

Amendment No. 4
to the Agreement for Sublease of Non-Residential Premises
concluded pursuant to the Act on Lease and Sub-Lease of Non-Residential Premises and pursuant to the
Commercial Code in subsidiary
(the “**Amendment**”)

by and between:

Lessee:

Business name: **Technická inšpekcia, a.s.**
Registered office: Trnavská cesta 56, 821 01 Bratislava
Company ID: 36 653 004
VAT ID: SK2022210608
Registered in: Commercial Register maintained by Municipal Court Bratislava III, Section: Sa, file No.: 3919/B
Represented by: Mgr. Marian Beliansky, chairman of the Board of Directors
E-mail: tisr@tisr.sk

(hereinafter the “**Lessee**”)

and

Sublessee:

Name: **European Labour Authority**
Registered office: Landererova 12, 811 09 Bratislava
Represented by: Cosmin Boianjiu, Executive Director
E-mail: executive-director@ela.europa.eu

(hereinafter the “**Sublessee**”)

(the Lessee and Sublessee collectively the “**Parties**” and each of them also a “**Party**”)

WHEREAS:

- A.** MH Invest, s.r.o., with its registered office at Mlynské Nivy 44/A, 821 09 Bratislava, Company ID: 36 724 530, registered in the Commercial Register maintained by Municipal Court Bratislava III, Section: Sro, File No.: 44056/B (hereinafter the “**Original Lessee**”) and Sublessee entered into the Agreement for Sublease of Non-Residential Premises on 5 August 2021 and subsequently concluded Amendment 1 thereto on 22 November 2021, Amendment 2 on 17 December 2021 and Amendment 3 on 29 March 2022 (hereinafter the “**Sublease Agreement**”). The subject matter of the Sublease Agreement is the use for consideration of Office Space and Parking Spaces and Storage Space, specified in more detail in the Sublease Agreement.
- B.** Landererova 12, s.r.o., with its registered office at the time of the conclusion of the Amendment at Malý trh 2/A, 811 08 Bratislava, Company ID: 47 599 219, registered in the Commercial Register maintained by Municipal Court Bratislava III, Section: Sro, file No.: 96455/B (hereinafter the “**Lessor**”) and Original Lessee entered into the Agreement for Lease of Non-Residential Premises on 24 March 2021 and subsequently concluded Amendment 1 thereto on 2 July 2021, Amendment 2 on 8 November 2021, Amendment 3 on 14 December 2021 and Amendment 4 on 28 March 2022 (hereinafter the “**Lease Agreement**”). The subject matter of the Lease Agreement is the use for consideration of Office Space and Parking Spaces and Storage Space, specified in more detail in the Lease Agreement.
- C.** On 22 September 2022 the Original Lessee and the Lessee entered into the Agreement on Assignment of Rights and Assumption of Obligations under the Agreement for Lease of Non-residential Premises and the Agreement for Sublease of Non-residential Premises, by which the

rights and obligations under the Lease Agreement and the Sublease Agreement were transferred from the Original Lessee to the Lessee in such a way that the Original Lessee assigned to the Lessee all the rights and the Lessee assumed from the Original Lessee all the obligations under the Lease Agreement and the Sublease Agreement, and with effect from 1 October 2022 entered into the Lease Agreement and the Sublease Agreement on the Lessee's side, while the participation of the Original Lessee in the Lease Agreement and the Sublease Agreement ceased to exist. The Sublessee agreed to assigning the rights and assuming the obligations according to the preceding sentence.

- D.** On the date of this Amendment, the Lessor, Lessee and Sublessee entered into the Agreement on Alteration of the Premises to the Lease Agreement and Sublease Agreement, under which they agreed on the terms and conditions of (i) the performance of the Alterations, (ii) the payment of the costs of performing the Alterations, (iii) the technical improvement of the Premises/Building, (iv) the exclusion/application of the last sentence of Section 667(1) of the Civil Code, and (v) the condition in which the Premises are to be returned in the event of the termination of the Lease/Sublease and the Lease Agreement/Sublease Agreement (hereinafter the "**Agreement**").
- E.** Given the content of the Agreement, the Lessee and Sublessee enter into Amendment 4 to the Sublease Agreement.
- F.** Parties as the contracting parties to the Sublease Agreement intend to amend the Sublease Agreement in the wording under this Amendment.

The Parties agree to amend and supplement the Sublease Agreement on the following terms and conditions:

1. Definitions

- 1.1.** Unless otherwise defined in this Amendment, the capitalized words and expressions used in this Amendment have the meanings as defined in the Sublease Agreement.

2. Subject Matter of Amendment

- 2.1.** Given the content of the Agreement, the Lessee and Sublessee have agreed that from the effective date of this Amendment, the Sublease Agreement is amended and supplemented as follows:

- 2.1.1.** Wording of clause 15.1 in Article 15 (Alterations of the Premises) of the Sublease Agreement is fully abrogated and replaced by the following wording:

15.1 During the entire Sublease Term, the Sublessee is authorized to perform Alterations only under the Lessee's express written consent granted in advance (Lessee will request consent from the Lessor) identifying the Alterations, to which the consent applies, and setting the time table for their performance. To be granted such consent, the Sublessee is required to furnish in advance the Implementation Documentation. In the Lease Agreement, the Lessor undertook to deliver its reasonable position (approval or disapproval) on such Alterations to the Lessee. In order to perform Alterations of the Premises a separate written agreement must be concluded by the Lessee and Sublessee dealing with the conditions of the performance of the Alterations, coverage of the costs of Alterations, technical improvement of the Premises/Building, exclusion/application of the last sentence of Section 667(1) of the Civil Code and the conditions in which the Premises will be returned, should this Agreement or Sublease terminate, or else Alterations contrary to the Agreement would be concerned. For the avoidance of doubt, the consent of the Lessor and Lessee to make Alterations of the Premises (and Additional Premises) is not required for the installation of Audio-video systems, IT active elements, furniture and items of movable assets and other interior elements, acoustic elements, which were agreed in advance by the Parties in Annex 11, which the Sublessee undertakes to remove from the Building and Premises (and Additional Premises) at its own expense in line with Article 23.1 of the Agreement. Lessor has consented to Lessee

and Lessee has consented to Sublessee making the Alterations contained in Annex 15 hereto (hereinafter the “Alterations 1”), subject to the terms and conditions agreed by the Parties in (i) the Agreement on Alteration of the Premises to the Agreement for Lease of the Non-Residential Premises and the Agreement for Sublease of the Non-Residential entered into by and among Lessor, Lessee and Sublessee, dated as of the date of signing Amendment 4 to the Agreement and (ii) Amendment 4 to the Agreement. The Sublessee agrees to remove the Alterations 1 contained in Annex 15 from the Building and the Premises (and the Additional Premises) at its own cost and expense and under its own responsibility in accordance with Article 23.1 of the Agreement, unless Lessee provides in writing otherwise.

2.1.2. A new clause 15.12 is added in Article 15 (Alterations of the Premises) of the Sublease Agreement, which reads as follows:

15.12 The Parties expressly agree to exclude the application of the provisions of last sentence of Section 667 (1) of the Civil Code in the wording valid on the date of signing Amendment 4 to the Agreement and, accordingly, the Sublessee is fully aware that Alterations 1 performed pursuant to the Agreement to which the Lessee has given/gives its consent at the express request of the Sublessee and/or which will be performed by the Sublessee or its contractor, or by the Lessor (or the Lessee) for Sublessee, are/will be made solely for the benefit of the Sublessee and are/will not be in any way in the nature of an improvement to the Premises and/or the Building notwithstanding, whether by reason of their nature (in particular the Construction Alterations) they have become/will become the property of the Lessor at the time of their incorporation into the Premises and/or the Building and irrespective of who has paid/will pay for them, and accordingly the Sublessee will not be entitled to any compensation (in any legal or economic form) in respect of the carrying out of Alterations 1. The Sublessee is not entitled to claim from the Lessee (or Lessor) (i) reimbursement for costs incurred in connection with Alterations 1 or other changes/alterations/improvements/completions of the Premises under Annex 15 during or after the termination of the Sublease, nor (ii) consideration for that by which the value of the Premises or the Building has been increased. The Parties agree that Lessee (or Lessor) does not have/will not have any liabilities or obligations towards the Sublessee arising out of or relating to the payment of any costs associated with Alterations 1.

2.1.3. A new clause 20.10 is added in Article 20 (Other Rights and Obligations) of the Sublease Agreement, which reads as follows:

20.10 Logo

20.10.1 Under clause 13.5 of the Agreement, the Sublessee is entitled to place its illuminated sign in accordance with Annex 16a to this Agreement (hereinafter the “Logo 1”) and the illuminated sign in accordance with Annex 16b to this Agreement (hereinafter the “Logo 2”, Logo 1 and Logo 2 collectively the “Logo”) on the facade or roof of the Building. The Sublessee will procure the manufacture and installation of the Logo at the Sublessee's cost, risk and responsibility, and the placement of the Logo at the agreed location of the Building (the Area as defined below) is agreed in the Lease Agreement to be provided by the Lessor at the expense of the Lessee. Lessee shall charge Sublessee for the costs billed by Lessor pursuant to the preceding sentence in the same amount, and Sublessee agrees to pay such costs. Sublessee shall also bear any maintenance and insurance costs for the Logo as well as the costs of maintaining the Area (as defined in Section 20.10.2 of this Agreement) in connection with the Logo.

20.10.2 The Lessee subleases to the Sublessee:

20.10.2.1 a portion of the facade of the Building measuring 4400x1600mm as depicted in Annex 16a of this Agreement (hereinafter referred to as the “Area

1”), solely for the purpose of placing the Logo 1, for a consideration as follows:

EUR 1,- (in words: one euro) excluding VAT for the entire Area 1 for each commenced calendar year of use (hereinafter the “**Consideration for Logo 1**”),

20.10.2.2 a portion of the facade of the Building measuring 4400x1600mm as depicted in Annex 16b of this Agreement (hereinafter referred to as the “**Area 2**”, Area 1 and Area 2 collectively the “**Area**”), solely for the purpose of placing the Logo 2, for a consideration as follows:

EUR 1.000,- (in words: one thousand euro) excluding VAT for the entire Area 2 for each commenced calendar month of use (hereinafter the “**Consideration for Logo 2**”, Consideration for Logo 1 and Consideration for Logo 2 collectively the “**Consideration**”),.

The Consideration is payable in annual instalments by the 25th day of the first calendar month of the calendar year for which the Consideration is payable, based on invoices issued by the Lessee and delivered to the Sublessee. Lessee shall issue an invoice for the Consideration no later than on the fifth business day of the first calendar month of the calendar year for which the Consideration is payable and deliver it promptly to Sublessee. The Consideration for Logo 1 shall be payable in full for each commenced calendar year of use of the Area and the Consideration for Logo 2 shall be payable in full for each commenced calendar month of use of the Area. In the event of the termination of the Agreement during the calendar year or in the event of the request of the Lessee addressed to Lessor in writing to remove Logo 2, the Lessee shall return the Consideration for Logo 2 to the Sublessee for the period of the calendar months following the month in which the termination of the Agreement or the delivery of the written request to the Lessor occurred.

The Sublessee shall pay the Consideration for the period starting on the first day of the due placement of the Logo in the Area until the end of the relevant calendar year on the basis of an invoice to be issued by the Lessee and delivered to the Sublessee within 30 days of the due placement of the Logo in the Area with a maturity period of 15 days from the delivery of the invoice to the Sublessee.

20.10.3 In the Lease Agreement, the Lessor has agreed to provide for, at the Lessee's expense, a separate meter for the electricity supplied and consumed in connection with the operation of the Logo. The Lessee shall charge the costs billed by the Lessor pursuant to the preceding sentence in the same amount to the Sublessee, and the Sublessee agrees to pay such costs and likewise agrees to pay for the electricity consumed.

20.10.4 Payment for electricity consumed in connection with the operation of the Logo shall be payable annually in arrears or on the date of termination of this Agreement during the calendar year (whichever is earlier) on the basis of an invoice to be issued by the Lessee and delivered to the Sublessee with a maturity period of 15 days. Lessee shall issue an invoice pursuant to the preceding sentence in the same amount as shall be issued by Lessor to Lessee pursuant to the Lease Agreement.

20.10.5 The Lessor has agreed in the Lease Agreement to remove the Logo from the Building at the Lessee's request or on the date of termination of the Lease Agreement, but not later than 90 days after the termination of the Lease Agreement, at the Lessee's expense and responsibility, and to store the Logo at a location to be notified to the Lessee and the Sublessee. Sublessee shall take over the Logo within ten (10) business days of receipt of Lessor's and/or Lessee's call to take over the Logo (whichever is earlier), otherwise the Lessor will be entitled to have the Logo disposed at Lessee's expense. The Lessee shall charge the costs billed by the Lessor under this clause of the Agreement (for the removal of the Logo from the Building, storage of the Logo and, where applicable, the costs associated with the disposal of

the Logo) to the Sublessee in the same amount, and the Sublessee agrees to pay such costs on the basis of an invoice issued by the Lessee and delivered to the Sublessee.

- 2.1.4. Wording of clause 23.1 in Article 23 (Return of the Premises) of the Lease Agreement is fully abrogated and replaced by the following wording:

23.1 If this Agreement ceases to exist, the Sublessee is required to remove from the Premises on the last day of continuation of this Agreement (if the Agreement is withdrawn from, within not more than thirty (30) days of the extinction of this Agreement) all movable things/objects including, without limitation, work related items, furniture, machinery and portable equipment and installations procured and paid for by the Sublessee, including all that is contained in Annex 11 (Installations of Sublessee) and to return the Premises through the Lessee to the Lessor, or to the Lessee in "broom and tidy" condition (i.e. Premises cleaned and painted new, carpets cleaned) provided that Sublessee is required to remove from the Premises, at its own expense and on the date of return of the Premises to the Lessor, through Lessee, or to Lessee all Alterations that the Sublessee has implemented in breach of this Agreement as well as Alterations 1 approved by the Lessee contained in Annex 15 (Alterations 1) to this Agreement, unless Lessee provides in writing otherwise. If Sublessee requests that the Premises be brought in the "broom and tidy" condition (i.e. Premises cleaned and painted new, carpets cleaned) by the Lessee not later than twenty (20) days before the Premises return date, the Lessor will do so on the Lessee's request and the costs of such works up to EUR 15,000.- (in words: fifteen thousand euros), exclusive of VAT, will be borne by the Sublessee; this, however, will be without prejudice to the Sublessee's obligation to secure the vacation of the Premises and removal of Alterations implemented by the Sublessee in breach of this Agreement, if any, and Alterations 1 approved by the Lessee contained in Annex 15 (Alterations 1) to this Agreement.

- 2.1.5. New Annexes are added in clause 29.12 of Article 29 (Final Provisions) of the Sublease Agreement: Annex 15 - Alterations 1 in the wording attached as Annex 1 to this Amendment and Annex 16a – Logo 1, Annex 16b – Logo 2 in the wording attached as Annex 2 to this Amendment.

- 2.2. Other provisions of the Sublease Agreement remain unchanged.

3. Final Provisions

- 3.1. This Amendment becomes valid on the date of signature by both Parties and effective under Section 47a of the Civil Code on the day following the day of its publication in the manner under Section 5a et seq. of Act No. 211/2000 Coll. concerning free access to information and amending certain laws, as amended.
- 3.2. The following Annexes form an integral part of this Agreement:
Annex 1 – Annex 15 – Alterations 1
Annex 2 – Annex 16a – Logo 1, Annex 16b – Logo 2
- 3.3. This Amendment is executed in six (6) counterparts, of which three (3) counterparts in Slovak and three (3) counterparts in English, of which the Lessee will receive two (2) counterparts in English and two (2) counterparts in Slovak and the Sublessee will receive one (1) counterpart in English and one (1) counterpart in Slovak. Slovak and English versions of the Amendment are equally authentic.
- 3.4. This Amendment contains the entire agreement of the Parties with respect to the subject matter of this Amendment and supersedes any and all other written or oral agreements entered into with respect to the subject matter of this Amendment.
- 3.5. This Amendment may be amended only in writing in the form of numbered and dated amendments in an ascending order signed by both Parties.

- 3.6.** If any provision of this Amendment becomes invalid or unenforceable, it shall not affect the validity and enforceability of other provisions of this Amendment. The Parties undertake to replace invalid or unenforceable provision with a new provision, the wording of which shall correspond to the intent expressed by the original provision.
- 3.7.** The rights and obligations of the Parties arising from this Amendment are governed by the laws of the Slovak Republic.
- 3.8.** The Parties represent that they have read this Amendment carefully, understand its content and that they conclude as their free act and deed free from any error. The manifestations of their wills contained in this Amendment are considered by the Parties to be certain and understandable, expressed not in a duress and under onerous conditions. No circumstances are known to the Parties that would cause invalidity of any provisions of this Amendment. The Parties have signed this Amendment as a sign of their agreement to the contents of this Amendment.

SIGNATURE PAGE

In Bratislava on _____

Lessee

Technická inšpekcia, a.s.
Mgr. Marian Beliansky, chairman of the Board of Directors

In _____ on _____

Sublessee

European Labour Authority
Cosmin Boianiu, Executive Director