

**Agreement on termination of the Current Account Agreement No. 180439394/8160
(hereinafter „Termination Agreement“)**

Payment Services Provider:

Business name: **Exportno-importná banka Slovenskej republiky**

Registered office: Grösslingová 1, 813 50 Bratislava, Slovak Republic

Company ID: 35722959

Tax ID: 2020990796

VAT ID: SK2020990796

Legal entity established under the Act No. 80/1997 Coll. registered in the Commercial Registry of the District Court of Bratislava I, Division: Po, Insert No. 651/B

Represented by: Dušan Keketi, Chairman of the Bank Board and CEO,

František Stacho, Member of the Bank Board and Deputy CEO

(**“EXIMBANKA SR”**)

Account Holder:

Business name: **Slovenský záručný a rozvojový fond, s. r. o.**

Registered office: Dvořákovo nábrežie 4, 811 02 Bratislava, Slovak Republic

Company ID: 44 690 487

Tax ID: 2022786986

Registered in the Commercial Registry of District Court of Bratislava I, Division: Sro, Insert No. 57505/B

Represented by: Ing. Štefan Adamec, Executive Director

Ing. Matej Říha, Executive Director

(the **“Account Holder”**)

(together the **“Parties”** and each individually a **“Party”**)

Article 1

- 1) Upon effectivity of this Termination Agreement, the Parties hereby agree that all rights and obligations arising from the Current Account Agreement No. 180439394/8160 dated from 12.03.2013 as amended (hereinafter the „CAA“) are being terminated in full.

For avoidance of any doubt, Parties hereby declare that the CAA has been terminated with effect as of 1st January 2016 by the Pledgee upon the Notice of termination dated from 29.12.2015 pursuant to Article X paragraph 10 (c)(i) of the CAA while this termination by the pledgee did not cause termination of the CAA between EXIMBANKA SR and Account Holder.

- 2) In the view of the aforesaid and as CAA is an agreement which is subject to mandatory disclosure in accordance with the Act No. 211/2000 Coll. on Free Access to Information, as amended, the Parties hereby agree that the CAA loses its validity on the date of the signature of this Termination Agreement and effect on the day following the day of disclosure of this Termination Agreement (hereinafter “Termination date“) and all rights and obligations arising from the CAA cease without further replacement by other rights and obligations among the Parties, when this Termination Agreement enters into force i.e. on Termination date.

3) EXIMBANKA SR undertakes to:

- (a) procure disclosure of this Termination Agreement immediately after its signature by all the Parties, and in any case no later than on the day following the day of its signature by all the Parties; and
- (b) provide the Account Holder, within three (3) Banking Days after the day of public disclosure of this Termination Agreement, with the copy (PDF copy sent via e-mail) of the written confirmation issued by the Government Office of the Slovak Republic (*Úrad vlády Slovenskej republiky*) pursuant to section 5a(11) and 5a(12) of the Slovak Act No. 211/2000 Coll. on Free Access to Information, as amended confirming that this Termination Agreement has been published.

4) Each of the Parties expressly declares and acknowledges that at the date of the signature of this Termination Agreement, there is no credit balance on the Account, there is no Blocked Amount and there are no interests and other amounts accrued which shall be repaid by EXIMBANKA SR to the Account Holder.

5) Each of the Parties expressly declares and acknowledges that at the date of entering into force of this Termination Agreement, neither of the Parties has any receivables and claims that are being applied or could be applied under the CAA against each other.

Article 2

1) To avoid any doubts any terms with Capital letters used in this Termination Agreement are of the meaning designated upon CAA.

2) This Termination Agreement is signed in four counterparts in English, each Party shall receive two counterparts and shall enter into force as of its disclosure i.e. on the day following the day of its signature.

Account Holder:

In Bratislava, on 24. 11. 2016, 28. 11. 2016

Signed for and on behalf of **Slovenský záručný a rozvoiový fond, s. r. o.** by

Name: Ing. Štefan Adamec
Title: Executive Director

Name: Ing. Matej Říha
Title: Executive Director

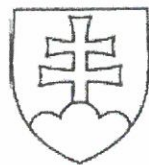
Payment Services Provider:

In Bratislava, on 29. 10. 2016

Signed for and on behalf of the **Exportno-importná banka Slovenskej republiky** by

Name: Dušan Keketi
Title: Chairman of the Bank Board and CEO

Name: František Stacho
Title: Member of the Bank Board and Deputy
CEO



OSVEDČENIE

o pravosti podpisu

Podľa knihy osvedčovania pravosti podpisov osvedčujem pravosť podpisu: **Ing. Matej Říha**, dátum narodenia _____ r.č. _____, bytom _____, ktorého(ej) totožnosť som zistil(a) zákonným spôsobom, spôsob zistenia totožnosti: platný doklad totožnosti - úradný doklad: Občiansky preukaz, séria a/alebo číslo: _____, ktorý(á) listinu predom mnou vlastnoručne podpísal(a). Centrálny register osvedčených podpisov pridelil podpisu poradové číslo **O 889495/2016**.

Bratislava 1 dňa 24.11.2016



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Tatiana Borchová
pracovník poverený notárom
JUDr. Magdalénou Čížovou

Upozornenie! Notár legalizáciou neosvedčuje pravdivosť skutočností uvádzaných v listine (§58 ods. 4 Notárskeho poriadku)





OSVEDČENIE

o pravosti podpisu

Podľa knihy osvedčovania pravosti podpisov osvedčujem pravosť podpisu: **Ing. Štefan Adamec**, dátum narodenia [redacted], r.č. [redacted], bytom [redacted], ktorého(ej) totožnosť som zistil(a) zákonným spôsobom, spôsob zistenia totožnosti: platný doklad totožnosti - úradný doklad: Občiansky preukaz, séria a/alebo číslo: [redacted], ktorý(á) listinu predo mnou vlastnoručne podpísal(a). Centrálny register osvedčených podpisov pridelil podpisu poradové číslo **O 896294/2016**.

Bratislava dňa 28.11.2016



Natália Melúchová
zamestnanec poverený notárom

Upozornenie! Notár legalizáciou neosvedčuje pravdivosť skutočností uvádzaných v listine (§58 ods. 4 Notárskeho poriadku)

