) The proposed Transfer Date is [●].
 - (c) The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 28.2 (*Addresses*) of the Agreement are set out in the Schedule.
3. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in Clause 21.4 (*Limitation of Responsibility of Existing Lenders*) of the Agreement.
4. This Transfer Certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Transfer Certificate.
5. This Transfer Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.
6. This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.



Schedule 1
Commitment and Obligations to be transferred

All of the rights and obligations of the Existing Lender in respect of the [REDACTED],
amounting to [REDACTED].

**Facility Office and address, fax number and attention details for notices and account details for
payments of the New Lender**

Address: Vodičkova 34/701, Prague 1, Czech Republic, Postal Code: 111 21

Fax: [●]

Tel: [●]

E-mail: [●]

Attention:

Accounts

Currency: EUR

Account Number: [●]

IBAN: [●]

Account Name: [●]

[The Existing Lender]

}

By:

By:

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

}

By:

This Transfer Certificate is accepted by the Agent and the Transfer Date is confirmed as [●].

Česká spořitelna, a.s.

}

By:

By: