

# Side Agreement

to the Shareholder Agreement dated 27 May 2019

by and between

**National Development Fund II., a.s.**

and

**IP PK Invest a.s.**

as the Investors

and

**Faro Slovakia, s.r.o.**

as Faro

and

**Qres Technologies s.r.o.**

as the Company

This **SIDE AGREEMENT TO THE SHAREHOLDERS' AGREEMENT DATED 27 May 2019** (the **Agreement**) is concluded on 9 May 2023 between:

- (1) **Faro Slovakia, s.r.o.**, a limited liability company with its registered seat at Klariská 7, Bratislava 811 03, Slovak Republic, ID. No. 47 243 023, registered within the Commercial Registry of District Court Bratislava I, Section Sro, Insert No. 85035/B (**Faro**);
- (2) **IP PK Invest a.s.**, a joint stock company with its registered seat at Gajova 13, 811 09 Bratislava, Slovak Republic, ID. No. 52 439 739 registered within the Commercial Registry of District Court Bratislava I, Section Sa, Insert No. 6951/B (**Investor 1**);
- (3) **National Development Fund II., a.s.**, a joint stock company with its registered seat at Grösslingová 44, Bratislava 811 09, Slovak Republic, ID. No. 47 759 224, registered within the Commercial Registry of District Court Bratislava I, Section Sa, Insert No. 5948/B (**Investor 2**); and
- (4) **Qres Technologies s.r.o.**, a limited liability company with its registered seat at Klariská 7, Bratislava 811 03, Slovak Republic, ID. No. 47 243 112, registered within the Commercial Registry of District Court Bratislava I, Section Sro, Insert No. 85118/B (the **Company**);

**WHEREAS:**

(A) on 3 May 2019, the Parties entered the Shareholders Agreement (the **SHA**), which purpose is to regulate relationship between the Parties as the shareholders of the Company and recording their agreement about the manner of business management and affairs of the Company and determination, inter alia, certain rights and obligations related to the acquisition, ownership and disposal of the Participation Interest in the Company, certain restrictions on the transferability of the Participation Interests of the Company and the rules of cooperation between the Parties on further development of the Company's business;

(B) [REDACTED]

**THE PARTIES HAVE AGREED AS FOLLOWS:**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement:

**Effective Date** means the date of signing this Agreement by each Party.

**Parties** means the parties to this Agreement.

**1.2 Construction**

1.2.1 Words and expressions defined in the SHA (for avoidance of doubt, in its wording before the Effective date) shall have the same meanings in this Agreement, unless expressly defined herein.

1.2.2 The principles set out in Clauses 1.2 (*Interpretation*) of the SHA shall apply to this Agreement, insofar as they are relevant to it, as they apply to the SHA.

**2 SIDE AGREEMENTS**

2.1 [REDACTED]

2.2

[REDACTED]

- [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
- [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

**3 FINAL PROVISIONS**

**3.1 Variation and Waivers**

- 3.1.1 No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each Party.
- 3.1.2 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right

or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this Agreement or by law is only effective if it is in writing.

- 1.1.1 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

### 3.2 **Partial Invalidity**

3.2.1 If any provision of this Agreement or its part is or becomes invalid, unenforceable or illegal, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or its part under this Clause shall not affect the validity and enforceability of the rest of this Agreement.

3.2.2 If any provision of this Agreement or its part is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

### 3.3 **Counterparts**

The Agreement has been executed in 6 counterparts. Each Party shall receive 1 counterpart.

### 3.4 **Language**

This Agreement has been executed in the English language.

### 3.5 **Governing Law**

3.5.1 This Agreement and any non-contractual rights and obligations between the Parties arising out of or in connection with the Agreement shall be governed by the legal regulations of the Slovak Republic.

3.5.2 Without prejudice to any provision of this Agreement, the Parties have agreed that 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 the meaning or purpose of any provision of the Agreement. Besides the previous sentence, the Parties explicitly exclude the application of Section 500(2), Section 503(1) and Section 506 of the Commercial Code.

### 3.6 **Dispute Resolution**

Any dispute between the Parties relating to or arising out of (i) this Agreement or (ii) any non-contractual obligations of the Parties hereunder shall be subject to the jurisdiction of the Slovak courts.

### 3.7 **Further Assurances**

3.7.1 This Agreement is a compulsorily published agreement in accordance with § 47a of the Slovak Act No. 40/1964 Coll., the Civil Code, as amended. The Agreement becomes valid on the Execution Date and becomes effective as of the day following the day of its publication pursuant to section 47a of Act No. 40/1964 Coll. The Civil Code as amended. The first publication of the Agreement in the Central Register of Contracts maintained by the Office of the Government of the Slovak Republic will be ensured immediately after the signing of the Agreement by the party who is obliged to publish this Agreement. In the event that the party, which is obliged to publish this Agreement, does not ensure the publication of the Agreement, the Agreement will not become effective and the parties are not bound by this Agreement. In the event that the party, which is obliged to publish this Agreement, does not publish this Agreement within a period of three months from the date of its conclusion or from the granting of consent by the competent authority, if the consent of the competent authority is required for its entry into force, it shall be considered that the Agreement has not been concluded. Notwithstanding the above, some information contained in this Agreement are subject to trade secrets and disclosure of such information may cause competitive harm.

3.7.2 The Parties represent that they have read the Agreement thoroughly and understood the contents hereof and that it expresses their free and true will, free of any misunderstandings, in witness whereof they attach their signatures hereunder.

[INTENTIONALLY LEFT BLANK – SIGNATURES ON THE FOLLOWING PAGE]

**SIGNATURE PAGE**

On behalf of **National Development Fund II., a.s.**

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Name:

Position:

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Name:

Position:

On behalf of **IP PK Invest a.s.**

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Name:

Position:

On behalf of **Faro Slovakia, s.r.o.**

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Name:

Position:

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Name:

Position:

On behalf of **Qres Technologies s.r.o.**

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Name:

Position:

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Name:

Position: