

CSOB Match'it

General conditions of use

published by Československá obchodná banka, a.s.

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GENERAL CONDITIONS OF USE

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CSOB MATCH'IT

These general conditions of use (the 'Conditions of Use') set down the terms and conditions under which use may be made of CSOB Match'it (as specified below). The Conditions of Use form an agreement between the Users of CSOB Match'it (as defined below) and CSOB (as defined below).

1. Definitions

'Additional Conditions of Use': the additional terms and conditions of use of CSOB Match'it for the Sellers, as amended or updated from time to time.

'Banking act': the Slovak act no. 483/2001 Coll. on Banks, and on Amendment and Supplementation of Certain Laws, as amended.

'Buyer': a natural or legal person that has created a Profile to obtain information about a Company.

'Company': the business that is offered for the Transfer on CSOB Match'it by a Seller, as set out on the Detailed Page, which may comprise one or more legal persons.

'Companies Page': the Generic Page and the Detailed Page.

'Conditions of Use': these general conditions of use.

'Confidentiality Agreement': the confidentiality agreement between an interested Buyer and a Seller, in which the Buyer undertakes that it will not (i) divulge confidential information about the Company to third parties, and/or (ii) use it for purposes other than the Transfer of the Company, as appended in Annexe 1.

'CSOB': Československá obchodná banka, a.s., a bank with its seat at Žitkova 11, 811 02 Bratislava, Identification No. 36 854 140, registered in the Commercial Register maintained by the District Court Bratislava I, Section Sa, Insert 4314/B, together with its legal successors and/or assigns.

'CSOB Match'it': the online platform operated by CSOB that is accessible via the landing page (www.csobmatchit.sk) and through which the Match It Service is offered and comprising (i) a part that is publicly accessible, (ii) a part that is not publicly accessible and is reserved for the Users, on which the Generic Pages are accessible, and (iii) a part that is not publicly accessible and is reserved for the Sellers of Companies and interested Buyers selected by the Sellers, on which the Detailed Page is accessible subject to acceptance of the Confidentiality Agreement.

'Detailed Page': the more-detailed description of the Company as published on the part of CSOB Match'it that is not publicly accessible and is reserved for interested Buyers selected by the Seller subject to acceptance of the Confidentiality Agreement.

'General Business Condition': the 'General Business Condition' issued by CSOB and published on www.csob.sk, as amended or updated from time to time.

'Generic Page': the generic description of the Company as published on CSOB Match'it, available on the part that is not publicly accessible and is reserved for the Users.

'Identification Document': the document that is accessible when registering as the User on CSOB Match'it and with which the Users can provide their identity details to CSOB.

'KBC group': an 'integrated bank-insurance group' of KBC Group NV, KBC Bank NV, KBC Securities NV, CSOB and entities which form a business group and, through close cooperation, creates and distributes banking, investment and insurance products and provides financial services.

'KBC Securities': KBC Securities NV, a Belgian-law company with limited liability and with registered office at Havenlaan 2, 1080 Brussels, Belgium, entered in the register of legal persons under the number 0437.060.521 and having VAT number BE 0473.060.521, together with its legal successors and/or assigns.

'Letter of Intent': a non-committal intention by a Buyer that has access to the Detailed Page to start up the further Negotiating Phase, as appended in Annexe 2.

'Log-in Details': the username and password chosen by the Users when registering on CSOB Match'it. Passwords must comprise at least eight characters, including at least one capital letter, one lower case letter and one digit.

'Match It Service': the online service offered by CSOB via CSOB Match'it consisting of bringing the Sellers of Companies into contact with the Buyers, whereby phased information can be provided to the Buyers in order to enable them to issue a Letter of Intent with a view to the further Negotiating Phase (though it must be understood that the Negotiating Phase and any completion of a deal, regardless of form, is not part of the Match It Service).

'Memorandum on Personal Data Protection': the 'Memorandum on Personal Data Protection' issued by CSOB and published on www.csobmatchit.sk, as amended or updated from time to time.

'Negotiation Phase' refers to the further negotiations (and possible completion) relative to the Transfer of the Company, whether on an exclusive basis or otherwise, between the Seller and the Buyer further to its Letter of Intent.

,Period of Interest‘: the period in which Letters of Intent can be issued by the Buyer as specified on the Company Page.

,Personal Details‘: all information relative to an identified or identifiable natural person.

,Profile‘: a profile created by a the User on CSOB Match‘it.

,Sanctioned Person‘ means a person that is:

- (a) listed on, or directly or indirectly owned or controlled by a person listed on, a Sanctions List, or a person acting on behalf of such a person;
- (b) located in or organised under the laws of a country or territory that is the subject of country- or territory-wide Sanctions, or a person who is directly or indirectly owned or controlled by, or acting on behalf of such a person, or
- (c) otherwise the subject of Sanctions.

,Sanctions‘ means any laws or regulations relating to economic or financial sanctions or trade embargoes or related restrictive measures imposed, administered or enforced from time to time by a Sanctions Authority.

,Sanctions Authority‘ means (i) the United Nations Security Council, (ii) the United States government; (iii) the European Union; (iv) the United Kingdom government, (iv) the respective governmental institutions and agencies of any of the foregoing, including the Office of Foreign Assets Control of the US Department of Treasury (OFAC), the United States Department of State and Department of Commerce, and Her Majesty’s Treasury, and (v) any other governmental institution or agency with responsibility for imposing, administering or enforcing Sanctions with jurisdiction over the Seller or the Buyer (together “Sanctions Authorities”).

,Sanctions List‘ means the Specially Designated Nationals and Blocked Persons list maintained by OFAC, the Denied Persons List maintained by the US Department of Commerce, the Consolidated List of Financial Sanctions Targets maintained by Her Majesty’s Treasury, or any other published list issued or maintained by any Sanctions Authorities of persons subject to Sanctions (including investment or related restrictions), each as amended, supplemented or substituted from time to time.

,Schedule of Rates and Charges‘: each document containing information on the types and amounts of CSOB charges relating to use of CSOB Match‘it and, which contains in its title the term “Schedule of charges” or “Price list” and are displayed in the CSOB’s places of business open to the public, and on the CSOB’s official website www.csob.sk.

,Seller‘: a natural or legal person that has created and used a Profile with the aim of transferring the Company.

,Status‘: the status of the file relative to a Company, which can be (i) open for the Buyers to send the Seller Letters of Intention (,open‘), (ii) in an advanced stage of negotiations between the Seller and the Buyer, owing to which the Detailed Page can no longer be accessed by Buyers that have not hitherto had access and the Buyers that already had access to the Detailed Page can no longer issue a Letter of Intent (,under negotiation‘) or (iii) closed if the Company has been transferred (,closed‘).

,Transfer‘: a sale of the enterprise, sale of a part of the enterprise, transfer of a share (or part thereof) to a business company, merger, amalgamation or division of a business company, transfer of membership of a cooperative, transfer of member rights and obligations to a cooperative or any other similar transfer.

,User‘: any party creating a Profile on CSOB Match‘it, including the Buyer or the Seller.

2. Application

The Conditions of Use govern the rights and obligations of User vis-à-vis CSOB and vice versa in connection with the provision of CSOB Match‘it by CSOB and its use by the Users. By registering and creating a Profile, Users expressly agree to the Conditions of Use as amended from time to time.

3. General provisions

- 3.1 CSOB Match‘it is an initiative and property of KBC Securities, while CSOB Match‘it is operated by CSOB and can be found at www.csobmatchit.sk.
- 3.2 CSOB Match‘it is an online service where the Sellers of Companies and the Buyers are able to come into contact with each other. No negotiations with regard to a potential Transfer are conducted via CSOB Match‘it and CSOB does not give any advice on the Transfer of the Company to the Sellers or the Buyers via CSOB Match‘it. Any instructions to provide advice with regard to the Negotiating Phase remain limited to the Seller’s side and will be subject to a separate contract and instructions.
- 3.3 CSOB Match‘it cannot be used for actual Transfer of the Company and no payments can be made with regard to the Transfer of the Company.
- 3.4 The Users are provided with a number of features, including:
 - 3.4.1 offering the Company for sale, as Seller;
 - 3.4.2 the Seller’s providing and a Buyer’s gaining access to information concerning the Company from the Seller based on the Generic Page and the Detailed Page;
 - 3.4.3 the Seller’s allowing a Period of Interest;
 - 3.4.4 the Buyer’s issuing a Letter of Intent;

- 3.5 To be able to use CSOB Match'it, Users must have a computer equipped with the necessary communications and security software (including against viruses, Trojan horses, worms, logical bombs and other malicious or technologically harmful material) and an Internet connection.
- 3.6 The Users may in no manner and under no form make the software, applications and information provided to them in the context of CSOB Match'it available to third parties or copy, decompile, adjust or change them in any way. The Users undertake not to infringe the intellectual property rights of KBC Securities and/or CSOB (any of its subcontractors including), the Seller, the Buyer or the rights of third parties.
- 3.7 The use of CSOB Match'it entails the electronic exchange of information and the dispatch of encrypted information using public means of communication and the Internet. The Internet is a public, international network and the User recognises that its structure and typical characteristics are known to it. CSOB offers no guarantee that the website will be secure from or free of bugs and viruses.

4. Role of CSOB

- 4.1 Via CSOB Match'it, CSOB offers a platform where the Sellers of Companies and the Buyers can contact one another, thus offering a virtual forum for the exchange of information. The Companies Page does not in any manner constitute an offer in the legal sense, by either the Seller or CSOB, and may only be regarded as an invitation by the Seller to treat with the Buyers. CSOB does not carry out investigations into whether the Transfer of the Company is advisable. CSOB does not carry out any examination or due diligence of the Company.
- 4.2 The services that CSOB offers via CSOB Match'it and the information that is made available on CSOB Match'it are directed exclusively at the Users that are established in the European Union to the extent that the User is a natural person. The Users are responsible for being aware of all laws and provisions they are subject to under any jurisdiction other than jurisdiction of the Slovak republic and for compliance with them.
- 4.3 The information that is contained on CSOB Match'it is exclusively intended for general information purposes. The Match It Service does not include the provision of any manner of specific advice by CSOB. CSOB does not provide any investment advice or recommendation on, or fiscal, legal or other advice relative to, the Transfer of the Company and nothing on CSOB Match'it should be interpreted to that effect. The information on CSOB Match'it is general and takes no account of the specific characteristics of any Users or their current circumstances, their specific investment profile, their investments as a whole, their financial situation, knowledge or experience and/or the extent of their risk-aversion.
- 4.4 The Buyers must themselves investigate, assess or analyse each Transfer of the Company as they see fit and consult their own investment, tax, legal, accounting and other advisers.
- 4.5 CSOB can grant certain advisers of this kind visibility on CSOB Match'it. However, this does not imply any guarantee by CSOB of the quality of such advisers. Nor are Users in any way obliged to appoint these advisers and each User therefore retain an entire full choice of appointing any adviser.
- 4.6 Buyers' access to CSOB Match'it shall in no way imply agreement by any undertaking related to CSOB to grant finance for the Transfer of the Company.
- 4.7 The information relative to the Company on CSOB Match'it is provided exclusively by the Seller (including details, photos, videos and other content).
- 4.8 CSOB does not act as an intermediary. The Match It Service does not include the grant of certain assistance on behalf of the Users with a view to bringing about agreement for the sale, purchase, exchange, lease or transfer of immovable property, immovable rights or business assets.

5. Registration

- 5.1 For the Buyers, CSOB Match'it consists of (i) a publicly accessible part, (ii) a part that is not publicly accessible where the Generic Pages can be accessed and (iii) a part that is not publicly accessible where the Detailed Page can be accessed. In order to be able to make full use of CSOB Match'it, it is necessary to register as the User and create the Profile.
- 5.2 By signing of documentation, registering and creating the Profile, a contractual relationship is created between the the User and CSOB. This contractual relationship is governed by the Conditions of Use.
- 5.3 To be able to create the Profile:
 - 5.3.1 theUsers who are natural persons must be resident in the European Union;
 - 5.3.2 the Users that are legal persons must have their registered office in the European Union.
- 5.4 During the registration process, the User must complete the mandatory fields fully, correctly and honestly or must correct any information that has been provisionally filled in by CSOB.
- 5.5 By registering, the Users agree to their Personal Details being processed in accordance with the Memorandum on Personal Data Protection, including that Personal Details provided by the Users may be passed on to other KBC group entities.
- 5.6 During the registration process, the Users select their Log-in Details. The Users are responsible for the security of their chosen password. CSOB requires use of a password that is at least eight characters long and comprises capital and lower case letters, letter and digit characters and other symbols.

- 5.7 The registration process is only complete and the Profile will only be activated once the User has agreed to (i) the Conditions of Use and (ii) the Memorandum on Personal Data Protection. By creating a Profile, the Users are deemed to have first read, understood and agreed to the Conditions of Use and the Memorandum on Personal Data Protection. The Users declare that they understand and accept the risks.
- 5.8 The Buyers accept that the details provided by them to CSOB Match'it are passed on to the Sellers in which they have an interest in order to enable Sellers to assess whether they wish to give the interested Buyers access to the Detailed Page.
- 5.9 The Users undertake to comply strictly with and adhere to the Conditions of Use. Failure to comply with any obligation and/or provision contained in the Conditions of Use may result in immediate deletion of the Profile and a prohibition against accessing CSOB Match'it, whereby CSOB will not be required to serve notice or pay any compensation, without prejudice to CSOB' right to damages.

6. Identification of Users

- 6.1 The Users accept that CSOB performs its obligations regarding the identification of Users in accordance with the regulatory provisions, the recommendations of the supervisory authorities and the rules of financial ethics. The Users agree that CSOB or its related entities may, in accordance with these provisions, make copies of identification documents and keep those copies.
- 6.2 The Users who are natural persons undertake to disclose their identity by providing the following information: first name, surname, date of birth, personal number (if any), legal place of residence, nationality, type and number of an identity document.
- 6.3 The Users that are legal persons undertake to disclose their registered office and centrum of the main interest. The legal entities must identify themselves using up to date their foundation deeds, memoranda of association and articles of association or any other similar documents, and, insofar as such publicity is required, do so by means of an original of legally binding extract from the commercial or companies register (for each User incorporated in the Slovak Republic not older than 30 days and for each User incorporated outside the territory of the Slovak Republic not older than 90 days). Moreover, the necessary documents must be submitted that show who can represent the legal person (founder, director, etc.), stating the representative's first name, surname and permanent address. These documents can include the legal person's foundation deeds, memoranda of association or articles of association, an extract from the commercial or companies register or a special power of attorney in form and substance satisfactory to CSOB. Foreign legal persons identify themselves on the basis of equivalent documentation.
- 6.4 The representatives of legal persons will be identified in the same way as natural persons or legal persons, as the case may be. CSOB may require the signatures on the documents that are submitted to be certified genuine by the relevant officials or under appropriate procedures. The representatives of legal persons are jointly and severally liable along with Users for ultra vires acts.
- 6.5 To comply with its legal and regulatory obligations, CSOB may at any time request any additional details and documents, including but not limited to, membership lists, company numbers, VAT numbers, registration numbers, details regarding capacity to act, marital status, family situation, matrimonial property regime, marital separation, beneficial ownership, consolidated articles of association, financial and trade documents or proof of legal capacity.
- 6.6 CSOB can always require sworn or free translations of identification documents at the Users' expense. The Users empower CSOB to enquire of public or private agencies, such as those maintaining the population and aliens' registers, as to the authenticity of documents and the accuracy of their identity details.
- 6.7 The Users agree that, excepting an objection in the form of a written request sent to CSOB, CSOB can access all details set forth in clause 6 from other entities within the KBC group for the exclusive purposes of the registration as referred to in clause 5. If such information is not available from other entities within the KBC group, Users must provide the information referred to in this clause 6 to CSOB by sending a completed, signed Identity Document and a copy of their identity card or passport to CSOB at the following address: Československá obchodná banka, a.s., ČSOB Match'it, Žižkova 11, 811 02 Bratislava or by e-mail to info@csobmachit.sk.
- 6.8 CSOB declines liability for the consequences of failure to notify changes or delay in notifying them (owing, say, to the non-arrival of correspondence) and for deficiencies in the authenticity or validity of the documents produced or, in general, for the content of the information provided to it.

7. Right of use

- 7.1 Opening a Profile on CSOB Match'it gives Buyers a non-exclusive, non-assignable right to use the website and to use apps made available to them by CSOB to CSOB Match'it in return for payment of the charge as set down in the Schedule of Rates and Charges.
- 7.2 The Users undertake to exercise their rights of use over CSOB Match'it only for their own account and not for the account of persons other than the User in question. The Users may not in any manner assign their right of use over CSOB Match'it or allow it to be used by third parties.
- 7.3 The Users must furthermore exercise their rights of use over CSOB Match'it with due care and attention and therefore, without prejudice to the generality:
 - 7.3.1 must not engage in any acts in such a manner as might disrupt or threaten to disrupt the smooth running of the external systems and/or the online system of CSOB and/or might or could be prejudicial to the owners or persons responsible for such systems or any other users of such systems; and

7.3.2 may not improperly use any limitations in the technical systems by seeking to secure benefits that cannot per se be economically justified but are only made possible by exploiting those technical system limitations.

In the event of failure to adhere to this obligation, CSOB reserves all rights to take action in accordance with clauses 25.3 and 25.4 of these Conditions of Use.

8. Users' representations and warranties

8.1 The Seller represents and warrants to Buyers and to CSOB that:

8.1.1 the relevant Company has been incorporated and exists according to Slovak law and is authorised to carry on its activities;

8.1.2 the relevant Seller is authorised to effect Transfer of the Company;

8.1.3 the Company has not been declared bankrupt, restructuring, winding-up, administration or dissolution or has not entered into an arrangement with its creditors in general;

8.1.4 the information provided on CSOB Match'it regarding the Company is in all material respects accurate, not misleading, up to date and consistent (including answers given to questions asked to the Seller by CSOB or the Buyers);

8.1.5 Letters of Intent, opinions, beliefs and expectations contained on CSOB Match'it are expressed in a fair and reasonable manner;

8.1.6 it will not place any content on CSOB Match'it that infringes the rights of third parties, including but not limited, to intellectual property rights; and

8.1.7 they will not place any content that, when approached by a competitors of the Company, might cause any collusion prohibited by generally binding regulations.

8.2 The Buyer represents and warrants to the Seller and to CSOB that:

8.2.1 in case, that they will get any information through CSOB Match'it, that might create any collusion prohibited by generally binding regulations, the Buyer will make all necessary measures to avoid such collusion, especially to ensure, that the information will be used solely for the purpose of acquisition of the Company.

8.3 All Users represent and warrant to CSOB that:

8.3.1 they are aware of the risks attendant on the use of CSOB Match'it and confirm that they have properly understood and accept them;

8.3.2 where they are natural persons, they have their permanent residence in the European Union;

8.3.3 the documents and information provided by them to CSOB (on request of CSOB or without a request if the relevant information provided has changed over time) for verification, whether the User is or is not a person having any special relationship as defined in the Banking act to CSOB, are complete, true and accurate.

8.3.4 when making any payment under or in connection with CSOB Match'it, it has used and will use solely their own funds;

8.3.5 they are entering into each document regarding with CSOB Match'it to which they are a party as a principal and not an agent and in its own name and for its own account;

8.3.6 neither any User nor any of their directors or officers (if any):

(i) is a Sanctioned Party or is engaging in or has engaged in any transaction or conduct that could result in it becoming a Sanctioned Party;

(ii) is or ever has been subject to any claim, proceeding, formal notice or investigation with respect to Sanctions;

(iii) is engaging or has engaged in any transaction that evades or avoids, or has the purpose of evading or avoiding, or breaches or attempts to breach, directly or indirectly, any Sanctions applicable to it; or

(iv) has engaged or is engaging directly or indirectly, in any trade, business or other activities with or for the benefit of any Sanctioned Party in breach of any Sanctions; and

8.3.7 they are not registering or acting as an intermediary and they will not further utilise or disseminate information on CSOB Match'it in this context.

9. Rights and obligations of Users

9.1 The Sellers reserve the right to refuse the Buyers access to Detailed Pages.

9.2 The Users shall:

9.2.1 comply in all respects with all applicable Sanctions;

9.2.2 not use any revenue or benefit derived from any activity or dealing with a Sanctioned Person to discharge any obligation;

9.2.3 to the extent permitted by law, promptly upon becoming aware of them, provide to CSOB details of any claim, action, suit, proceedings or investigation against it with respect to Sanctions by any Sanctions Authority; and

9.2.4 not engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or breaches or attempts to breach, directly or indirectly, any Sanctions applicable to it.

9.3 Upon request of CSOB the Users undertake to provide CSOB with the information in form and substance satisfactory to CSOB.

10. Rights and obligations of CSOB

- 10.1 Decisions by CSOB that the Company Request can be publicized on CSOB Match'it does not in any manner imply assessment of the advisability of the Transfer of the Company and does not in any way constitute financial, investment, legal or any other sort of advice to the User.
- 10.2 CSOB may freely decide the order in which the Companies appear on CSOB Match'it. The order in which Companies appear on CSOB Match'it does not in any way imply any form of opinion from CSOB or legal advice, investment advice or any other sort of advice.
- 10.3 The Users grant consent to CSOB to monitor or investigate the acts they engage in on CSOB Match'it.

11. Communication

- 11.1 The Users undertake that they will exclusively communicate with other Users (including the Sellers) via CSOB Match'it using the means of communication provided for that purpose, up until the Negotiation Phase. Should the available means of communication be inadequate in the User's view, the Users can contact CSOB in this respect via info@csobmachit.sk or by telephoning +421 259 666 985 to discuss the issue.
- 11.2 The Users agree to e-mail and the Internet as means of communication that may be used by CSOB in its communications with them. CSOB may also send notifications that need to be sent by registered post or electronic mail provided a receipt is sent by the User to which the notification is sent.
- 11.3 Where the Users receive information from CSOB by e-mail or by any means of telephone or electronic data transmission, the Users agree that CSOB is not liable for the extent to which the information thus sent is completely and correctly received or for any delay or interruption in the transmission or for any loss as result of use being made of the information by the Users themselves or third parties into whose possession it may come.

12. Transfer of the Company

- 12.1 CSOB Match'it cannot be used for actual Transfer of the Company (or its assets). The Match It Service does not extend to the Negotiation Phase.
- 12.2 Before proceeding to take over an Company, the Buyer should research the Company and the attendant risks. The Buyers acknowledge that they themselves bear responsibility for acquiring additional information in the Negotiation Phase and obtaining professional advice where necessary. CSOB does not offer any guarantee that the Sellers will provide additional information.

13. Rates and charges

- 13.1 The Buyers are notified by means of the Schedule of Rates and Charges of the rates and charges applicable in relation to CSOB Match'it. CSOB may unilaterally alter the CSOB Match'it rates and charges from time to time. Changes to rates and charges are binding with effect from the date stated in the Schedule of Rates and Charges.
- 13.2 CSOB charges the Buyer a periodic fee for using CSOB Match'it together with additional charges for consulting Detailed Pages. The full periodic charge must be paid before the Buyer are given access to CSOB Match'it.
- 13.3 The costs of all equipment, including all computer equipment (PC and modem), the costs of Internet access, the connection, adaptations and other communication costs via telephone or other means of communication are at the Users' expense.

14. Electronic registration and evidence

- 14.1 CSOB is not bound by any document downloaded from CSOB Match'it by the User and printed off by it that does not bear the signature of an authorised CSOB signatory. Nor can such a document be enforced against CSOB.
- 14.2 The Users agree that, after registering on CSOB Match'it, their Log-in Details constitute their electronic signature, which substitute for their handwritten signatures for CSOB Match'it purposes and constitute sufficient evidence of the User as a party placing an order. The Users agree that each act for which they first enter their Log-in Details is irrefutably deemed initiated by the given User, which expressly undertakes to assume all the consequences thereof.
- 14.3 The CSOB computer system registers all acts carried out by the Users via CSOB Match'it. The Users expressly agree that the CSOB files in which the various transactions transmitted by them are registered have the same value as an original document and constitute evidence between the parties regardless of form.
- 14.4 In the event of a dispute in relation to actual receipt or the terms of e-mails or information via CSOB Match'it, the CSOB e-mail and computer systems and the document as received by CSOB are decisive. In respect of scanned messages sent by e-mail, all parties are duly bound by reproduction of their signature as appearing in the messages received by CSOB. The Users are responsible for all harmful consequences of error or fraud, save to the extent that it is proved that the harmful consequences result from fraud on the part of a CSOB staff member.

15. Hyperlinks

15.1 CSOB does not exercise control over, and is not liable for, the websites or Internet locations of third parties that Users access via hyperlinks on CSOB Match'it, or for any information or hyperlinks at such locations. CSOB provides such hyperlinks purely for the Users' convenience and has not checked, tested or verified the information or software found at such locations. Provision of the ability to surf to other websites or Internet locations using hyperlinks may not in any way be construed as any form of advice or as endorsement of or agreement with the information at that location or regarding the security of websites reached by following those hyperlinks.

16. Availability and access

16.1 CSOB offers no guarantees that CSOB Match'it will function without interruption or error and in any event declines liability for interruptions or disruptions whilst or as a result of using CSOB Match'it. Access to CSOB Match'it is, and can at any time be, suspended, ceased or altered by CSOB, even without notice, for maintenance, repair and other purposes.

16.2 Upon entering wrong Log-in Details, access to CSOB Match'it is denied. If wrong Log-in Details are entered three times in a row, the access will be blocked, in which case for the purpose to unblock the access, the User must without delay to contact CSOB.

17. Security

17.1 Log-in Details

17.1.1 Log-in Details are intended for strictly personal use by the Users and may not be divulged to third parties under any circumstances (including to staff of CSOB, or entities in the KBC group). The Users are responsible for ensuring that their Log-in Details are kept secure and confidential. The Users must especially make sure that third parties are not able to access their Log-in Details and/or Profile.

17.1.2 The Users assume full responsibility (vis-à-vis CSOB and third parties and vis-à-vis other Users and Sellers) for all acts carried out for their own account using their Log-in Details and all activities carried out on CSOB Match'it using their Log-in Details.

17.1.3 The Users undertake not to make improper use of confidential information of other Users of CSOB Match'it, regardless of how they acquire it.

17.1.4 Should Users suspect the use of their Profile by a third party and/or theft or loss of their Log-in Details or that they have fallen into the hands of a third party and/or that the security of their Profile has been compromised, they must inform CSOB immediately. The Users are liable for losses resulting from the loss, theft or improper use of their Log-in Details if the loss, theft or improper use is not via email notified to CSOB in time.

17.1.5 If the Users forget their password, they will be sent a new password on request, which they can use to create a password of their own. If the Users do not receive the requested new password, they must inform CSOB immediately.

17.2 CSOB Match'it

17.2.1 CSOB endeavours to achieve a high degree of security using IT protection mechanisms at a number of levels. However, CSOB gives no express or implied guarantee concerning the security of CSOB Match'it.

17.2.2 It is prohibited to circumvent, deactivate or otherwise interfere with technical security measures in or on CSOB Match'it (or to attempt to do so). Unauthorised use of Log-in Details qualifies as a form of (proscribed) circumvention.

17.2.3 Use of CSOB Match'it for illicit activities such as the introduction of viruses, Trojan horses or other malicious content is strictly forbidden. Users are not permitted to procure unauthorised access to CSOB Match'it or the underlying IT infrastructure or to attack CSOB Match'it in any manner. CSOB will report all inappropriate use to the authorities and cooperate with them in identifying the parties guilty of such impropriety.

18. Compliance with the law

18.1 The Users agree that they are solely liable for complying with the laws in force in Slovak republic as well as in their home jurisdiction.

19. Intellectual property rights

19.1 All names, icons, photos, logos, designs, graphics, images, sounds, data, databases, software, names, trade and domain names and other components available on CSOB Match'it are intellectual property of KBC Securities and/or CSOB or, as the case may be, the Seller or the Buyer that has placed such on CSOB Match'it and are consequently copyright-protected works and may be subject to other forms of protection such as under trademark law and design law. The look & feel of the CSOB Match'it website is similarly protected. Before using them, the Users must always contact CSOB and/or the relevant Seller or Buyer to get upfront, written permission.

- 19.2** The Users undertake not to infringe the intellectual property rights of KBC Securities, CSOB, Seller or Buyer in any way or to use same without prior, written permission.
- 19.3** The Users undertake not to place content on CSOB Match'it that infringes the intellectual property rights of third parties. The Users will hold CSOB entirely harmless against third-party claims that they have placed infringing content on CSOB Match'it.

20. Users' Personal Details

The Personal Details of Users that are natural persons are processed by CSOB, the data controller, in accordance with the CSOB Memorandum on Personal Data Protection. CSOB may retain the Users' Personal Details for five years from the date the Users terminate their Profile.

21. Confidentiality

21.1 CSOB

21.1.1 Referring to the clause 3.5 of the General Business Condition, in line with the Memorandum on Personal Data Protection and in accordance with a concluded contract, CSOB may forward the following data to other KBC group entities, viz.

- (i) the fact that a User has created a Profile,
- (ii) the fact that a User has terminated their Profile,
- (iii) the fact that a Company Page has been published and
- (iv) the fact that the Status of a Company Page has changed,

for the purpose of discussing finance and investment opportunities. Users that give their consent according to this clause may revoke their consent at any time by request in writing sent to CSOB at the following address: Československá obchodná banka, a.s., ČSOB Match'it, Žižkova 11, 811 02 Bratislava or by e-mail to info@csobmachit.sk.

21.1.2 In accordance with general custom, CSOB will not provide information concerning its Users to third parties outside the KBC group (including the government or spouses) without their express consent unless it is legally required to do so or it has a legitimate interest in doing so.

21.1.3 In accordance with the generally binding regulations the Users give CSOB the consent to disclose all documents that might be legally or otherwise reasonably demanded by (domestic or foreign) tax, prudential, judicial and other authorities, agencies, bodies or persons. Insofar as may be necessary, the Users also confer on CSOB an irrevocable consent to effect intimation on said authorities, agencies, bodies and persons.

21.2 Users

21.2.1 The Buyers agree that the access to the Detailed Page is subject to acceptance of the Confidentiality Agreement.

21.2.2 The Users undertake inter alia that, regarding the confidential information of other Users:

- (i) they will keep it strictly confidential at all times;
- (ii) they will not divulge it to third parties without the other party's prior consent; and
- (iii) they will not use it for purposes other than those for which information is provided via CSOB

22. Liability

22.1 All of CSOB' obligations relating to the provision of CSOB Match'it are best-efforts obligations.

22.2 Offer of the Match It Service and CSOB Match'it implies no guarantee whatsoever of the likelihood of locating Buyer and the feasibility of further negotiations. Nor does ČSOB provide financial, legal, tax, corporate finance or any other kind of advice to the Users under the Match It Service. All Users should engage their own advisers as they deem fit.

22.3 CSOB bears liability exclusively for immediate, foreseeable loss arising from willful acts or omissions or gross negligence on its part. In all events, CSOB' liability is limited to a total amount equal to twice the periodic charge payments made by the relevant Buyer, except in cases of willful acts or omissions or fraud on the part of CSOB.

22.4 In particular, CSOB will not be liable in any way:

22.4.1 in the case of events (i) outside its control or due to force majeure such as war, riot, terrorism, strikes, industrial conflicts, power cuts, fire, explosion, flood, earthquake and other natural and nuclear disasters, exceptional weather, transmission difficulties, breakdowns or disruptions of computer and other systems and destruction or deletion of their data or fraudulent use thereof by third parties, defective functioning of any means of communication, etc., (ii) resulting in the services of CSOB being interrupted, disrupted and/or slowed down or (iii) due to other force majeure occurrences hindering normal, smooth service;

22.4.2 for shipping problems caused by factors outside the immediate control of CSOB, such as a temporary disruption of postal services or a postal strike;

22.4.3 for loss as a result of measures by Slovak or foreign governments or self-regulating authorities;

- 22.4.4** for failure by third parties to meet obligations owed to CSOB;
- 22.4.5** for failure by third parties, regardless of whether they are referred to on CSOB Match'it, to meet obligations due to the Users or for the quality of advice (such as legal or accounting opinions), including, but not limited to, their timeliness and/or correctness;
- 22.4.6** for errors, inaccuracies or deficiencies in the information provided by the Users or third parties that is made available to the other Users on or via CSOB Match'it;
- 22.4.7** in the case of interruptions or malfunctions due to the Internet and/or CSOB Match'it being overloaded;
- 22.4.8** if the service has to be interrupted (e.g. for maintenance, repair or improvement of the existing hardware or software);
- 22.4.9** if the service is interrupted or malfunctions due to deficiencies, actions, malfunctions or faults on the part of the Internet provider, a third party or the Users;
- 22.4.10** for any harm caused by viruses, Trojan horses or other malicious material that is not detected or neutralised despite the various security processes in place; or
- 22.4.11** for harm due to defects in the infrastructure of one or more Users.
- 22.5** Even if CSOB has been informed of the possibility of indirect or consequential harm, its liability to the User will in no event give rise to compensation for indirect or consequential damages of a financial, commercial or other nature, including, but not limited to, increased overheads, timetabling disruptions, loss of profit, loss of turnover, loss of income, lost opportunity, loss of or damage to data, damaged image and/or reputation, loss of goodwill, loss of clientele or loss of anticipated savings.
- 22.6** Each User will hold CSOB harmless and indemnify it in the event of claims consequent on:
 - 22.6.1** the breach of the Conditions of Use;
 - 22.6.2** the information or messages exchanged via CSOB Match'it;
 - 22.6.3** the obligations contracted via CSOB Match'it.

23. Complaints

- 23.1** Users' complaints are to be sent to the CSOB which will deal further with them: by post f.a.o. Československá obchodná banka, a.s., ČSOB Match'it, Žižkova 11, 811 02 Bratislava, or by e-mail to info@csobmachit.sk.

24. Conflicts of interests

- 24.1** CSOB has taken appropriate organisational and administrative measures, which include a policy concerning conflicts of interests, with the intention of taking all reasonable measures to prevent such conflicts of interests between CSOB (including its directors, employees and related undertakings) and the clients or between the clients (including the Users) inter se negatively impacting the interests of the Users. This conflicts of interests policy forms part of the CSOB conflicts of interests principles.
- 24.2** The Users can obtain the additional information on this conflicts of interests policy on request from CSOB.

25. Term and termination

- 25.1** The contractual relationship formed between the Buyers and CSOB upon the creation of a Profile is entered into for the period according to the Schedule of Rates and Charges.
- 25.2** The Users may at any time delete their Profile at no extra cost by requesting deactivation via their Profile or by sending a registered letter to the Československá obchodná banka, a.s., ČSOB Match'it, Žižkova 11, 811 02 Bratislava. Deletion or termination by the Users of their Profile will not affect the rights and obligations acquired by parties while the Profile was active, however. The periodic charges referred to in clause 13.2 continue to be due, therefore.
- 25.3** CSOB may at any time deny the Users use of and access to CSOB Match'it or block it, even without prior notice, in the following cases (without prejudice to the generality):
 - 25.3.1** the breach by the User of these Conditions of Use;
 - 25.3.2** the breach by the User of the rights of KBC Securities and/or CSOB, including its intellectual property rights;
 - 25.3.3** the use of CSOB Match'it to the extent that it harms CSOB Match'it itself, its Users and/or CSOB (including use of the platform for transfers of immovable properties, immovable rights or business assets).
- 25.4** CSOB reserves the right to immediately delete Profile upon notification and without adherence to a notice period in the following cases:
 - 25.4.1** the failure by the User to meet obligations resulting from these Conditions of Use;
 - 25.4.2** the breach by the User of the terms, conditions and representations applying by reference; and
 - 25.4.3** the death, bankruptcy restructuring, winding-up, administration or dissolution of the User.
- 25.5** Upon deletion of a Profile, its User may no longer make use of CSOB Match'it as of the date of deletion.
- 25.6** The following clauses of these Conditions of Use survive deletion of a Profile: 1, 4, 14, 18, 19, 20, 21, 22, 25.6, 27.9 and 27.10.

26. Language

26.1 CSOB Match'it is available in Slovak and English language.

26.2 Communication via CSOB Match'it may be in Slovak or English. At the start of the client relationship, the Users can state the language in which they prefer to receive messages from CSOB.

26.3 The Users understand and agree that certain information, particularly information about the Company, that is provided by the Seller may be provided in Slovak or English according to that Seller's preference.

27. Miscellaneous

27.1 General Business Condition

The General Business Condition shall form a part of these Conditions of Use and shall determine a part of its content. The General Business Condition are binding also for persons acting on behalf of the User or on the User's account, if they use the Match It Service. In the event of a conflict between these Conditions of Use and the General Business Condition or the Schedule of Rates and Charges, the Condition of Use prevails.

27.2 Amendments

CSOB may at any time unilaterally amend or supplement these Conditions of Use and the terms and features of CSOB Match'it. Such amendments and supplements will be announced by CSOB on CSOB Match'it and are binding from the announced date. The Users not agreeing with the Conditions of Use as amended or supplemented must terminate their Profile according to clause 25.2, failing which they will be deemed to consent to the amended or supplemented Conditions of Use.

27.3 Assignment of rights and obligations

27.3.1 The Users may not wholly or partly assign the rights and obligations inuring to them under these Conditions of Use to a third party without the prior, written consent of CSOB. Until such time as consent is given, the Users remain liable for performance of all the obligations they wish to assign (without prejudice to other rights and legal remedies that CSOB might enforce in the event of breach of this clause).

27.3.2 CSOB may wholly or partly assign its rights and obligations under these Conditions of Use to a third party without the prior, written consent of the Users provided the third party possesses the requisite knowledge and resources to pursue the rights and obligations resulting from the Conditions of Use.

27.3.3 Subject to the assignment limitations set down in this clause 27.3, the provisions of these Conditions of Use inure to the benefit of the parties, and are binding on them, as well as their respective heirs, assigns and successors in title.

27.4 Titles

The titles and headings in these Conditions of Use are of no legal force and are to be disregarded in interpreting the terms of these Conditions of Use.

27.5 Severability

Should any provision of these Conditions of Use be held wholly or partially unlawful, void or unenforceable under applicable law, that provision or the relevant part thereof will be deemed not to form part of these Conditions of Use, whereby the legality, validity and enforceability of the remaining provisions of these Conditions of Use will not be affected. The void or disregarded provision is replaced by a lawful provision coming as close as possible to the intentions of the parties in question.

27.6 Waivers

Unless otherwise provided in these Conditions of Use, failure or delay by CSOB, in exercising a right or remedy bestowed under these Conditions of Use may in no event be construed as a waiver of that right or remedy or of any other right or remedy inuring to CSOB pursuant to these Conditions of Use. Likewise, partial exercise of a right or remedy under these Conditions of Use does not bar CSOB from subsequently demanding full exercise of that right or remedy or the exercise of any other right or remedy inuring to CSOB pursuant to these Conditions of Use. All waivers by CSOB have to be in writing and signed by one of its authorised representatives.

27.7 Records retention

CSOB is not obliged to keep its accounting records, supporting documents or other documents for a period longer, or in a form different from, that required by statute. If the requester asks CSOB for documents related to the Match'it Service, CSOB has the right to request a fee for their search.

27.8 Third parties

CSOB reserves the right to outsource certain parts of its services to third parties including other entities of the KBC group. The Users accept that such outsourcing means that certain of the data will be divulged to the relevant subcontractor as part of the outsourcing.

27.9 Applicable law

These Conditions of Use and all duties in tort arising from or in relation to these Conditions of Use are governed by Slovak law. Without prejudice to any other provision of these Conditions of Use, the Users agree that the application of any provision of Slovak law that is not of a strictly mandatory nature is expressly excluded to the extent that it could alter (fully or in part) the meaning or purpose of any provision of these Conditions of Use. These Conditions of Use represent the entire agreement among Users and supersede all prior agreements (written or oral) relating to the subject of the Conditions of Use.

27.10 Jurisdiction

27.10.1 All disputes arising from or in relation to these Conditions of Use (including disputes relating to non-contractual obligations arising from or in relation to these Conditions of Use) are within the relevant court of the Slovak Republic.

Business name/name:

Signature

(preceded by the handwritten words 'read and approved')

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place:

Československá obchodná banka, a.s.

Signature:

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place:

ANNEXE 1 - CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the '**Confidentiality Agreement**') is undertaken on DDMMYYYY by:
CLIENT name and identifiers (the '**Buyer**').

WHEREAS:

- (A) The Buyer is familiar with the Generic Page of the Company with slogan 'Management of data centers : sale, rent, integration & maintenance' and reference number Id XXX available on CSOB Match'it; and
- (B) The Buyer wishes to access the Detailed Page and to receive Confidential Information regarding the Company with a view to possible negotiations;

THE FOLLOWING HAS BEEN AGREED:

1. Interpretation

Unless otherwise specified, the definitions used in this Confidentiality Agreement have the same meaning as the definitions used in the General conditions of use of CSOB Match'it, available on www.csobmatchit.sk.

'**Confidential Information**' refers to all (verbal or written) information about the Company, the Seller and the Buyer (including, for instance, commercial, technical, financial, operational, administrative, marketing and economic information) communicated by the Seller to the Buyer in the context of the assessment of the potential Transfer (including the information available on the Detailed Page), regardless of the form of communication.

2. Keeping Confidential Information secret

2.1 Subject to clause 4, the Buyer undertakes to:

- 2.1.1 Maintain the strict confidentiality of all Confidential Information at all times and not to divulge it to third parties without the prior consent of the Seller;
- 2.1.2 Ensure that all Confidential Information is protected with the same degree of care as the Buyer uses to protect its own confidential information; and
- 2.1.3 Not divulge to third parties, without the prior consent of the Seller, the fact that Confidential Information is being exchanged or that the Company is on CSOB Match'it.

2.2 The duty of confidentiality does not relate to information that was generally available prior to or during the exchange, without prejudice to any obligation of confidentiality that is generally available after the exchange.

3. Use of Confidential Information

3.1 The Buyer undertakes not to use the Confidential Information for purposes other than assessing whether or not to pursue further negotiations.

3.2 The Buyer undertakes: Not to take any action to recruit or attempt to recruit directors, managers or employees of the Company, with the provision that the Buyer is not prevented from recruiting such people in so far as they apply for a vacancy that the Buyer has published generally;

- 3.2.2 Not to act as intermediary and to act in its own name and on its own account; and
- 3.2.3 To respect the Seller's intellectual property rights.

4. Exceptions

The Seller acknowledges that both Confidential Information (written or verbal) and the fact that Confidential Information is being exchanged between the parties may be divulged to:

- 4.1.1 Its directors, managers, employees, agents, associates or advisers (financial, legal, fiscal or other) insofar as (i) this is necessary in order to evaluate the Transfer and (ii) the Buyer ensures that such persons will respect the content of this Confidentiality Agreement; and
- 4.1.2 Insofar as required or requested by a competent court or any other competent judicial, governmental, fiscal, supervisory or other regulatory institution or similar organisation, with the provision that the Buyer will notify the Seller to this effect as swiftly as possible.

5. Notification of disclosure

Insofar as law and regulations permit, the Buyer undertakes to notify the Seller as swiftly as possible if it becomes aware that Confidential Information has been disclosed to unauthorised persons.

6. Return or destruction of Confidential Information

The Buyer undertakes to return all Confidential Information or to destroy it permanently (insofar as technically possible) on the Seller's written request or in any event if the Buyer is no longer interested in the Transfer of the Company, except where the Buyer is required to retain such Confidential Information on the grounds of law or regulations or insofar as required or requested by a competent court or any other competent judicial, governmental, fiscal, supervisory or other regulatory institution or similar organisation.

7. Termination

The duties under this Confidentiality Agreement lapse 4 years after the acceptance of this Confidentiality Agreement or at such time as the information no longer constitutes Confidential Information in accordance with clause 1.

8. Sundry

- 8.1** The Buyer accepts that pressing the 'I accept' button by this Confidentiality Agreement on CSOB Match'it is equivalent to signing with its electronic signature and replaces the handwritten signature and provides sufficient proof of its identity.
- 8.2** This Confidentiality Agreement can only be altered with the Seller's written permission.
- 8.3** Failure on the Seller's part immediately to exercise a right under the terms of this Confidentiality Agreement shall not under any circumstances be deemed to amount to the ceding of that right on that Seller's part.
- 8.4** The voidness or voidability of any provision of this Confidentiality Agreement does not affect the validity of the other provisions of this Confidentiality Agreement.
- 8.5** This Confidentiality Agreement and all non-contractual undertakings that arise from or in relation to this Confidentiality Agreement are subject to Slovak law.
- 8.6** Disputes arising from or in relation to this Confidentiality Agreement (including disputes regarding non-contractual undertakings arising from or in relation to this Confidentiality Agreement) belong to the relevant court of the Slovak Republic.

Done:

On:

Name:

Capacity:

ANNEXE 2 - NON-BINDING INDICATION OF INTEREST

STRICTLY PRIVATE AND CONFIDENTIAL

[BUYER] (the **Buyer**), is submitting this letter to indicate its interest in a potential transaction in respect of [COMPANY] (the **Company**). It sets out the terms and conditions upon which the Buyer would be prepared to enter into discussions with [SELLER] (the **Seller**) with regard to the potential transaction set out in this letter (the **Potential Transaction**).

1. About the Buyer

[OPTIONAL FREE FORMAT FIELD OR PROFILE OF BUYER COPIED]

2. Deal and financing structure

[MANDATORY FREE FORMAT ON DEAL STRUCTURE, WITH GUIDANCE ON WHAT IS EXPECTED THERE TO AVOID ANY INDICATION THAT ONE GOES INTO THE SUBJECT MATTER (SUCH AS 100% SHARES)]

3. Strategic rationale

[MANDATORY FREE FORMAT ON VISION]

4. Indicative valuation

- 4.1. Based on the limited information currently available to the Buyer, the assumptions and conditions set out in this letter and subject to any information provided to the Buyer in the further process and during potential negotiations, the Buyer currently estimates the equity value indicatively to be around [INDICATIVE EQUITY VALUE] EUR, as set out hereinafter.

| | |
|----------------------------------|------------------|
| ENTERPRISE VALUE | [AMOUNT] |
| [FREE FORMAT FIELD?] | [AMOUNT] |
| Normalisation of working capital | to be determined |
| Cash and debt like items | to be determined |
| INDICATIVE EQUITY VALUE | [AMOUNT] |

- 4.2. It is the aim to refine the valuation assumptions in the course of further investigations, which may have an impact on the above indicative valuation. The Buyer will also review working capital and the debt & cash-like items. These further investigations and analysis may have an impact as well on the enterprise value as on the enterprise-to-equity-value bridge.
- 4.3. In addition any price, although it will take into account an equity value determined on the above, which will be the outcome of any bilateral negotiations and which will also take into account to what extent the assumptions were correct, the conditions mentioned below, a.o. any findings in further investigations and the arrangements in relation to any indemnification and/or limits in this respect.

5. Assumptions

The indicative valuation set out in Section 4 above is subject to and based on the following assumptions, each of which are considered by the Buyer to be essential in considering the Potential Transaction:

- the information communicated to the Buyer by the Seller and its advisors is true, accurate and not misleading;
- the Company's financial accounts give a true and fair view of the Company;
- the business of the Company has been conducted in the ordinary course and will be continued in the ordinary course;
- in general, no facts exist which might materially and adversely affect the financial condition, operations, liquidity, assets, liabilities, commercial position or prospects of the Company.

6. Conditions

The Potential Transaction would be subject to and based on the following conditions, each of which are considered by the Buyer to be essential in considering the Potential Transaction:

- (a) Completion of further investigation by the Buyer to the reasonable satisfaction of the Buyer, confirming amongst others that the assumptions set out in Section 5 above are true and correct and not misleading;
- (b) Negotiation and agreement between the Buyer and the Seller on the terms of the final transaction documents, amongst which a purchase agreement, containing amongst others satisfactory representations and warranties;
- (c) For both parties satisfactory arrangements in relation to indemnification and, as the case may be, limits set thereon and the impact thereof on any final purchase price;
- (d) Obtaining all mandatory corporate approvals, as well as any approval by competent governmental authorities that is required or advisable;
- (e) *[Optional FREE FORMAT ON additional conditions WITH AS GUIDANCE THAT E.G. ACQUIRING APPROPRIATE FINANCING ON ACCEPTABLE CONDITIONS COULD BE SUCH AN ADDITIONAL CONDITION].*

7. Contact

Should the Seller wish to discuss or clarify any aspect of this letter, please do not hesitate to contact the Buyer:

[BUYER – Company]

[BUYER – Person]

[BUYER – Address]

[BUYER – Phone number]

[BUYER – Email address]

8. Confidentiality

This non-binding indication of interest is strictly confidential and neither its existence nor its content should be disclosed to any third party other than the shareholders of the Company and their advisors who need to know such information solely for the purpose of evaluating this non-binding indication of interest, or CSOB Match-it and its relevant team.

9. Process and duration

The Buyer is entitled to abandon the negotiations or process in relation to a Potential Transaction at any time, without any obligation to disclose the underlying reasons or to motivate any such action.

After (i) 20 business days following the closing date of the period in which letters of intent can be provided as mentioned in the company profile, or (ii) any other such closing date as the Company will have indicated to the Buyer, this letter expires automatically.

10. Costs

Both the Buyer and the Seller shall be responsible for their own respective costs in connection with the Potential Transaction, regardless whether or not the Potential Transaction takes place.

11. Other

This letter is a non-binding indication of interest. It does not constitute and cannot be construed as a legally binding offer, nor does it represent a commitment by the Buyer or any of its affiliates to make such binding offer or a legal ground to impose on the Buyer or any of its affiliates any obligation to make a binding offer in respect of the Potential Transaction or any part thereof. There is no obligation for the Buyer or any of its affiliates to enter into any discussions or to negotiate with the Seller in respect of the Potential Transaction. By indicating its interest, the Buyer does not intend to put forward any terms which would be binding for any final transaction (including purchase price) amongst others because the information provided through CSOB Match-it is too limited to form any required in depth view of the Company and because some personal and individual negotiations are necessary.

12. Governing law and jurisdiction

This non-binding indication of interest shall be governed by and construed in accordance with Slovak law. The competent Slovak courts shall have sole jurisdiction for any dispute arising out of this letter.