

GENERAL CONDITIONS OF AUDIT SERVICES

This General conditions of audit services (hereinafter referred to as the "GCAS") are applicable on services provided by the company BDO Audit, spol. s r.o., with its registered seat at Zochova 6-8, 811 03 Bratislava, identification number: 44 455 526, UDVA license No: 339, registration in Commercial register of District Court Bratislava I, Section: Sro, File No.: 54967/B as an auditor, based on a confirmation letter of the proposal or based on an agreement on audit services agreed by and between the auditor and client, containing the reference to this GCAS.

Definitions

Following words and terms used in this GCAS have the meaning as follows:

For the purpose of this GCAS and the Agreement the "**Agreement**" shall mean the contract on audit services agreed by and between the auditor and client, whose attachment no. 1 is this GCAS; the Agreement shall mean also the letter of the auditor with proposal agreed by the client.

For the purpose of this GCAS and the Agreement the "**Services**" shall mean the services defined in the article I of the Agreement provided by the auditor to the client based on the Agreement.

For the purpose of this GCAS and the Agreement the "**Audit**" shall mean the examination of the individual financial statements and the examination of the consistency of the individual annual report with the individual financial statements prepared in accordance with Act No. 431/2002 Coll. on Accounting as amended (hereinafter referred to as the "**Act on Accounting**") as well as examination of the financial reporting package prepared for consolidation purposes in compliance with the client's applicable financial reporting framework.

For the purpose of this GCAS and the Agreement the "**Review**" shall mean verification of the financial reporting package prepared for consolidation purposes in compliance with the client's applicable financial reporting framework. The objective of the Review is performance of the procedures which do not provide all the evidence that would be required in an audit, but enable the auditor to state whether anything has come to his attention that causes the auditor to believe that the financial reporting package is not prepared, in all material respects, in accordance with the applicable financial reporting framework (i.e. performance of the procedures with the lower level of assurance than in audit and expression of the negative assurance).

For the purpose of this GCAS and the Agreement the "**Act on audit**" shall mean shall mean Act No. 423/2015 Coll. on Statutory Audit and amendments to Act No. 431/2002 Coll. on Accounting as amended.

For the purpose of this Agreement the "**Non-audit Services**" shall mean especially services provided in the field of accounting, analysis of accounting systems, economic and financial advisory, property evaluation, preparation of recommendations and assessment of business strategy and other non-audit services which shall be provided by the auditor within the extent required by the client.

For the purpose of this Agreement the "**Documentation**" shall mean information regardless of their form necessary for the conduct of an audit, required by the auditor and/or provided by the client.

For the purpose of this Agreement the "**Confidential information**" shall mean any information which (i) the auditor learnt in relation with providing Services and (ii) is not normally available.

For the purpose of this Agreement the "**Client's Management**" shall mean the members of the client's statutory body or client's statutory body.

This definitions are applicable wherever this words and terms in the Agreement are used.

Rights and obligations of the auditor

1. The auditor shall be obliged to provide Services with due care and objectivity.
2. The auditor shall be obliged to comply with International Standards in Auditing, internal regulations issued by the Audit Oversight Authority and the Slovak Chamber of auditors and with the ethical code.
3. The auditor by providing Services shall be objective and independent from the client for whom the Services are provided. The auditor shall be obliged to take measures to minimize risks affecting the auditor's independence.
4. The auditor must not provide Services and conduct the Audit if the significance of these risks compared to the applied measures results in questioning the auditor's independence.
5. Before commencement of providing Services the auditor shall arrange with the client a form, extent and terms of submission of the required documentation and explanations by the client.
6. If constraints occur during providing Services which the auditor is not capable to eliminate or overcome in any way, not due to the auditor's own fault, the period for provision of Services shall be extended in the period of constraints duration. The auditor shall be obliged to inform the client on this fact without undue delay.
7. The auditor shall be obliged to inform immediately the Client's Management on identification of any significant shortcomings in accounting and preparation of the financial statements.
8. The auditor shall be obliged to plan and perform the tests in such a way that guarantees to the reasonable extent identification of possible significant inconsistencies arisen due to inaccurate data provided in the financial statements. The auditor shall not be obliged to carry out detailed testing of all the transactions so that all the possibly existing shortcomings may be identified.
9. Based on performed tests the auditor shall be obliged to express the auditor's opinion on the client's individual financial statements, financial reporting package and on data stipulated in the respective annual report. Issuance of the Auditor's report does not disburden the Client's Management of liability for the consequences of the inspections carried out by other competent inspection authorities.
10. The documentation prepared in relation with the providing Services is the auditor's property, constitute Confidential information and the auditor shall archive it pursuant to law and internal procedures.
11. When providing Services the auditor shall keep a file on client containing all the documentation and other necessary data related to the Services. The auditor shall keep this file for the period of ten years as of completion of termination of providing Services based on the Agreement.
12. The Services involves evaluation of the accounting principles used by the client and their compliance with accounting legislation, evaluation of the significant accounting estimates made by the client's statutory body or its members as well as evaluating the overall presentation of the financial statements or the financial reporting package.
13. Audit procedures used by the auditor are not aimed at provision of absolute assurance concerning potential tax duties which may arise as a consequence of tax authority inspection of the client. Audit procedures are aimed at obtaining the reasonable assurance concerning tax

risk of the client. However other potential tax liabilities may arise as a consequence of different interpretation of tax legal regulations by the tax authority.

14. The auditor is not in delay with fulfilling the auditor's duties under the Agreement particularly if the cooperation from the client was not duly and timely provided or if it was not provided in the form and manner required by the auditor. The extent and manner of required cooperation has to be adequate to the subject of the Agreement and only to the extent in which the cooperation may be justifiably required from the client.
15. The auditor is entitled to present the client as the entity for which the auditor has provided Services based on the Agreement for purposes of the auditor's references in the way which does not harm client's justifiable interests.
16. The auditor is also entitled to use the third party for the providing Services according to the Agreement if the third party meets the requirements stipulated by the Act on Audit.

Extension of period for Audit and Review

17. If during the providing Services the auditor requests the client for cooperation and the client does not cooperate or cooperates partially, the period for providing Services shall be extended by the period of delays in cooperation caused by the client.

Standards on Auditing

18. Standards on Auditing require planning and conducting the Audit in such a way that allows the auditor to obtain rather reasonable than absolute assurance, that the financial statements / the financial reporting package submitted to the auditor and the data based on which they are prepared do not include significant misstatements, whether due to fraud or error. Therefore it may occur that some significant misstatements remain undetected. The Audit is designated to detect neither errors nor frauds which do not significantly influence the financial statements / the financial reporting package. However the auditor shall warn the Client's Management on all the significant shortcomings or unlawful actions detected during auditor's work.

Excluding of liability of the auditor

19. The auditor shall not be held liable for inaccuracy and/or incompleteness of the information and documentation, provided by the client or for their further processing and evaluation.
20. The auditor shall not be held liable for inaccuracy and/or incompleteness of data contained in the outputs according to the Agreement, if this inaccuracy and/or incompleteness were caused by insufficient level of cooperation from the client's side and/or as a consequence of inaccuracy and/or incompleteness of the data provided by the client.
21. The auditor shall not be held liable for inaccuracy of the data contained in the outputs under the Agreement, if the inaccuracy of the data is completely and/or partially based on the change in legislation and other regulations which become effective after the delivery of outputs to the client.

Rights and obligations of the client

22. The client shall make duly and timely payment of the agreed remuneration for the Audit and the Review to the auditor.
23. The Client Management is responsible for complete, verifiable and accurate accounting that provides true and fair view of the client's assets, liabilities and equity, costs and revenues and the results of its financial performance. The financial statement / the financial reporting package have to be prepared in a comprehensive, clear and verifiable manner and shall provide

true and fair view of the client's assets and liabilities, the results of the client's financial operation and financial position. The Client Management shall be held liable for performance of internal controls, for the selection and application of accounting methods and client's property protection.

24. The client respects that pursuant to section 19 par. 2 of the Act on Accounting, the auditor must be approved as the auditor of the annual financial statements at the general assembly meeting or membership meeting of the client and the client is obliged to submit this approval to the auditor.
25. If the requirement of the Act on Accounting defined in the previous paragraph of this GCAS has not been met, then such audit cannot be considered as an audit conducted in accordance with the requirements of the Act on Accounting. Such audit is considered as voluntary audit conducted in accordance with ISA. In this case, if the auditor issues the auditor's report, it cannot be considered as the report issued on the basis of the audit conducted in accordance with the Act on Accounting.
26. The Client Management shall be held liable for the financial statements / the financial reporting package and for their preparation itself in accordance with applicable laws and regulations. The Client Management shall also be held liable for (i) maintenance of effective system of internal controls in the financial statement / the financial reporting package preparation process, (ii) for identification of all the laws and regulations applicable to the client's activities and their adherence and (iii) for the fact that all the accounting documentation and the related information shall be submitted to the auditor, as well as for the selection of the employees responsible for provision of all the necessary and useful information concerning audit to the Auditor.
27. In accordance with the Act on Audit the auditor shall pose questions to the Client Management and other employees in order to verify information included in the financial statements / the financial reporting package and the effectiveness of the client's internal control system. The client shall guarantee that based on the provision of relevant regulations the designated members of the Client Management shall provide the auditor upon his request with management representations confirming the accuracy and completeness of the data provided for the Services purposes based on the Agreement. The results of audit tests, answers to the auditor's questions and written representation of the Client Management as to the accuracy and completeness of the data shall constitute the base for the auditor's opinion on the financial statements / the financial reporting package.
28. The client respects that the Client's Management representation in regards of the accuracy and completeness of the data provided is very important for the effective providing of Services under the Agreement therefore the client agrees that the client shall hold neither the auditor nor his employees liable for possible costs and damages which relate to Service provision under this Agreement and arise as a consequence of the biased data provided in the Client Management representations.
29. The client shall be obliged to provide the auditor with the access to accounting books and records and other documents of the client for any time period on the required date and in the required extent as well as for the necessary information and explanations from responsible client's employees, which the auditor considers to be important for the examination. The auditor is also entitled to request inventory control in the area where deficiencies have been identified.
30. The client shall enable the auditor to be present at the client's physical stock-taking of its assets and at least one month ahead of the date of stock-taking the client shall agree with the auditor method and time schedule of stock-taking procedures. In case that the auditor cannot attend the stock-taking or in case of insufficient level of the stock-taking procedures ability to prove the existence and value of the assets, the auditor shall have a right to express in his opinion the extent of work limitation concerning examination of physical existence of assets.

The client shall provide the auditor and his employees or other authorised persons with free access to all premises and to all client's assets which are required for examination of physical existence of values recorded in accounting.

31. The client shall provide the auditor with all the information necessary for providing Services even if the information has already been provided to other auditors in relation to other projects. The auditor shall have a right to require explanation also in the written form signed by the responsible employee of the client if it is necessary according to the auditor's opinion and a nature of the problem.
32. The client hereby agrees with sharing of own Documentation necessary for conduction of the Audit or Review through electronic storage facility, into which access will be provided by the Auditor.
33. The client shall assign a person responsible for communication with the auditor upon the auditor's request. In such a case all the communication in regards of fulfilling of the Agreement shall be made by this person. The person shall be held liable for duly and timely communication and cooperation of the client with the auditor.
34. The client shall inform its responsible employee on the work schedule of audit works and shall guarantee his/her cooperation necessary for duly and timely performance of the provided Services.
35. The client shall provide the auditor with respective premises including office equipment required for performance of the provided Services (photocopier, printer, fax, internet connection).
36. If the client is obliged to disclose contracts in accordance with Act No. 211/2000 Coll. on Free access to information and on amendments of certain acts as later amended, he is required to disclose the Agreement and inform the auditor about this disclosure. If the Agreement is not disclosed in accordance with the Act mentioned above, the auditor is not obliged to issue the auditor's report.
37. The client respects that the auditor shall take appropriate steps in accordance with generally mandatory legal regulations on protection against legalization of proceeds from criminal activity and protection from financing of terrorism that are effective in the Slovak Republic. The client will provide the necessary cooperation to auditor in this respect.

Auditor's team composition and Audit outputs

38. The auditor shall provide Services under the Agreement and this GCAS by his team, whereas the client shall be entitled to require from the auditor information on the auditor's team structure, particularly the responsible of auditor.
39. The auditor shall issue an auditor's report on the client's financial statements and the financial reporting package under the terms and conditions stipulated in the Agreement. The auditor shall issue a qualified opinion if based on the performed tests the auditor identified inaccuracies which may significantly distort data reported in the financial statements or if internal control system reports significant errors or accounting is not kept accurately, completely and verifiably.
40. The auditor shall have a right to express in auditor's report also the limitation on scope of Audit if the auditor has not been able, due to objective reasons or the client's fault, to verify any important information reported in the financial statements or the financial reporting package.
41. The auditor shall be entitled to issue an adverse opinion if the nature and extent of identified inaccuracies is material that a qualification of the report is not adequate. If the effect of a

limitation on scope is so material that the auditor has not been able to obtain sufficient level of assurance in majority of significant items of the financial statements or the financial reporting package, the auditor shall refuse to issue the opinion. However, the auditor is obliged to issue a disclaimer of opinion describing the reasons for this kind of opinion.

42. The auditor shall issue a review report on the client's financial reporting package under the term and conditions stipulated in the Agreement.
43. The auditor shall issue a report on the consistency of annual report with audited financial statements of the client under the terms and stipulated in the Agreement.
44. Except for the outputs stipulated in paragraph 38 to 42 of this GCAS, the auditor shall issue a letter for the Client's Management which shall contain information on the shortcomings detected during the audit including the auditor's recommendations aimed at improvement of internal accounting and control system.
45. The letter for the Client's Management under the previous paragraph of this GCAS, the client shall not be entitled to publish, circulate or disclose in any other ways.
46. The client respects that he is not be entitled, without the prior written consent of the auditor, to publish, circulate or disclose in any other ways the whatever output of the auditor (or its parts); unless in such cases the client shall be entitled to publish it under the Act, in that case the client is obliged to inform the auditor before the publishing. If the client intends to publish or circulate in any other way its financial statements or the financial reporting package or their parts together with the auditor's report in a document which contains other information as well, the client agrees to provide the auditor with a draft of this document before it shall be printed and distributed, and without a consent of the auditor, that cannot be refused without a sufficient reasoning, the client shall not print and distribute the document. In case of publishing of selected data from the financial statements or the financial reporting package stating the name of the auditor, the client shall be obliged to request the Auditor for a reference report or a written standpoint in advance.

Auditor's Remuneration and way of invoice

47. The auditor shall be entitled to submit an invoice to the client including a remuneration for provided Services, expenses and VAT (if it is applicable), therefore the remuneration for provided Services is agreed as a fixed for one calendar year. Details in connection with the fixed remuneration and other conditions related to the special fees will be stipulated in the Agreement.
48. The auditor and client have expressly agreed and the client respects that that the auditor is entitled to fixed remuneration for provided Services even if the auditor cannot verify the financial statements or review the financial reporting package due to circumstances on the side of the client.
49. The amount of fixed remuneration has been agreed provided that the auditor shall receive adequate or required support from the client's employees when preparing schedules and other matters and that all necessary data will be submitted or made available in time in an adequate form and extent. The client shall be informed without undue delay on any additional time that the auditor spent in case of insufficient support from the client's employees or as a consequence of delays on the client's side with submission of data and this time shall be invoiced on the top of the fixed remuneration in hourly rate of 100 EUR, the client expressly agrees therewith.
50. In case the validity and effectiveness of the Agreement is for any reason terminated early, the auditor has a right for payment of fixed remuneration for Services that were performed until the date of termination of the Agreement.

51. Due date of the invoice issued by the Auditor is 14 (fourteen) days following the day of its issue provided that it has been sent to the client's address stipulated in the Agreement.
52. For the purpose of the Agreement and this GCAS the Audit shall be considered as conducted for the relevant calendar year on the date of the draft auditor's report submission.
53. For the purpose of the Agreement and this GCAS the Review shall be considered as conducted for the relevant calendar year on the date of the draft Review report submission.
54. In case the payment is delayed the auditor is entitled to claim a contractual penalty in the amount of 0,06 % from the unpaid amount for each day of delay.

Liability for damages

55. The client respects that the auditor is liable for any damages which arise during conducting the Audit under the article 28 paragraph 3 of the Act on audit. The client and the auditor expressly hereby declare that they do not presume and do not have any reason to presume that while providing Services under the Agreement or in relation with their provision any damages shall or may arise in the form of lost profit.
56. The client's disapproval with the auditor's opinion does not mean the breach of the Agreement and does not constitute a reason for reimbursement of any losses that may consequently arise to the client.
57. If the auditor will be obliged to perform such post-audit additional services, which will not be caused by auditor's action/non-action/omission, including (but not limited to) submission of statements by auditor in judicial proceedings, legal actions, administration and other proceedings related to audit ("additional services"), the client agrees to compensate to auditor the costs of such additional services provision.

It is agreed for the avoidance of doubt, that the auditor is in above cases entitled to compensation for time spent by provision of additional services, calculated on basis of hourly rate of EUR 150/1hr (excl. VAT) and to compensation of related expenses, which expenses have to be approved in advance by the client.

Further, the client agree to compensate to auditor the damages arisen to auditor as consequence of his statutory obligation to handover a thing and/or to handover IT data related to audit, which have to be submitted in relation to proceeding conducted against the client/or in relation to the client, unless such damages are covered by auditor's insurance/professional indemnity.

The entitlement of the auditor under this section will not apply to such actions, claims, losses, damages, costs and expenses, that were proved to occur as a consequence of breach of auditor or his employees' duties. This obligation of the client under this section remains effective during the entire period of works performed under the Agreement and consequently after its termination.

Claims of third parties

58. The Agreement has been concluded between the auditor and the client. Neither any part of the Agreement nor the contract itself establishes any contractual relation to any of the auditor's subcontractor. Therefore the auditor shall remain the sole contracting party, solely liable for the acts or omissions of all his sub-contractors, unless otherwise agreed in written.
59. The client hereby declares and warrants that he does not bring no claims or proceedings of any nature whatsoever against any of the auditor's subcontractor (including, but not limited to, BDO International Limited and Brussels Worldwide Services BVBA) in any way arising from, or in connection with the Services or the Agreement. These exclusions shall not apply to any

liability, claim or proceeding founded on an allegation of fraud or wilful misconduct or other liability that cannot be excluded under applicable laws.

60. The client by signing the Agreement agrees that any of the auditor's sub contractors who are to be involved in the Services provided under the Agreement shall each have the right to rely on and enforce paragraphs 57. And 58. Of this GCAS if they were parties to the Agreement.

Protection of Confidential information

61. The auditor, including all the members of the auditor's team, shall be obliged to maintain confidentiality regarding all the information which the auditor obtained while providing Services under the Agreement including Confidential information obtained from the third parties.
62. Confidentiality according to previous paragraph of this GCAS shall not be applied in case when the auditor and/or auditor's employee is obliged to provide or disclose such information in any other way to respective state authority.
63. The auditor shall not have a duty of confidentiality in regards of such confidential information when the auditor proves based on relevant evidence (i) that this information is known or has become generally known, (ii) that the auditor has received the information in a legal way from the third person and without any obligation to keep such information as confidential or protected by law or (iii) that this information could be provided based on express consent of the client.
64. The auditor, as „obligated person“, is in position of data controller in relation to personal data processing for purpose of Act No. 297/2008 Coll. On Prevention of Legalization of Proceeds of Criminal Activity and Terrorist Financing and on Amendments and Supplements to Certain Acts (hereinafter as „AML Act“) performance. The purpose of personal data processing is given by above AML Act, thus the personal data of the client will be processed by auditor in accordance with par.19 of the AML Act without consent of the data subject.
65. The auditor will process and protect personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter as „GDPR“) and in accordance with Act No. 18/2018 Coll. On Personal Data Protection and on Amendments and Supplements to Certain Acts (hereinafter as „Personal Data Protection Act“), as well as in compliance with any and all legal regulation implementign the above acts.
66. The client may provide the auditor with personal data of various natural persons during the pre-contractual relations, as well as during provision of services under the agreement. The client confirms by execution of the agreement, that he is person entitled to provide such personal data to auditor. The auditor is considered for purpose of the agreement as data controller of such personal data, according to article 4 section 7 of GDPR and/or par.5 letter o) of the Personal Data Protection Act.
67. The above stated shall not acquit client of his obligations pursuant to article 13 of GDPR with respect to data subjects. The auditor shall not have obligation under article 14 GDPR due to the duty of confidentiality according to Act on Audit.

Delivery

68. Unless otherwise stipulated in this GCAS and the Agreement, communication related to the Agreement shall be performed by fax, telephone or via e-mail with validity as of the day of the delivery to the other contracting party. Documents delivered under the Agreement and this GCAS shall be delivered by post or via currier service on the address stipulated in the Agreement

unless it has been changed in accordance with the following paragraph of this GCAS, i. e. by registered mail or personal delivery against signature. Document shall be considered as delivered also in such a case when a receiver does not accept this document. In this case the document is considered to be delivered on the date of its refusal by receiver or on the date of its return back to the sender.

69. The auditor and the client shall be obliged to inform each other in writing on their data changes stipulated in the Agreement.

Termination of Agreement

70. The Agreement shall be terminated by (i) withdrawal from the Agreement from the side of the client or (ii) withdrawal from the Agreement from the side of the auditor or (iii) based on consensual agreement or (iv) impossibility of fulfilment.

71. The client is entitled to withdraw from the Agreement solely in case when the auditor substantially breaches the auditor's obligation to provide Services with due professional care, the auditor has been informed on this fact in writing and no corrective action has been taken within the period of 30 (thirty) days as of the day of delivery of such written notice as well as in case when the constraints on the side of the auditor during providing Services, which is not capable to eliminate or overcome in other way, not due to the auditor's own fault, last more than 15 (fifteen) days. As of the withdrawal from the Agreement from the side of the client is considered also abjuration of the auditor pursuant to article 19 par. 2 of the act no. 431/2002 Coll. on Accounting as amended.

72. The auditor is entitled to withdraw from this Agreement solely in case if (i) the client breaches the obligation to provide to auditor with necessary cooperation, the client has been informed on this fact in writing and no corrective action has been taken within the period of 30 (thirty) days as of the day of delivery of such written notice or (ii) the client is in delay with payment obligation and no corrective action has been made even after a written notice of the auditor.

73. Contract of termination of the Agreement shall be concluded in writing. The date agreed in this contract is considered to be the date of this Agreement termination.

74. Fulfilment shall be considered impossible if any of the contracting parties can not fulfil their obligations as a consequence of the change in legislation: that prohibits or substantially limits the activity stipulated in the Agreement; or that requires special permission for which the contracting party unsuccessfully efforts; or lead to a change of the conditions as a consequence of which obstruction to fulfilment of obligation of contracting party under the Agreement and this GCAS occurs; or it allows to fulfil the obligation only with unacceptable increase in effort or costs which were not considered when concluding this Agreement nor it was possible to presume such costs when concluding this Agreement. In such a case Agreement shall be terminated as of the date of delivery of a written notice to the other contracting party.

Judicial proceeding

75. All disputes arisen based upon or in relation with the Agreement and/or legal relationship established by this Agreement shall be heard before respective court in Slovak republic. In case that according to Act no. 97/1963 Coll. On international civil law and procedure law as later amended, according to Council Regulation (EC) no. 44/2001 jurisdiction, recognition and enforcement of judgements in civil and commercial matters or according to other legal regulation, law or international convention regulating the jurisdiction of the courts when disputes with foreign part, Slovak court would not be stipulated as respective court, it shall be applied that the respective court according to agreement of Contracting Parties shall be District Court Bratislava I, Záhradnícka 10, 812 44 Bratislava.

Agreement and GCAS interpretation

76. If possible, each provision of this GCAS and the Agreement shall be interpreted in such a way that it is valid and effective according to valid legal regulation. Provided that any provision of this Agreement would be according to valid legal regulation unenforceable or invalid, it shall be ineffective only within extent of such unenforceability or invalidity and other provisions of this GCAS and the Agreement shall stay binding and fully valid and effective. In case of such unenforceability or invalidity the auditor and the client shall in good will negotiate to agree on changes and amendments of the Agreement which are required for realisation of its aim regarding this unenforceability or invalidity.
77. This GCAS is executed in Slovak and English language. In case of any discrepancies between the Slovak and English version the Slovak version shall prevail.

Assignment

78. Neither the Agreement nor any rights and duties arising under it, may be assigned by the auditor or the client on third party without previous written consent of other contracting party.

Employment of Auditor's employees

79. The Client shall not offer employment or other form of cooperation to employees or expert services suppliers of Auditor and any other entity of BDO group, including BDO Services, spol. s r.o., BDO, spol. s r.o., BDO Tax k.s., The Edison Consulting Group, spol. s r.o. or any other entity related to them (hereinafter referred to as "BDO group"), during the term of this Agreement and within one (1) year following its termination without written consent of Auditor. The Client is obliged to pay to Auditor contractual penalty amounting to EUR 30 000 for each breach of the obligation under previous sentence, i.e. in case of execution of employment relationship or other form of cooperation under Labour Code, Commercial or Civil Code. Such penalty will be payable within fourteen (14) days of the date of the first written demand in this respect. It is agreed for avoidance of the doubt, that obligation of the Client under this Section shall apply to such persons, who are/were in employment or other contractual relationship with Auditor or with other company from BDO group during the term of this Agreement or if such relationship was terminated during the term of this Agreement.

Employment of Client's employees

80. During the entire period of validity of the Agreement as well as 12 months after its termination, the auditor is not entitled to employ any employee or employees of the client or cooperate with them in any other manner other than specifically stipulated in the Agreement. Should the auditor breach this contractual agreement by employing a employee or employees of the client, the auditor is obliged to pay to the client a contractual penalty of 30 000,- EUR for each and every such contractual breach based on auditor's prior written request.

Complexity of the Agreement

81. Whole deal by and between the client and the auditor is incorporated in the Agreement concerning Services stipulated in the Agreement. The Agreement replaces any offers up to now, correspondence and communication either oral or in writing. Deals between the client and the auditor incorporated in the Agreement shall be even valid after termination of the Agreement.

Regulation of the Agreement

82. Law of Slovak republic shall apply to contracting relationship established by the Agreement. Unless provided otherwise by the Agreement provisions of section 566 and foll. of the Commercial Code as later amended and provisions of Act on Audit shall apply proportionally on legal relationship established by the Agreement.