

Agreement No.	type of agreement
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ACEMA Credit Czech, a.s., U Libeňského pivovaru 63/2, 180 00 Prague 8 - Libeň
 company identification No.: 26158761, tax identification No.: CZ26158761
 business company incorporated in the Companies Register at the Municipal Court in Prague, Section B, Insert 6408,
 represented by fog and fog, authorized persons
 (hereinafter referred to as the "Lender") and

Name and surname / Name of company	
Address of permanent residence / Registered office of the company	
Birth certificate No. / company identification No.	
Client No.	
Contact information	

(hereinafter referred to as the "Borrower")

concluded on this day the Credit Agreement No.

Article 1

Introductory Provisions

1. This Agreement is concluded under provisions of Section 2395 et seq. of Act No. 89/2012 Coll., Civil Code.
2. Part of the content hereof is determined by the Lender's Business Terms and Conditions for Consumer Credits Providing (hereinafter referred to as "BTC") and Fee and Remuneration Schedule – Consumer Credit (hereinafter referred to as "FRS"), both dated 1 September 2014. Differing provisions herein shall prevail over BTC wording.

Article 2

Subject of the Agreement

1. The Lender undertakes to provide the Borrower upon its request in its favor with a credit of the type up to **CZK in words (Czech crowns)** for the period of months from the day of handover of money (by debiting the creditor's account by the sum of money). Payment of the sum of money corresponding to the credit shall be made by transfer to the account / kept at under variable symbol .

Payment of line of credit shall be made by transfer to the above-mentioned account after delivery of original extract from the respective public list, i.e. Land Register abstract of title No. of owner Mr. (Mrs.) with registered lien of the Lender in the first place at the Land Register Office for the region of , cadastral district of , district of , municipality of , part of municipality to the Lender's address (see relating concluded respective pledge agreements). Both contracting parties agreed that in the case that there is, before payment of remaining part of the line of credit to the Borrower, registered in abstract of title No. , cadastral district , as the first in the order restriction of ownership right (in particular right of lien, writ of execution, etc.) in favor of other natural person or legal entity than the Lender (hereinafter referred to as the third party), the Lender shall be entitled to decrease the part of the line of credit being paid by 20% of the total amount of the arranged line of credit (at least CZK 30,000). After removal of restriction of the ownership right established by the Borrower in favor of third parties, described in previous sentence, the Lender undertakes to pay to the Borrower the unpaid remaining part of the line of credit.

2. The Borrower undertakes to repay to the Lender the credit amount to its account at Komerční banka, a.s. account No. **27- 4606790287/0100** under variable symbol , by regular monthly instalments, which include instalment of principal and interest – see the Annex Schedule of Instalments, which is an annex and integral part hereof.

3. Amount of the instalment under clause 2.2. hereof, including the attached Schedule of Instalments is set until the moment of total drawdown of the line of credit as maximum.

4. After the date of full drawdown of the credit the Lender shall send information to the Borrower on drawing termination and it shall provide to the Borrower new schedule of instalments with newly set instalment, which shall become a part hereof.

5. The first instalment shall be mature until the **day** in a month following debiting the Lender's account by the funds. Other

instalments shall be mature in monthly intervals on every **day** in a month from the first instalment to the full repayment.
6. The Borrower undertakes to pay to the Lender from the day of providing to the day of repayment of the funds interest on the sum owing amounting to % p.a., APR is mentioned in the schedule of instalments.

7. Receivable from this Agreement is secured by a mortgage and the credit is provided for the purposes of _____/without any purpose, as a consumer credit within the meaning of Act No. 145/2010 Coll., on Consumer Credit and Amendment to Some Acts.

8. The Borrower may repay the credit with interest earlier, by an unscheduled payment. Detailed conditions of the early repayment are regulated by BTC, in particular in clause 6.5. BTC.

9. The Borrower expressly agrees with the Lender starting to provide performance hereunder immediately after conclusion hereof, thus before expiry of period for withdrawal herefrom under Article 8 BTC.

Article 3

Contractual Remunerations

1. The Borrower undertakes to pay to the Lender for reservation of the funds the contractual remuneration. This contractual remuneration (commitment fee) represents the amount of % of the provided credit; Contractual remuneration (commitment fee) shall be mature on the day of drawing of the credit or its first part and shall be paid under clause 7.3 BTC, valid on the day of concluding hereof. Contracting parties further agreed that the Borrower shall pay to the Lender a fee of **2 %** of the provided line of credit for using (activation) of service "My Extra Instalment", which is specified in Article 5 hereof. This fee shall be mature on the day of drawing of the credit or its first part and shall be paid under clause 7.3 BTC. This provision is valid only provided that the service "My Extra Instalment" is arranged, thus by selecting of letters "MEI" in Article 5 hereof. Contracting parties further agreed that the Borrower shall pay to the Lender a fee for administration of the credit amounting to **CZK 349 / 549** monthly. Contracting parties further agreed that the Borrower shall pay to the Lender a fee amounting to **CZK 3,000** (in words three thousand Czech crowns) for using of the service "Concluding of Agreement out of the Lender's Registered Office", which is specified in Article 6 hereof. This fee shall be mature on the day of drawing of the credit or its first part and shall be paid under clause 7.3 BTC. This provision is valid only provided that the service "Concluding of Agreement out of the Lender's Registered Office" is arranged, thus by selecting of letters "YES" in Article 6 hereof. Contracting parties further agreed that the Borrower shall pay to the Lender a fee **amounting to ___%** from provided line of credit for using of service "VIP", which is specified in Article 7 hereof. This fee shall be mature on the day of drawing of the credit or its first part and shall be paid under clause 7.3 BTC. This provision is valid only provided that the service "VIP" is arranged, thus by selecting of letters "YES" in Article 7 hereof. Contracting parties further agreed that the Borrower shall pay to the Lender a fee amounting to 5% of the line of credit when drawing the line of credit under clause 8.2. hereof up to CZK 150,000 inclusive (in words one hundred and fifty thousand Czech crowns) or 7% of the line of credit when drawing the line of credit under clause 8.2. hereof more than CZK 150,000 to CZK 450,000 for using the service "Superexpress", which is specified in Article 8 hereof. This fee shall be mature on the day of drawing of the credit and shall be paid under clause 7.3 BTC. This provision is valid only provided that the service "Superexpress" is arranged, thus by selecting of letters "YES" in Article 8 hereof. Contracting parties further agreed that the Borrower shall pay to the Lender a fee amounting to **CZK 2,000** (in words two thousand Czech crowns) for securing of submitting of each one proposal for registration of right to the Land Register and it shall be paid under clause 7.3 BTC.

2. The Borrower's obligations shall be fulfilled by crediting the Lender's account with the respective funds within the period stated herein. The Lender shall be also entitled to set off these obligations against payment of the credit by unilateral setoff, with which the Borrower agrees.

3. With regard to the above-mentioned an amount decreased by the mentioned contractual fees and the final amount of which shall be **CZK (Czech crowns)**, shall be remitted to the Borrower by the Lender, provided that the Borrower asks for drawing of the whole amount of line of credit, to the account/s mentioned in clause 2.1 hereof.

4. The contracting parties expressly agreed that the amount mentioned in clause 3.3 hereof shall be decreased in the case of partial drawing on the basis of amendment/s hereto.

5. The Lender further informed the Borrower on the fact that if it uses any other charged services of the Lender before payment of the credit or if it does not fulfill contractual duty, for the breach of which a right may arise for the Lender to the contractual penalty, the Lender shall be entitled to set off also fees for such services and possible contractual penalties against payment of the credit by unilateral setoff, with which the Borrower agrees.

Article 4

Interest Rate Fixation

1. Parties arrange interest rate fixation mentioned in clause 2.6 or possibly in Article 7 hereof, for the period agreed in clause 4.2 hereof, if the total period of interest rate fixation is not mentioned, it shall be deemed that it is the same as duration of the credit.
2. Possibility of change of credit interest rate, rights and duties of the parties after expiry of period of fixation, possibility of setting of new fixation and other rights and duties of the parties related to the credit interest fixation are regulated in Article 12 BTC. The Borrower declares that it acquainted itself and agrees with conditions of the interest rate fixation provided by the Lender.

Total period of interest rate fixation (in months) is:

Article 5

Service My Extra Instalment

1. The parties agreed on possibility of providing of the service My Extra Instalment.
2. In the case of providing of service My Extra Instalment the Borrower shall be entitled, every 13th month of effectiveness hereof, when the provided credit is being repaid, to early repay part of the provided loan up to 25 % of the credit principal, provided that individual instalments are paid by the Borrower on due dates and at the same time provided that all other duties arising herefrom and from other provisions relating hereto are duly fulfilled (hereinafter referred to as the "Service of Unscheduled Payment"). In the case of using of the Service of Unscheduled Payment, the Borrower shall be entitled to early repay part of the provided credit under previous sentence for the fee mature on the date of the unscheduled payment.
3. Service My Extra Instalment is provided by the Lender for the fee of 2 % of the provided line of credit and which is mature on the date of drawing of the credit. Amount of fee for each using of service My Extra Instalment is set in FRS of the Lender.
4. The parties agreed on providing of service My Extra Instalment as follows (providing of service My Extra Instalment must be selected by writing of letters "MEI" for selection of service My Extra Instalment or by crossing out of the box with letter "X" for selection of non-providing of service My Extra Instalment):

My Extra Instalment:

Article 6

Concluding of Agreement out of the Lender's Registered Office

1. Parties agreed on possibility of providing of the service Concluding of Agreement out of the Lender's Registered Office.
2. Upon the Borrower's request it is possible to conclude this Agreement out of the Lender's Registered Office. Service Concluding of Agreement out of the Lender's Registered Office is provided by the Lender for fee of CZK 3,000, which is mature on the date of drawing of the credit.
3. The parties agreed on providing of service Concluding of Agreement out of the Lender's Registered Office as follows (providing of service Concluding of Agreement out of the Lender's Registered Office must be selected by writing of letters "YES" for selection of the service or by writing of letters "NO" for selection of non-providing of the service):

The Borrower asks for Concluding of Agreement out of the Lender's Registered Office:

Article 7

Service VIP

1. Parties agreed on possibility of providing of the service VIP.
2. By providing of service VIP the Lender provides reduced interest rate to the Borrower. The reduced interest rate is by % percentage point lower than rate mentioned in clause 2.6 hereof and thus it is %.
3. Service VIP is provided by the Lender for the fee of % of the line of credit and which is mature on the date of drawing of the credit.
4. In the case that the Borrower is, anytime during duration of relations herefrom, in delay in payment of instalments or it breaches its duties arising herefrom or from BTC in another manner, the Lender shall be entitled to set by written notification to the Borrower the interest rate at the originally agreed amount mentioned in clause 2.6 hereof, thus amounting to %.
5. The parties agreed on providing of service VIP as follows (providing of service VIP must be selected by writing of letters "YES" for selection of the service or by writing of letters "NO" for selection of non-providing of the service):

Service VIP:

Article 8

Service Superexpress

1. Parties agreed on possibility of providing of the service Superexpress.
2. By providing of service Superexpress the Lender will provide the Borrower with funds amounting up to 50% of line of credit, however not more than CZK 400,000 (in words four hundred thousand Czech crowns) within 5 business days from the date, on which letter P is entered in section C in the abstract of title mentioned in clause 2.1 hereof.
3. Remaining part of the funds shall be transferred to the Borrower's account within 5 business days from fulfillment of conditions mentioned in clause 2.1 hereof.
4. Service Superexpress is provided by the Lender for fee of 5% of the line of credit when drawing the line of credit under clause 8.2 hereof up to CZK 150,000 inclusive (in words one hundred and fifty thousand Czech crowns) or 7% of the line of credit when drawing the line of credit under clause 8.2. hereof more than CZK 150,000 to CZK 400,000. The fee shall be mature on the date of drawing of the credit.
5. The parties agreed on providing of service Superexpress as follows: For providing of service Superexpress it is necessary to write letters "YES" or letters "NO" for selection of non-providing of the service.
6. The Lender reserves no to provide the service, if there is a writ of execution ordered to the Borrower or pledger or if insolvency proceedings are initiated with them.

Article 9

Contractual Penalties

1. The parties agree on the Borrower's duty to pay a contractual penalty to the Lender in case of breach of some provisions of BTC or hereof, namely (i) for breach of duties under clause 5.3 a) BTC contractual penalty amounting to 15 % of nominal amount of the credit, for breach of duty under clause 5.3 b) BTC contractual penalty amounting to CZK 5,000, (ii) for breach of duties under clause 5.4 BTC contractual penalty amounting to 5 % of nominal amount of the credit, (iii) for breach of duties under clause 5.5 BTC contractual penalty amounting to 12 % of nominal amount of the credit, (iv) for breach of any of the duties under clause 5.10 BTC contractual penalty amounting to 15% of nominal amount of the credit, however not more than CZK 50,000, (v) for breach of duties under clause 6.2 c) BTC contractual penalty amounting to 10 % of nominal amount of the credit, (vi) for breach of any of the Borrower's duties under clause 6.11 BTC contractual penalty amounting to 5 % of nominal amount of the credit, (vii) for breach of duties under clause 10.3 BTC contractual penalty amounting to 7.5% of nominal amount of the credit, (viii) for breach of duties under clause 10.4 BTC contractual penalty amounting to CZK 9,900, (x) for every other breach of provisions of conditions of BTC or hereof contractual penalty amounting to 10 % of nominal amount of the credit.
2. In case of the Borrower's delay in payment of any financial obligation the right shall arise for the Lender to the contractual penalty amounting to 0.25 % of the unrepaid amount of the obligation for each day of delay, until the full payment of all the Borrower's obligations towards the Lender.

**Article 10
Final Provisions**

1. The Borrower declares that it had possibility to acquaint itself with wording of offer of this Agreement, of the whole BTC and FRS and Form for standard information on consumer credit (hereinafter referred to as the "Form") and any and all information stated there well in advance before conclusion hereof. The Borrower further declares that it was provided with the form for withdrawal herefrom.
2. BTC, FRS and the Form are Annex and integral part hereof, the Borrower acquainted itself with the content thereof and it agrees with it. The Borrower confirms takeover of this Agreement, including BTC, FRS and the Form. The Borrower declares that it expressly accepts all provisions of BTC to the extent of Article 1 to Article 16. Wording of BTC can be also found on www.acema.cz, in establishment or registered office of the Lender.
3. The Borrower agrees that the Lender shall be entitled to provide performance for the Borrower towards other creditors. If the Lender fulfills a debt for the Borrower to other creditor, the Lender may require from such other creditor before fulfillment or at fulfillment, to assign to it its receivable in the Borrower.
4. Content of this Agreement may be changed only by legal act in written or stricter form; possibility to change content of the Agreement also in another form is excluded by the parties. This Agreement is drawn up in 3 counterparts, each of which is original. One counterpart shall be handed over after conclusion hereof to the Borrower, two counterparts shall remain with the Lender. This Agreement shall become valid and effective on the date of conclusion hereof.
5. Contracting parties declare that they are fully capable and that any and all data mentioned herein are true and complete. Contracting parties agreed that if there are more persons acting on the part of the Borrower, such persons shall be bound jointly and severally and the Lender may require whole performance or any parts thereof from all co-borrowers, only from some of them or from any of the co-borrowers.
6. By signing hereof the contracting parties confirm that they have read all conditions hereof, that they understood all provisions of this Agreement and of BTC and FRS, that these provisions represent their free and serious will and that the Agreement has not been concluded under the threat of physical or mental violence or in distress.
7. If any provision hereof becomes invalid or ineffective, this shall not affect remaining content hereof. In such case the contracting parties undertake to replace such invalid or ineffective provision by such provision, which will be by its content and purpose as close to the invalid or ineffective provision as possible and which will be in conformity with valid legal order.

In Prague on.....

In Prague on.....

ACEMA Credit Czech, a.s.

personal signature

personal signature
Representative: fog
Capacity: authorized person

personal signature
Representative: fog
Capacity: authorized person

For commercial department (name, surname) personal signature

Name and surname:		ID Loan	
Annual interest rate:	%	Line of credit:	CZK
APR:	%	Maturity (months):	

Instalment No.	Date	Instalment	Principal	Interest	Fee	Unrepaid principal
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Agreement No.	type of agreement
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ACEMA Credit Czech, a.s., U Libeňského pivovaru 63/2, 180 00 Prague 8 - Libeň
 company identification No.: 26158761, tax identification No.: CZ26158761
 business company incorporated in the Companies Register at the Municipal Court in Prague, Section B, Insert 6408,
 represented by fog and fog, authorized persons
 (hereinafter referred to as the "Lender") and

Name and surname / Name of company	
Address of permanent residence / Registered office of the company	
Birth certificate No. / company identification No.	
Client No.	
Contact information	

(hereinafter referred to as the "Borrower")

concluded on this day the Credit Agreement No.

Article 1

Introductory Provisions

1. This Agreement is concluded under provisions of Section 2395 et seq. of Act No. 89/2012 Coll., Civil Code.
2. Part of the content hereof is determined by the Lender's Business Terms and Conditions for Providing of Credits to Consumers (hereinafter referred to as "BTC") and Fee and Remuneration Schedule –Credit to Consumer (hereinafter referred to as "FRS"), both dated 1 September 2014. Differing provisions herein shall prevail over BTC wording.

Article 2

Subject of the Agreement

1. The Lender undertakes to provide the Borrower upon its request in its favor with a credit of the type up to **CZK in words (Czech crowns)** for the period of months from the day of handover of money (by debiting the creditor's account by the sum of money). Payment of the sum of money corresponding to the credit shall be made by transfer to the account / kept at under variable symbol .

Payment of line of credit shall be made by transfer to the above-mentioned account after delivery of original extract from the respective public list, i.e. Land Register abstract of title No. of owner Mr. (Mrs.) with registered lien of the Lender in the first place at the Land Register Office for the region of , cadastral district of , district of , municipality of , part of municipality to the Lender's address (see relating concluded respective pledge agreements). Both contracting parties agreed that in the case that there is, before payment of remaining part of the line of credit to the Borrower, registered in abstract of title No. , cadastral district , as the first in the order restriction of ownership right (in particular right of lien, writ of execution, etc.) in favor of other natural person or legal entity than the Lender (hereinafter referred to as the third party), the Lender shall be entitled to decrease the part of the line of credit being paid by 20% of the total amount of the arranged line of credit (at least CZK 30,000). After removal of restriction of the ownership right established by the Borrower in favor of third parties, described in previous sentence, the Lender undertakes to pay to the Borrower the unpaid remaining part of the line of credit.

2. The Borrower undertakes to repay to the Lender the credit amount to its account at Komerční banka, a.s. account No. **27- 4606790287/0100** under variable symbol , by regular monthly instalments, which include instalment of principal and interest – see the Annex Schedule of Instalments, which is an annex and integral part hereof.
3. Amount of the instalment under clause 2.2. hereof, including the attached Schedule of Instalments is set until the moment of total drawdown of the line of credit as maximum.
4. After the date of full drawdown of the credit the Lender shall send information to the Borrower on drawing termination and it shall provide to the Borrower new schedule of instalments with newly set instalment, which shall become a part hereof.

5. The first instalment shall be mature until the day in a month following debiting the Lender's account by the funds. Other instalments shall be mature in monthly intervals on every day in a month from the first instalment to the full repayment.
6. The Borrower undertakes to pay to the Lender from the day of providing to the day of repayment of the funds interest on the sum owing amounting to % p.a., APR is mentioned in the schedule of instalments.

7. Receivable from this Agreement is secured by a mortgage and the credit is provided for the purposes of housing, for the change in construction within the meaning of Act No. 183/2006 Coll., on Town and Country Planning and Building Code (Building Act), as amended, (hereinafter referred to as the "change in construction"), the building reg. No. , on land lot No. ,, cadastral district of , part of municipality of . The credit is provided for the **purposes of constructional adaptations (for repayment of the credit provided for the purposes of housing, the purpose of which was change in construction – constructional adaptations)**.

8. The Borrower may repay the credit with interest earlier, by an unscheduled payment. Detailed conditions of the early repayment are regulated by BTC, in particular in clause 6.5. BTC.

9. The Borrower expressly agrees with the Lender starting to provide performance hereunder immediately after conclusion hereof, thus before expiry of period for withdrawal herefrom under Article 8 BTC.

Article 3

Contractual Remunerations

1. The Borrower undertakes to pay to the Lender for reservation of the funds the contractual remuneration. This contractual remuneration (commitment fee) represents the amount of % of the provided credit; Contractual remuneration (commitment fee) shall be mature on the day of drawing of the credit or its first part and shall be paid under clause 7.3 BTC, valid on the day of concluding hereof. Contracting parties further agreed that the Borrower shall pay to the Lender a fee of **2 %** of the provided line of credit for using (activation) of service "My Extra Instalment", which is specified in Article 5 hereof. This fee shall be mature on the day of drawing of the credit or its first part and shall be paid under clause 7.3 BTC. This provision is valid only provided that the service "My Extra Instalment" is arranged, thus by selecting of letters "MEI" in Article 5 hereof. Contracting parties further agreed that the Borrower shall pay to the Lender a fee for administration of the credit amounting to **CZK 349 / 549** monthly. Contracting parties further agreed that the Borrower shall pay to the Lender a fee amounting to **CZK 3,000** (in words three thousand Czech crowns) for using of the service "Concluding of Agreement out of the Lender's Registered Office", which is specified in Article 6 hereof. This fee shall be mature on the day of drawing of the credit or its first part and shall be paid under clause 7.3 BTC. This provision is valid only provided that the service "Concluding of Agreement out of the Lender's Registered Office" is arranged, thus by selecting of letters "YES" in Article 6 hereof. Contracting parties further agreed that the Borrower shall pay to the Lender a fee amounting to **__%** from provided line of credit for using of service "VIP", which is specified in Article 7 hereof. This fee shall be mature on the day of drawing of the credit or its first part and shall be paid under clause 7.3 BTC. This provision is valid only provided that the service "VIP" is arranged, thus by selecting of letters "YES" in Article 7 hereof. Contracting parties further agreed that the Borrower shall pay to the Lender a fee amounting to 5% of the line of credit when drawing the line of credit under clause 8.2. hereof up to CZK 150,000 inclusive (in words one hundred and fifty thousand Czech crowns) or 7% of the line of credit when drawing the line of credit under clause 8.2. hereof more than CZK 150,000 to CZK 450,000 for using the service "Superexpress", which is specified in Article 8 hereof. This fee shall be mature on the day of drawing of the credit and shall be paid under clause 7.3 BTC. This provision is valid only provided that the service "Superexpress" is arranged, thus by selecting of letters "YES" in Article. Contracting parties further agreed that the Borrower shall pay to the Lender a fee amounting to **CZK 2,000** (in words two thousand Czech crowns) for securing of submitting of each one proposal for registration of right to the Land Register and it shall be paid under clause 7.3 BTC.
2. The Borrower's obligations shall be fulfilled by crediting the Lender's account with the respective funds within the period stated herein. The Lender shall be also entitled to set off these obligations against payment of the credit by unilateral setoff, with which the Borrower agrees.
3. With regard to the above-mentioned an amount decreased by the mentioned contractual fees and the final amount of which shall be **CZK (Czech crowns)**, shall be remitted to the Borrower by the Lender, provided that the Borrower asks for drawing of the whole amount of line of credit, to the account/s mentioned in clause 2.1 hereof.
4. The contracting parties expressly agreed that the amount mentioned in clause 3.3 hereof shall be decreased in the case of partial drawing on the basis of amendment/s hereto.
5. The Lender further informed the Borrower on the fact that if it uses any other charged services of the Lender before payment of the credit or if it does not fulfill contractual duty, for the breach of which a right may arise for the Lender to the

contractual penalty, the Lender shall be entitled to set off also fees for such services and possible contractual penalties against payment of the credit by unilateral setoff, with which the Borrower agrees.

Article 4

Interest Rate Fixation

1. Parties arrange interest rate fixation mentioned in clause 2.6 or possibly in Article 7 hereof, for the period agreed in clause 4.2 hereof, if the total period of interest rate fixation is not mentioned, it shall be deemed that it is the same as duration of the credit.
2. Possibility of change of credit interest rate, rights and duties of the parties after expiry of period of fixation, possibility of setting of new fixation and other rights and duties of the parties related to the credit interest fixation are regulated in Article 11 BTC. The Borrower declares that it acquainted itself and agrees with conditions of the interest rate fixation provided by the Lender.

Total period of interest rate fixation (in months) is:

Article 5

Service My Extra Instalment

1. The parties agreed on possibility of providing of the service My Extra Instalment.
2. In the case of providing of service My Extra Instalment the Borrower shall be entitled, every 13th month of effectiveness hereof, when the provided credit is being repaid, to early repay part of the provided loan up to 25 % of the credit principal, provided that individual instalments are paid by the Borrower on due dates and at the same time provided that all other duties arising herefrom and from other provisions relating hereto are duly fulfilled (hereinafter referred to as the "Service of Unscheduled Payment"). In the case of using of the Service of Unscheduled Payment, the Borrower shall be entitled to early repay part of the provided credit under previous sentence for the fee mature on the date of the unscheduled payment.
3. Service My Extra Instalment is provided by the Lender for the fee of 2 % of the provided line of credit and which is mature on the date of drawing of the credit. Amount of fee for each using of service My Extra Instalment is set in FRS of the Lender.
4. The parties agreed on providing of service My Extra Instalment as follows (providing of service My Extra Instalment must be selected by writing of letters "MEI" for selection of service My Extra Instalment or by crossing out of the box with letter "X" for selection of non-providing of service My Extra Instalment):

My Extra Instalment:

Article 6

Concluding of Agreement out of the Lender's Registered Office

1. Parties agreed on possibility of providing of the service Concluding of Agreement out of the Lender's Registered Office.
2. Upon the Borrower's request it is possible to conclude this Agreement out of the Lender's Registered Office. Service Concluding of Agreement out of the Lender's Registered Office is provided by the Lender for fee of CZK 3,000, which is mature on the date of drawing of the credit.
3. The parties agreed on providing of service Concluding of Agreement out of the Lender's Registered Office as follows (providing of service Concluding of Agreement out of the Lender's Registered Office must be selected by writing of letters "YES" for selection of the service or by writing of letters "NO" for selection of non-providing of the service):

The Borrower asks for Concluding of Agreement out of the Lender's Registered Office:

Article 7

Service VIP

1. Parties agreed on possibility of providing of the service VIP.
2. By providing of service VIP the Lender provides reduced interest rate to the Borrower. The reduced interest rate is by % percentage point lower than rate mentioned in clause 2.6 hereof and thus it is %.
3. Service VIP is provided by the Lender for the fee of % of the line of credit and which is mature on the date of drawing of the credit.
4. In the case that the Borrower is, anytime during duration of relations herefrom, in delay in payment of instalments or it breaches its duties arising herefrom or from BTC in another manner, the Lender shall be entitled to set by written notification to the Borrower the interest rate at the originally agreed amount mentioned in clause 2.6 hereof, thus amounting to %.
5. The parties agreed on providing of service VIP as follows (providing of service VIP must be selected by writing of letters "YES" for selection of the service or by writing of letters "NO" for selection of non-providing of the service):

Service VIP:

Article 8

Service Superexpress

1. Parties agreed on possibility of providing of the service Superexpress.
2. By providing of service Superexpress the Lender will provide the Borrower with funds amounting up to 50% of line of credit, however not more than CZK 450,000 (in words four hundred and fifty thousand Czech crowns) within 5 business days from the date, on which letter P is entered in section C in the abstract of title mentioned in clause 2.1 hereof.
3. Remaining part of the funds shall be transferred to the Borrower's account within 5 business days from fulfillment of conditions mentioned in Article 2, paragraph 1 hereof.
4. Service Superexpress is provided by the Lender for fee of 5% of the line of credit when drawing the line of credit under clause 8.2 hereof up to CZK 150,000 inclusive (in words one hundred and fifty thousand Czech crowns) or 7% of the line of credit when drawing the line of credit under clause 8.2. hereof more than CZK 150,000 to CZK 450,000. The fee shall be mature on the date of drawing of the credit.
5. The parties agreed on providing of service Superexpress as follows: For providing of service Superexpress it is necessary to write letters "YES" or letters "NO" for selection of non-providing of the service.
6. The Lender reserves no to provide the service, if there is a writ of execution ordered to the Borrower or pledger or if insolvency proceedings are initiated with them.

Superexpress amount:

Superexpress:

Article 9

Contractual Penalties

1. The parties agree on the Borrower's duty to pay a contractual penalty to the Lender in case of breach of some provisions of BTC or hereof, namely (i) for breach of duties under clause 5.3 a) BTC contractual penalty amounting to 15 % of nominal amount of the credit, for breach of duty under clause 5.3 b) BTC contractual penalty amounting to CZK 5,000, (ii) for breach of duties under clause 5.4 BTC contractual penalty amounting to 5 % of nominal amount of the credit, (iii) for breach of duties under clause 5.5 BTC contractual penalty amounting to 12 % of nominal amount of the credit, (iv) for breach of any of the duties under clause 5.10 BTC contractual penalty amounting to 15% of nominal amount of the credit, however not more than CZK 50,000, (v) for breach of duties under clause 6.2 c) BTC contractual penalty amounting to 10 % of nominal amount of the credit, (vi) for breach of any of the Borrower's duties under clause 6.11 BTC contractual penalty amounting to 5 % of nominal amount of the credit, (vii) for breach of duties under clause 9.3 BTC contractual penalty amounting to 7.5% of nominal amount of the credit, (viii) for breach of duties under clause 9.4 BTC contractual penalty amounting to CZK 9,900, (ix) for every other breach of provisions of conditions of BTC or hereof contractual penalty amounting to 10 % of nominal amount of the credit.

2. In case of the Borrower's delay in payment of any financial obligation the right shall arise for the Lender to the contractual penalty amounting to 0.25 % of the unrepaid amount of the obligation for each day of delay, until the full payment of all the Borrower's obligations towards the Lender.

**Article 10
Final Provisions**

1. The Borrower declares that it had possibility to acquaint itself with wording of offer of this Agreement, of the whole BTC and FRS and any and all information stated there well in advance before conclusion hereof. The Borrower further declares that it was provided with the form for withdrawal herefrom.
2. BTC and FRS are Annex and integral part hereof, the Borrower acquainted itself with the content thereof and it agrees with it. The Borrower confirms takeover of this Agreement, including BTC and FRS. The Borrower declares that it expressly accepts all provisions of BTC and FRS to the extent of Article 1 to Article 15. Wording of BTC and FRS can be also found on www.acema.cz, in establishment or registered office of the Lender.
3. The Borrower agrees that the Lender shall be entitled to provide performance for the Borrower towards other creditors. If the Lender fulfills a debt for the Borrower to other creditor, the Lender may require from such other creditor before fulfillment or at fulfillment, to assign to it its receivable in the Borrower.
4. Content of this Agreement may be changed only by legal act in written or stricter form; possibility to change content of the Agreement also in another form is excluded by the parties. This Agreement is drawn up in 3 counterparts, each of which is original. One counterpart shall be handed over after conclusion hereof to the Borrower, two counterparts shall remain with the Lender. This Agreement shall become valid and effective on the date of conclusion hereof.
5. Contracting parties declare that they are fully capable and that any and all data mentioned herein are true and complete. Contracting parties agreed that if there are more persons acting on the part of the Borrower, such persons shall be bound jointly and severally and the Lender may require whole performance or any parts thereof from all co-borrowers, only from some of them or from any of the co-borrowers.
6. By signing hereof the contracting parties confirm that they have read all conditions hereof, that they understood all provisions of this Agreement and of BTC and FRS, that these provisions represent their free and serious will and that the Agreement has not been concluded under the threat of physical or mental violence or in distress.
7. If any provision hereof becomes invalid or ineffective, this shall not affect remaining content hereof. In such case the contracting parties undertake to replace such invalid or ineffective provision by such provision, which will be by its content and purpose as close to the invalid or ineffective provision as possible and which will be in conformity with valid legal order.

In Prague on.....

In Prague on.....
ACEMA Credit Czech, a.s.

personal signature

personal signature
Representative: fog
Capacity: authorized person

personal signature
Representative: fog
Capacity: authorized person

For commercial department (name, surname) personal signature

Name and surname:		ID Loan				
Annual interest rate:	%	Line of credit:	CZK			
APR:	%	Maturity (months):				
Instalment No.	Date	Instalment	Principal	Interest	Fee	Unrepaid principal

Agreement No.	type of agreement
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ACEMA Credit Czech, a.s., U Libeňského pivovaru 63/2, 180 00 Prague 8 - Libeň
 company identification No.: 26158761, tax identification No.: CZ26158761
 business company incorporated in the Companies Register at the Municipal Court in Prague, Section B, Insert 6408,
 represented by fog and fog, authorized persons
 (hereinafter referred to as the "Lender") and

Name and surname / Name of company	
Address of permanent residence / Registered office of the company	
Birth certificate No. / company identification No.	
Client No.	
Contact information	

(hereinafter referred to as the "Borrower")

concluded on this day the Credit Agreement No.

Article 1

Introductory Provisions

1. This Agreement is concluded under provisions of Section 2395 et seq. of Act No. 89/2012 Coll., Civil Code.
2. Part of the content hereof is determined by the Lender's Business Terms and Conditions for Providing of Business Loans dated 1 September 2014 (hereinafter referred to as "BTC"). Differing provisions herein shall prevail over BTC wording.

Article 2

Subject of the Agreement

1. The Lender undertakes to provide the Borrower upon its request in its favor with a credit of the type up to **CZK in words (Czech crowns)** for the period of months from the day of handover of money (by debiting the creditor's account by the sum of money). Payment of the sum of money corresponding to the credit shall be made by transfer to the account / kept at under variable symbol .

Payment of line of credit shall be made by transfer to the above-mentioned account after delivery of original extract from the respective public list, i.e. Land Register abstract of title No. of owner Mr. (Mrs.) with registered lien of the Lender in the first place at the Land Register Office for the region of , cadastral district of , district of , municipality of , part of municipality to the Lender's address (see relating concluded respective pledge agreements). Both contracting parties agreed that in the case that there is, before payment of remaining part of the line of credit to the Borrower, registered in abstract of title No. , cadastral district , as the first in the order restriction of ownership right (in particular right of lien, writ of execution, etc.) in favor of other natural person or legal entity than the Lender (hereinafter referred to as the third party), the Lender shall be entitled to decrease the part of the line of credit being paid by 20% of the total amount of the arranged line of credit (at least CZK 30,000). After removal of restriction of the ownership right established by the Borrower in favor of third parties, described in previous sentence, the Lender undertakes to pay to the Borrower the unpaid remaining part of the line of credit.

2. The Borrower undertakes to repay to the Lender the credit amount to its account at Komerční banka, a.s. account No. **27- 4606790287/0100** under variable symbol , by regular monthly instalments, which include instalment of principal and interest – see the Annex Schedule of Instalments, which is an annex and integral part hereof.

3. Amount of the instalment under clause 2.2. hereof, including the attached Schedule of Instalments is set until the moment of total drawdown of the line of credit as maximum.

4. After the date of full drawdown of the credit the Lender shall send information to the Borrower on drawing termination and it shall provide to the Borrower new schedule of instalments with newly set instalment, which shall become a part hereof.

5. The first instalment shall be mature until the day in a month following debiting the Lender's account by the funds. Other

instalments shall be mature in monthly intervals on every day in a month from the first instalment to the full repayment.
6. The Borrower undertakes to pay to the Lender from the day of providing to the day of repayment of the funds interest on the sum owing amounting to % p.a..

7. Receivable from this Agreement is secured by a mortgage; the credit is provided for the business purposes.

8. The Borrower may repay the credit with interest earlier, by an unscheduled payment. Detailed conditions of the early repayment are regulated by BTC, in particular in clause 6.5. BTC.

Article 3
Contractual Remunerations

1. The Borrower undertakes to pay to the Lender for reservation of the funds the contractual remuneration. This contractual remuneration (commitment fee) represents the amount of % of the provided credit; Contractual remuneration (commitment fee) shall be mature on the day of drawing of the credit or its first part and shall be paid under clause 7.3 BTC, valid on the day of concluding hereof. Contracting parties further agreed that the Borrower shall pay to the Lender a fee of **2 %** of the provided line of credit for using (activation) of service "My Extra Instalment", which is specified in Article 5 hereof. This fee shall be mature on the day of drawing of the credit or its first part and shall be paid under clause 7.3 BTC. This provision is valid only provided that the service "My Extra Instalment" is arranged, thus by selecting of letters "MEI" in Article 5 hereof. Contracting parties further agreed that the Borrower shall pay to the Lender a fee for administration of the credit amounting to **CZK 349 / 549** monthly. Contracting parties further agreed that the Borrower shall pay to the Lender a fee amounting to **CZK 3,000** (in words three thousand Czech crowns) for using of the service "Concluding of Agreement out of the Lender's Registered Office", which is specified in Article 6 hereof. This fee shall be mature on the day of drawing of the credit or its first part and shall be paid under clause 7.3 BTC. This provision is valid only provided that the service "Concluding of Agreement out of the Lender's Registered Office" is arranged, thus by selecting of letters "YES" in Article 6 hereof. Contracting parties further agreed that the Borrower shall pay to the Lender a fee amounting to **__%** from provided line of credit for using of service "VIP", which is specified in Article 7 hereof. This fee shall be mature on the day of drawing of the credit or its first part and shall be paid under clause 7.3 BTC. This provision is valid only provided that the service "VIP" is arranged, thus by selecting of letters "YES" in Article 7 hereof. Contracting parties further agreed that the Borrower shall pay to the Lender a fee amounting to **5%** of the line of credit when drawing the line of credit under clause 8.2. hereof up to CZK 150,000 inclusive (in words one hundred and fifty thousand Czech crowns) or 7% of the line of credit when drawing the line of credit under clause 8.2. hereof more than CZK 150,000 to CZK 450,000 for using the service "Superexpress", which is specified in Article 8 hereof. This fee shall be mature on the day of drawing of the credit and shall be paid under clause 7.3 BTC. This provision is valid only provided that the service "Superexpress" is arranged, thus by selecting of letters "YES" in Article 8 hereof. Contracting parties further agreed that the Borrower shall pay to the Lender a fee amounting to **CZK 2,000** (in words two thousand Czech crowns) for securing of submitting of each one proposal for registration of right to the Land Register and it shall be paid under clause 7.3 BTC.

2. The Borrower's obligations shall be fulfilled by crediting the Lender's account with the respective funds within the period stated herein. The Lender shall be also entitled to set off these obligations against payment of the credit by unilateral setoff, with which the Borrower agrees.

3. With regard to the above-mentioned an amount decreased by the mentioned contractual fees and the final amount of which shall be **CZK (Czech crowns)**, shall be remitted to the Borrower by the Lender, provided that the Borrower asks for drawing of the whole amount of line of credit, to the account/s mentioned in clause 2.1 hereof.

4. The contracting parties expressly agreed that the amount mentioned in clause 3.3 hereof shall be decreased in the case of partial drawing on the basis of amendment/s hereto.

5. The Lender further informed the Borrower on the fact that if it uses any other charged services of the Lender before payment of the credit or if it does not fulfill contractual duty, for the breach of which a right may arise for the Lender to the contractual penalty, the Lender shall be entitled to set off also fees for such services and possible contractual penalties against payment of the credit by unilateral setoff, with which the Borrower agrees.

Article 4
Interest Rate Fixation

1. Parties arrange interest rate fixation mentioned in clause 2.6 or possibly in Article 7 hereof, for the period agreed in clause 4.2 hereof, if the total period of interest rate fixation is not mentioned, it shall be deemed that it is the same as duration of the credit.
2. Possibility of change of credit interest rate, rights and duties of the parties after expiry of period of fixation, possibility of setting of new fixation and other rights and duties of the parties related to the credit interest fixation are regulated in Article 10 BTC. The Borrower declares that it acquainted itself and agrees with conditions of the interest rate fixation provided by the Lender.

Total period of interest rate fixation (in months) is:

Article 5
Service My Extra Instalment

1. The parties agreed on possibility of providing of the service My Extra Instalment.
2. In the case of providing of service My Extra Instalment the Borrower shall be entitled, every 13th month of effectiveness hereof, when the provided credit is being repaid, to early repay part of the provided loan up to 25 % of the credit principal, provided that individual instalments are paid by the Borrower on due dates and at the same time provided that all other duties arising herefrom and from other provisions relating hereto are duly fulfilled (hereinafter referred to as the "Service of Unscheduled Payment"). In the case of using of the Service of Unscheduled Payment, the Borrower shall be entitled to early repay part of the provided credit under previous sentence for the fee mature on the date of the unscheduled payment.
3. Service My Extra Instalment is provided by the Lender for the fee of 2 % of the provided line of credit and which is mature on the date of drawing of the credit. Amount of fee for each using of service My Extra Instalment is set in FRS of the Lender.
4. The parties agreed on providing of service My Extra Instalment as follows (providing of service My Extra Instalment must be selected by writing of letters "MEI" for selection of service My Extra Instalment or by crossing out of the box with letter "X" for selection of non-providing of service My Extra Instalment):

My Extra Instalment:

Article 6

Concluding of Agreement out of the Lender's Registered Office

1. Parties agreed on possibility of providing of the service Concluding of Agreement out of the Lender's Registered Office.
2. Upon the Borrower's request it is possible to conclude this Agreement out of the Lender's Registered Office. Service Concluding of Agreement out of the Lender's Registered Office is provided by the Lender for fee of CZK 3,000, which is mature on the date of drawing of the credit.
3. The parties agreed on providing of service Concluding of Agreement out of the Lender's Registered Office as follows (providing of service Concluding of Agreement out of the Lender's Registered Office must be selected by writing of letters "YES" for selection of the service or by writing of letters "NO" for selection of non-providing of the service):

The Borrower asks for Concluding of Agreement out of the Lender's Registered Office:

Article 7

Service VIP

1. Parties agreed on possibility of providing of the service VIP.
2. By providing of service VIP the Lender provides reduced interest rate to the Borrower. The reduced interest rate is by % percentage point lower than rate mentioned in clause 2.6 hereof and thus it is %.
3. Service VIP is provided by the Lender for the fee of % of the line of credit and which is mature on the date of drawing of the credit.
4. In the case that the Borrower is, anytime during duration of relations herefrom, in delay in payment of instalments or it breaches its duties arising herefrom or from BTC in another manner, the Lender shall be entitled to set by written notification to the Borrower the interest rate at the originally agreed amount mentioned in clause 2.6 hereof, thus amounting to %.
5. The parties agreed on providing of service VIP as follows (providing of service VIP must be selected by writing of letters "YES" for selection of the service or by writing of letters "NO" for selection of non-providing of the service):

Service VIP:

Article 8

Service Superexpress

1. Parties agreed on possibility of providing of the service Superexpress.
2. By providing of service Superexpress the Lender will provide the Borrower with funds amounting up to 50% of line of credit, however not more than CZK 450,000 (in words four hundred and fifty thousand Czech crowns) within 5 business days from the date, on which letter P is entered in section C in the abstract of title mentioned in clause 2.1 hereof.
3. Remaining part of the funds shall be transferred to the Borrower's account within 5 business days from fulfillment of conditions mentioned in Article 2, paragraph 1 hereof.
4. Service Superexpress is provided by the Lender for fee of 5% of the line of credit when drawing the line of credit under clause 8.2 hereof up to CZK 150,000 inclusive (in words one hundred and fifty thousand Czech crowns) or 7% of the line of credit when drawing the line of credit under clause 8.2. hereof more than CZK 150,000 to CZK 450,000. The fee shall be mature on the date of drawing of the credit.
5. The parties agreed on providing of service Superexpress as follows: For providing of service Superexpress it is necessary to write letters "YES" or letters "NO" for selection of non-providing of the service.
6. The Lender reserves no to provide the service, if there is a writ of execution ordered to the Borrower or pledger or if insolvency proceedings are initiated with them.

Superexpress amount:

Superexpress:

Article 9

Final Provisions

1. BTC and FRS are Annex and integral part hereof, the Borrower acquainted itself with the content thereof and it agrees with it. The Borrower confirms takeover of this Agreement, including BTC and FRS. The Borrower declares that it expressly accepts all provisions of BTC and FRS to the extent of Article 1 to Article 14. Wording of BTC and FRS can be also found on www.acema.cz, in establishment or registered office of the Lender.
2. The Borrower agrees that the Lender shall be entitled to provide performance for the Borrower towards other creditors. If the Lender fulfills a debt for the Borrower to other creditor, the Lender may require from such other creditor before fulfillment or at fulfillment, to assign to it its receivable in the Borrower.
3. Content of this Agreement may be changed only by legal act in written or stricter form; possibility to change content of the Agreement also in another form is excluded by the parties. This Agreement is drawn up in 3 counterparts, each of which is original. One counterpart shall be handed over after conclusion hereof to the Borrower, two counterparts shall remain with the Lender. This Agreement shall become valid and effective on the date of conclusion hereof.
4. Contracting parties declare that they are fully capable and that any and all data mentioned herein are true and



complete. Contracting parties agreed that if there are more persons acting on the part of the Borrower, such persons shall be bound jointly and severally and the Lender may require whole performance or any parts thereof from all co-borrowers, only from some of them or from any of the co-borrowers.

5. By signing hereof the contracting parties confirm that they have read all conditions hereof, that they understood all provisions of this Agreement and of BTC and FRS, that these provisions represent their free and serious will and that the Agreement has not been concluded under the threat of physical or mental violence or in distress.

6. If any provision hereof becomes invalid or ineffective, this shall not affect remaining content hereof. In such case the contracting parties undertake to replace such invalid or ineffective provision by such provision, which will be by its content and purpose as close to the invalid or ineffective provision as possible and which will be in conformity with valid legal order.

In Prague on.....

In Prague on.....

ACEMA Credit Czech, a.s.

personal signature

personal signature
Representative: fog
Capacity: authorized person

personal signature
Representative: fog
Capacity: authorized person

For commercial department (name, surname) personal signature

Name and surname:		Product name:	
Annual interest rate:	%	Line of credit:	CZK
ID Loan:		Maturity (months):	

Instalment No.	Date	Instalment	Principal	Interest	Fee	Unrepaid principal
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Agreement No.	Type of agreement
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ACEMA Credit Czech, a.s.

se sídlem U Libeňského pivovaru 63/2, 180 00 Prague 8 - Libeň
 company identification No.: 26158761, tax identification No.: CZ26158761
 business company incorporated in the Companies Register at the Municipal Court in Prague, Section B, Insert 6408,
 represented by authorized persons: specimen and specimen.
 as one party (hereinafter referred to as the "Lender")
 and

Business name:	
Registered office at:	, ,
Company identification No.:	
Incorporated in (file No.)	
Contact information:	
Data box	
Represented by:	specimen

as the other party (hereinafter referred to as the "Borrower")

concluded on this day this **Credit Agreement No.**

Article 1

Introductory Provisions

1. This Agreement is concluded under provisions of Section 2395 et seq. of Act No. 89/2012 Coll., Civil Code. The Lender and the Borrower are entrepreneurs and they conclude this Agreement in connection with their business and within their business activities.
2. Part of the content hereof is determined by the Business Terms and Conditions for Providing of Business Loans secured by the transfer of ownership right to movable assets as security dated 4 December 2014 (hereinafter referred to as "BTC"). Differing provisions herein shall prevail over BTC wording.

Article 2

Subject of the Agreement

1. The Lender undertakes to provide the Borrower upon its request in its favor with a credit of the type **MoVe BUSINESS** up to CZK in words (Czech crowns) for the period of months from the day of handover of money (by debiting the creditor's account by the sum of money). Payment of the sum of money corresponding to the credit shall be made by transfer to the Borrower's account / kept at under variable symbol .

Amount of the credit shall be transferred by the Lender to the above-mentioned account of the Borrower after delivery of:

- *the concluded written Agreement on Transfer of Ownership Right as Security signed by owners of the subject of securing.*
- *Power of Attorney for transfer of ownership right of subjects of securing with verified signatures of owners of the subjects of securing.*
- *vehicle registration document to each of Objects transferred as security, if issued to such object under generally binding legal regulations, including title of ownership to such object.*

2. The Borrower undertakes to repay to the Lender the credit amount to its account at Komerční banka, a.s. No. **27- 4606790287/0100** under variable symbol , by regular monthly instalments, which include instalment of principal and interest stated in the schedule of instalments, which is an annex and integral part hereof.
3. The first instalment shall be mature until the 20th day in the first month following debiting the Lender's account by the funds. Other instalments shall be mature in monthly intervals on every 20th day in a month from the first instalment until the full repayment.
4. The Borrower undertakes to pay to the Lender from the day of providing to the day of repayment of the funds interest on the sum owing amounting to % p.a.
5. Receivable from this Agreement is secured by the transfer of ownership right to a movable as security in accordance with the concluded Agreement on Transfer of Ownership Right as Security; the credit is provided for the business purposes.
6. The Borrower may repay the credit principal with interest earlier, by an unscheduled payment, after mutual agreement with the Lender. Detailed conditions of the early repayment are regulated by BTC, in particular in clause 6.5. BTC.
7. The Lender and the Borrower agreed on deferment of repayment of principal for the period of 3 months. The principal shall be mature from the fourth instalment of the credit under the schedule of instalments.

Article 3

Service VIP

1. Parties agreed on possibility of providing of the service VIP.
2. By providing of service VIP the Lender provides to the Borrower reduced interest rate from the fourth instalment of the credit. The reduced interest rate is by 10 % percentage points lower than rate mentioned in clause 2.4 hereof and thus it is %.
3. The Lender provides service VIP free of charge.
4. In the case that the Borrower is, anytime during duration of relations herefrom, in delay in payment of instalments or it breaches its duties arising herefrom or from BTC in another manner, the Lender shall be entitled not to provide service VIP to the Borrower or after providing of service VIP to set by written notification to the Borrower the interest rate at the originally agreed amount mentioned in clause 2.4 hereof.
5. The parties agreed on providing of service VIP as follows (providing of service VIP must be selected by writing of letters "YES" for selection of the service or by writing of letters "NO" for selection of non-providing of the service):

Service VIP: YES

Article 4

Contractual Remunerations

1. The Borrower undertakes to pay to the Lender for reservation of the funds the contractual remuneration. This contractual remuneration (commitment fee) represents the amount of 0 % of the provided credit; Contractual remuneration (commitment fee) shall be mature on the day of drawing of the credit or its first part and shall be paid under clause 9.3 BTC, valid on the day of concluding hereof.
2. The Borrower's obligations shall be fulfilled by crediting the Lender's account with the respective funds within the period stated herein. The Lender shall be also entitled to set off these obligations against payment of the credit by unilateral setoff, with which the Borrower agrees.
3. With regard to the above-mentioned an amount decreased by the mentioned contractual fees and the final amount of which shall be CZK (in words: Czech crowns), shall be remitted to the Borrower by the Lender to the

account mentioned in clause 2.1 hereof.

4. The contracting parties expressly agreed that the amount mentioned in clause 4.3 hereof shall be decreased in the case of partial drawing on the basis of amendment/s hereto.
5. The Lender further informed the Borrower on the fact that if it uses any other charged services of the Lender before payment of the credit or if it does not fulfill contractual duty, for the breach of which a right may arise for the Lender to the contractual penalty, the Lender shall be entitled to set off also fees for such services and possible contractual penalties against payment of the credit by unilateral setoff, with which the Borrower agrees.

Article 5

Final Provisions

1. BTC are Annex and integral part hereof, the Borrower acquainted itself with the content thereof and it agrees with it. The Borrower confirms takeover of this Agreement, including BTC. The Borrower declares that it expressly accepts all provisions of BTC to the extent of Article 1 to Article 16. Wording of BTC can be also found at the Lender's branch in Prague.
2. Content of this Agreement may be changed only by legal act in written or stricter form; possibility to change content of the Agreement also in another form is excluded by the parties. This Agreement is drawn up in 3 counterparts, each of which is original. One counterpart shall be handed over after conclusion hereof to the Borrower, two counterparts shall remain with the Lender. This Agreement shall become valid and effective on the date of conclusion hereof.
3. Contracting parties declare that they are fully capable and that any and all data mentioned herein are true and complete. Contracting parties agreed that if there are more persons acting on the part of the Borrower, such persons shall be bound jointly and severally and the Lender may require whole performance or any parts thereof from all co-borrowers, only from some of them or from any of the co-borrowers.
4. By signing hereof the contracting parties confirm that they have read all conditions hereof, that they understood all provisions of this Agreement and of BTC, that these provisions represent their free and serious will and that the Agreement has not been concluded under the threat of physical or mental violence or in distress.

In Prague on

In Prague on

Representative: specimen
Capacity: authorized person
ACEMA Credit Czech, a.s.

Name: specimen
Company:

In Prague on

Representative: specimen
Capacity: authorized person
ACEMA Credit Czech, a.s.