

## Schedule B: Representations and Warranties

### PART A

#### Definitions

- (a) For the purposes of this Schedule B the capitalized terms used therein shall bear the meanings specified below. The capitalized terms not mentioned below shall bear the meanings as specified in the Agreement:

**Taxes** means all forms of taxation, duties, rates, levies, contributions/advance payments, deductions, account liabilities, fees and mandatory payments imposed in the Slovak Republic or anywhere else in the world. Taxation includes, in particular, any (i) income tax, (ii) VAT, (iii) withholding taxes, (iv) social security contributions, (v) health insurance contributions, (vi) any pension insurance payments, (vii) any mandatory payments, contributions and taxes;

**Date of the Financial Statements** means the date of compilation of the most recent Financial Statements;

**Bankruptcy Proceedings** means any form of bankruptcy proceedings, settlement, restructuring, liquidation, compulsory receivership or other proceedings with similar consequences under the law in force in the relevant jurisdiction;

**Intellectual Property Rights** means intellectual property rights, in particular (i) all patents, patent applications, patent publications and other rights conferred by a patent, (ii) all trade secret-based rights, proprietary and/or confidential information, know-how and technologies, including all rights to inventions (whether or not patentable), which confer benefits to competitors who do not know or use such inventions, (iii) all copyrights, related registrations and applications, personality rights (to the extent that they may be transferred under applicable law), and rights to protection of topographies and related rights, (iv) all trademarks, service marks, product designs, logos, trade names, business names, designs and all related registrations and applications, (v) All sui generis and other rights related to database and data files, (vi) all rights arising from domain names, web addresses and sites and all domain name applications and registrations;

**Tax Administration** means any governmental, state, regional, local state or municipal body, entity or official, whether in the Slovak Republic or anywhere else in the world responsible for the administration of Taxes;

**Financial Statements** means the balance sheet and profit and loss account of a company belonging to the Inobat Group for the period from the date of incorporation of the company belonging to the Inobat Group to the date of the financial statements in the agreed form;

**Conclusion** means the day of concluding the Agreement; and

**Founding Documents** means the founding documents of the Company, including the Memorandum of Association and the Articles of Association of the Company.

- (b) Where reference is made in this Schedule B to knowledge, awareness or information of the Company of a particular fact, the Company shall be deemed to have been informed of that fact if any of the Key Persons had such information.

#### Information

- (a) Any and all information provided to the Investor, its representatives, agents and/or professional advisers by the members of the Company's statutory body during negotiations on the Agreement has been provided to the best of their knowledge and with intention to provide the Investor with an adequate overview of the condition of the Inobat Group.
- (b) The Company is not aware of the fact that any information that could materially affect the Investor's decision to invest in the Company subject to the conditions specified in the Agreement, has been concealed from the Investor.

## Warranties concerning the Company

- (a) The Company is a private limited liability company and was established in accordance with the applicable regulations in force at the time of its incorporation and the Company's Founding Documents comply with the applicable legal regulations in force at the place of its incorporation. The shareholders who established the Company have duly performed all obligations related to or arising for them under the then valid legal regulations in connection with the establishment of the Company.
- (b) Copies of the Company's Founding Documents and a copy of an entry in the Business Register of Norway provided to the Investor or its advisers are true, complete and accurate in their entirety and contain all changes made based on any decisions of the Company's bodies or applicable legal regulations, which decisions led to an amendment to the Founding Documents.
- (c) As of the date of signature of the Agreement, the registered share capital of the Company amounts to [REDACTED]

[REDACTED]  
 [REDACTED]  
 [REDACTED]

[REDACTED]  
 [REDACTED]  
 [REDACTED]

[REDACTED]  
 [REDACTED]  
 [REDACTED]

[REDACTED]  
 [REDACTED]  
 [REDACTED]

■ [REDACTED]  
 [REDACTED]  
 [REDACTED]

[REDACTED]  
 [REDACTED]  
 [REDACTED]

The shareholders are the sole owners of the shares specified in par. (c) above, and the issue price of the shares has been paid up in full. Issue of the shares of the Company, exchange of shares for previous shares of the Company as well as all transfers of the shares of the Company were made in accordance with the applicable legal regulations and the Articles of Association as then in force.

- (d) Except to the extent provided in this Agreement, the registered share capital of the Company has not been increased, and convertible bonds or senior bonds, guarantees or other rights conferring the right to issue the shares of the Company, have been granted or agreed. As of the date of signature of this Agreement, the (conditional) right to issue shares is established exclusively by the following documents:

■ [REDACTED]  
[REDACTED]  
[REDACTED]

■ [REDACTED]  
[REDACTED]  
[REDACTED]

■ [REDACTED]  
[REDACTED]

■ [REDACTED]  
[REDACTED]  
[REDACTED]

■ [REDACTED]  
[REDACTED]

- (e) As of the date of signature of the Agreement, no decision has been made within the Company regarding the distribution of the Company's profits or other own resources, which have not been duly paid to the shareholders, nor is there any shareholders' agreement allowing their distribution or payment, contrary to the conditions set out in this Agreement.

Except for the rights and obligations set out in this Agreement and the Articles of Association, the shares of the respective shareholder in the Company are not encumbered with and are not subject to any liens and easements or other third-party rights, nor are there any pre-emption rights to subscribe for new shares, rights of first refusal, options, voting agreements, shareholders' agreements, silent partnership agreements, third-party rights to the acquisition of any shares in the Company, or any other agreements governing the internal affairs of the Company.

- (f) The new management incentive program is in line with market practice in the form of the share subscription right in the Company, which the Company undertakes to implement within a specified period in accordance with Schedule E.
- (g) The Company is not obliged to make any change in its legal form, otherwise reorganize the Company or enter into a related agreement.
- (h) There are currently no pending transactions, contracts or outstanding liabilities or debts between the Company and the shareholders, except for:
- (i) those mentioned in point (f) above.

- (i) The Company is a tax resident of the Kingdom of Norway. The Company has not established a permanent establishment for tax purposes in any other country and has no tax arrears, either actual or contingent, in jurisdictions other than the Kingdom of Norway.
- (j) All financial statements of the Company have been in all material respects prepared in accordance with generally accepted accounting principles, standards and practice, they comply with requirements of the Applicable Laws and provide a fair, true and real view of the Company's affairs regarding its assets and liabilities and overall financial condition.
- (k) The Company has no material off-balance sheet liabilities of any kind, whether absolute, contingent or other, and whether due or to become due, in particular any submissions to enforcement, guarantees or suretyship, bills of exchange, including promissory notes or cheques (including blank), except for those disclosed to the Investor.
- (l) The registers, books, accounting books and other records of the Company are true and up to date; are maintained in accordance with applicable laws on a proper and consistent basis.
- (m) The Company has been duly registered for all taxes that it is required to pay or withhold.
- (n) The Company has duly and timely complied with all tax returns and similar filings arising under applicable laws; the Company is not a party to any dispute with the relevant tax authorities regarding a matter that may in any way affect its liability in relation to taxes.
- (o) Neither the Company nor any of its Subsidiaries has entered into or become a party to any schemes or agreements created in whole or in part for the purpose of unlawfully evading taxes.
- (p) The Company is not active in any of the excluded sectors listed in Part B of this Schedule B.
- (q) The Company complies with all obligations pursuant to Act No. 18/2018 Coll. on personal data protection and amending and supplementing certain acts (hereinafter referred to as the "**Personal Data Protection Act**") and Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the "**Regulation**") and, as the controller, has adapted all internal documentation to protect the personal data of the data subjects whose personal data are processed;
- (r) The Company is not kept in the central exclusion database set up and maintained by the Commission under Regulation (EC, Euratom) No 1302/2008;
- (s) No final decision was taken against the Company during the five years prior to the signing of the Agreement, imposing a sanction on the Company for violating any legislation prohibiting the illegal employment of third-country nationals under Act No. 82/2005 Coll. on illegal work and employment, as amended;
- (t) The Company is registered in the Register of Public Sector Partners according to the provisions of the Act No. 315/2016 Coll. on Register of Public Sector Partners, and undertakes to keep up-to-date its registration in the Register of Public Sector Partners in accordance with the conditions laid down in the Act No. 315/2016 Coll. on Register of Public Sector Partners;
- (u) The Company is not subject to an outstanding recovery order following a previous Commission decision declaring an aid granted illegal and incompatible with the internal market;
- (v) The Company is aware that the funds from the Investor come from the Operational Program "Integrated Infrastructure", Priority Axis 9 – "Support for research, development and innovation", which is co-financed by the European Structural and Investment Funds;

- (w) The Company shall not use the funds obtained from the Investor to finance purely financial activities or the construction of real property carried out as a financial investment activity or for the extension of consumer loans;
- (x) The Company is aware that it is considered a final beneficiary according to Article 17 of the Financial Instruments Act and is subject to all obligations imposed by the Act on the final beneficiary;
- (y) The Company complies with the transfer pricing principles in relation to all related party transactions and has prepared transfer pricing documentation;
- (z) The Company duly performs and complies with all obligations arising from credit and loan agreements, as well as related security and other agreements;
- (aa) The Company and or its Subsidiary duly perform and comply with all obligations arising from contracts for the provision of non-repayable financial contributions and repayable funds, as well as related security and other agreements;
- (bb) The Company does not have existing agreements and at the same time does not maintain business relations with entities that are established or have their registered office or domicile in countries not indicated in the “List of countries with which the Slovak Republic has an existing international agreement on the avoidance of double taxation or an international tax information exchange agreement, or countries which are parties to an international agreement providing for tax information exchange in a similar extent“ (in the actual wording) issued by the Ministry of Finance of the Slovak Republic in accordance with Article 2 x) of Act No. 595/2003 Coll. on Income Tax, as amended, or that are established or have their registered office or residence in territories whose jurisdictions do not co-operate with the EU in relation to the application of internationally agreed tax standards;
- (cc) The Company is an undertaking according to Art. 107 of the Treaty on the Functioning of the European Union, which meets the definition of an SME in Commission Recommendation 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;
- (dd) The Company has not violated any relevant competition regulation law;
- (ee) The Company has provided all information on any state aid and another aid granted to the Company according to Art. 3.1. of the Temporary Framework, obtained or applied for between 12 March 2020 and 31 December 2021 from other aid providers and/or other aid schemes, and this information is correct; and
- (ff) The Company is an eligible beneficiary and not an excluded entity under the terms of the State Aid Scheme, in particular Article 2.5 par. 7 of the State Aid Scheme and the relevant operational program and priority axis.

## **Representations and Warranties concerning Company’s Subsidiaries**

### **Insolvency and Bankruptcy**

- (a) Neither company of the Inobat Group nor their assets, are in bankruptcy, insolvent or in receivership.

- (b) None of the companies belonging to the Inobat Group has ceased to pay its debts, nor is it in a situation where there is a risk of such a company not paying its debts in any relevant jurisdiction.
- (c) No decision has been taken to wind up any company of the Inobat Group, nor has a meeting of the body of the company of the Inobat Group convened to decide on the winding up of such a company.
- (d) No liquidator or bankruptcy trustee has been appointed and/or delegated in respect of any company of the Inobat Group or its assets.
- (e) There is no unexecuted decision, order or injunction against any company of the Inobat Group, or no enforcement has been initiated against the assets of any company of the Inobat Group.

## ***REPRESENTATIONS AND WARRANTIES CONCERNING THE PROJECT***

### **Intellectual Property**

- (a) As of the date of signature of the Agreement, the companies belonging to the Inobat Group are the sole holders of Intellectual Property Rights related to the enterprise or have the exclusive right to use all Intellectual Property Rights related to the enterprise and the proper operation and development of the business of the Inobat Group.
- (b) To the Company's knowledge, the Intellectual Property Rights used by the companies of the Inobat Group for the purposes of enterprise's operations do not infringe the Intellectual Property Rights of any third party and are not subject to third-party claims or pending withdrawal, cancellation or review proceedings which can have an adverse impact on the enterprise or the Research and Development.

### **Business Plan**

- (a) The business plan has been conscientiously prepared by the Company in the belief that, from the date of this Agreement, it constitutes a realistic plan in connection with the future progress, expansion and development of the enterprise and the Research and Development. To the Company's knowledge, all factual information contained in the business plan was true, complete and correct in all material respects on the date of its disclosure as well as on the date of this Agreement and is not misleading.
- (b) The financial forecasts, projections and estimates specified in the business plan have been conscientiously prepared, are fair, valid and reasonable and have not been refuted in the light of any events or circumstances that occurred after the preparation of the business plan up to the date of this Agreement.

### **Technology and Security**

- (a) To the Company's knowledge, all technologies, data and/or information (including source codes and databases) (the "**Data**") used by the companies of the Inobat Group to operate the enterprise are properly secured by standard "cloud" security measures. To the Company's knowledge, there was no significant security breach of the Data prior to the date of conclusion of the Agreement.
- (b) The companies of the Inobat Group own and/or have the right to use all Data (including current source codes and databases) relevant to the operation of the enterprise and to the operation, updating, modification and/or adaptation of products and/or platforms related to the enterprise.

- (c) Data used by the companies of the Inobat Group are backed up and available for recovery using standard "cloud" tools and technologies.

## ***JOINT REPRESENTATIONS BY COMPANIES BELONGING TO THE INOBAT GROUP***

### **Financial Statements**

All financial statements of companies belong to the Inobat Group have been compiled in accordance with accounting principles, standards and practices that are generally accepted in the jurisdiction in which the relevant company of the Inobat Group has its registered office, are in accordance with the requirements of the applicable legal regulations, and present a true and fair view of the affairs of the companies belonging to the Inobat Group as at the date of preparation of the individual Financial Statements and of the profits and losses for the relevant period.

### **Events after the Date of the Financial Statements**

After the date of the Financial Statements, (i) the companies belonging to the Inobat Group conducted the Research and Development in the ordinary course, (ii) there was no material adverse change concerning the company belonging to the Inobat Group (including but not limited to the turnover of the companies belonging to the Inobat Group, the financial position or prospects of the companies belonging to the Inobat Group).

### **Regulatory Requirements and Taxes**

- (a) Each of the companies belonging to the Inobat Group has all licenses, consents and authorizations to perform the Research and Development.
- (b) Each of the companies belonging to the Inobat Group has performed all its legal obligations.
- (c) Neither company belonging to the Inobat Group nor any member of the statutory body of such a company belonging to the Inobat Group has performed any act which create the criminal liability of such a company belonging to the Inobat Group.
- (d) Neither the Company nor any member of its statutory body has been lawfully convicted of an offense concerning its professional conduct that could affect the Company's ability to pursue its business activities.
- (e) The Company has not been lawfully convicted of any fraud, corruption, participation in a criminal organization or any other illegal activities affecting the financial interests of the European Union and has not committed any misrepresentation in supplying the information required for the purposes of the entry of the Investor as the shareholder to the Company.
- (f) Each of the companies belonging to the Inobat Group has performed all its legal registration obligations related to Taxes.
- (g) Each of the companies belonging to the Inobat Group has duly and timely complied with all requirements arising from or related to the Taxes and made all payments and submitted or delivered all notifications and information which it was obliged to make in connection with requirements arising from the Taxes and is not a party to any a dispute with the Tax Administration concerning a matter that may in any way affect their liability (whether existing, conditional or future) in relation to the Taxes and none of the companies belonging to the Inobat Group is aware of any matter that could lead to such a dispute.
- (h) Each of the companies belonging to the Inobat Group has duly made or provided for Tax-related payments (including any deferred tax) which they are obliged to make, and there are no

circumstances as a result of which interest or penalties may be imposed in relation to the Taxes, which have not yet been duly paid in connection with any period prior to the signing of this Agreement.

- (i) The Company is not aware that any company belonging to the Inobat Group has entered into or become a party to a scheme or agreement created fully or partially for the purpose of avoiding the Taxes by a company belonging to the Inobat Group or another person.
- (j) Each of the companies belonging to the Inobat Group is registered for VAT purposes and in all other respects complies with all relevant laws, orders, regulations, procedures, conditions and other documents related to the VAT laws and is not in default in respect of any VAT payments.
- (k) Each of the companies belonging to the Inobat Group has made all salary deductions relating to social and health insurance in respect of all its employees and has made all payments thus deducted in full to the relevant insurance company.
- (l) No audit by the Tax Administration, the Labour Inspectorate, the state trade inspection or other state bodies is conducted in any company belonging to the Inobat Group.

### **Loans and Borrowings**

- (a) All details of bank overdrafts and borrowings of the companies belonging to the Inobat Group have been submitted to the Investor prior to the signing of the Agreement within Due Diligence, except for those entered into by the company belonging to the Inobat Group in accordance with this Agreement.
- (b) No company belonging to the Inobat Group is in material breach of any of the terms and conditions of such loans and borrowings and has no information that any of such loans and borrowings should be terminated early due to a breach of the terms and conditions by the relevant company belonging to the Inobat Group.
- (c) No company belonging to the Inobat Group has issued any bills of exchange, bonds and/or other hedging institutions, other than such bills of exchange, bonds and / or hedging institutes issued/concluded in accordance with this Agreement.

### **Property**

- (a) As of the date of signature of the Agreement, all movable property of the Company is wholly owned by the Company and is not encumbered with any charges (other than those incurred in the ordinary course of business) or the subject of any factoring agreement, lease agreement, reservation of property, conditional sale or loan agreement, except as disclosed to the Investor.
- (b) All lease contracts that relate to the rental of real property in which a company belonging to the Inobat Group conducts the Research and Development (hereinafter referred to as the “**Leased Property**”) are valid, effective and have not been terminated by any party to this Agreement. None of the companies belonging to the Inobat Group is in default in respect of a rental payment for the Leased Property.

### **Business Contracts**

All significant business contracts with business partners (license agreements, agreements for the provision of advertising space, agreements with integration partners, etc.) are valid and effective and no obligations under such contracts were breached, which would create the right to terminate any of the significant business contracts.



## **Insurance**

The Company has validly taken out and effective liability insurance for damage caused in the course of business to the usual extent, and the Company is not in default in respect of any insurance premium.

## **Agreements and Capital Commitments**

- (a) No company belonging to the Inobat Group:
  - (i) Has any overdue financial liabilities totaling more than EUR 5,000;
  - (ii) To the Company's knowledge, no company belonging to the Inobat Group is a party to any contract, agreement or liability (in connection with capital commitments or other commitments) that is non-standard, burdensome or long-term or that may involve an important obligation or commitment;
  - (iii) Is a party to any contract that may be terminated due to the execution of this Agreement;
  - (iv) Is bound by any statement of suretyship, promise to indemnify, guarantee, or declaration of the acknowledgement of any commitment, subordination commitment under Article 408a of the Commercial Code, which would imply any liability or conditional liability;
  - (v) Entered into any agreement that requires or may require or confers the right to require the sale (either in cash or otherwise) or another transfer of any of its assets, other than the sale of goods in the ordinary course of business of the enterprise;
  - (vi) Is a party to any joint venture, consortium, partnership, unincorporated association, or any profit-sharing agreements or arrangements;
  - (vii) Is a party to or benefits from any agreement requiring registration or notification under any law; and
  - (viii) Is in breach of any agreement or arrangement to which it is a party.
- (b) No company belonging to the Inobat Group is a party to any contract or binding arrangement under which it is obliged to buy or sell property or supply goods or services at a price other than the usual market price.
- (c) No company belonging to the Inobat Group has issued currently valid powers of attorney, procuration or authorization to act on behalf of a company belonging to the Inobat Group.

## **Agreements and Shares**

No company belonging to the Inobat Group has any shares in a third party on its own behalf or on behalf of another person (except to the extent provided in this Schedule B), nor is it a silent shareholder in another company nor participates in the business of third parties in other forms.

## **Labour-Law Relationships**

- (a) The Company acknowledges that certain of the employment agreements entered into between InoBat Auto j.s.a., as employer, and its employees contain the following employment deficiencies:

- |     |            |
|-----|------------|
| (i) | [REDACTED] |
|     | [REDACTED] |
|     | [REDACTED] |
|     | [REDACTED] |
|     | [REDACTED] |
|     | [REDACTED] |
|     | [REDACTED] |
|     | [REDACTED] |
|     | [REDACTED] |
|     | [REDACTED] |
|     | [REDACTED] |
|     | [REDACTED] |
|     | [REDACTED] |
|     | [REDACTED] |
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|     | [REDACTED] |
|     | [REDACTED] |
|     | [REDACTED] |
|     | [REDACTED] |
|     | [REDACTED] |
|     | [REDACTED] |

- (b) The Company undertakes to sufficiently demonstrate to the Investor by 30 June 2024 the elimination of the Recognized Labour Law Deficiencies, in particular by submitting valid and effective employment contracts which contained the Recognized Labour Law Deficiencies and, together with the amendment of the contracts, the Recognized Labour Law Deficiencies have been eliminated.
- (c) Each of the companies belonging to the Inobat Group complies in all material respects with all legal regulations and internal directives concerning labour-law relationships and performs its obligations arising from employment contracts except for the existence of Recognised Labour Law Deficiencies.
- (d) No company belonging to the Inobat Group is a party to any collective bargaining agreement or another contract or agreement concluded with a trade union or another organization representing the interests of the employees of a company belonging to the Inobat Group.
- (e) No company belonging to the Inobat Group has been informed of any labour dispute concerning employment contracts, employees of a company of the Inobat Group or their remuneration and is not aware that such a dispute is pending or imminent.

- (f) No company belonging to the Inobat Group owes any significant sum or has any outstanding liabilities (or future liabilities that are bound to the fulfilment of a condition that is likely to be met) with respect to any current or former members of the statutory body, managers, employees or shareholders, except for the regular remuneration payable for the month in which this Agreement was concluded, except:

■ [REDACTED]  
[REDACTED]  
[REDACTED]

■ [REDACTED]  
[REDACTED]  
[REDACTED]

- (g) No bonuses or similar payments to employees (or suppliers) shall become due with respect to the execution of this Agreement. No company in the Inobat Group has issued an internal directive setting out the rules for granting bonuses and/or other benefits to its employees.
- (h) No company belonging to the Inobat Group has introduced any pension or life insurance scheme that would oblige the company to make any pension and/or life insurance payments for its employees, except for payments required by the legal regulations.
- (i) No non-standard payments have been made or promised in accordance with a current or proposed termination or interruption of employment or an amendment to an employment contract with a current or former manager or employee of any company belonging to the Inobat Group.
- (j) Except for the existence of Recognised Labour Law Deficiencies, each of the companies belonging to the Inobat Group complies with all legal provisions in relation to labour-law provisions as well as related legal regulations and strictly ensures that there is no violation of legal regulations in the area of illegal employment by the Company.

### **Environmental Issues**

- (a) No company belonging to the Inobat Group has a significant potential environmental commitment.
- (b) No company belonging to the Inobat Group has received any notification of actual, pending or imminent interventions by regulatory authorities or third parties in connection with alleged non-compliance with environmental legislation or obligations under environmental law.

### **Records and Registers**

Records (including computer records), ledgers, registers, minutes and accounting records of each company belonging to the Inobat Group have been properly kept and maintained in all material respects in accordance with all laws and contain true, complete and accurate records of all matters that are to be kept in such documents and all such ledgers, records and documents (including ownership certificates) kept by the company are available or controlled by the company, and all ledgers, documents and records that are to be kept in the Commercial Register, have been duly and timely delivered, and there is no notice of the initiation of any proceedings aimed at correcting the relevant register and there are no circumstances that may lead to a request for correction in the relevant register.

### **Litigation**

- (a) The Company is not a party to any on-going legal proceedings or legal action, including civil, arbitration or criminal proceedings (potential or pending) and, to the knowledge of the Company and/or any of the existing shareholders, there is no fact that could lead to the initiation of such proceedings.
- (b) No criminal proceedings have been initiated against the Company, the Members of the Board of Directors, shareholders or managers and, to the knowledge of the Company and/or any of the existing shareholders, there is no fact that could initiate such criminal proceedings.
- (c) No investigation, disciplinary action or examination is conducted in the Company by any court, panel, arbitrator, public authority or regulatory body acting on the basis of any order, decree, decision or judgment of any of the said bodies/institutions against the Company or any person for the conduct of which the Company would be responsible as a representative.
- (d) The Company or any of the assets of the Company have not been the subject of any pending preliminary ruling, judgment or order of any court, arbitration panel, public authority or regulatory body, and is not in default on the basis of any order, license, regulation or any requirement of any public authority or regulatory body, or according to any order, judicial decision, preliminary ruling or decree of any court.

#### **Liability for Breach of Warranties**

The Company undertakes to compensate the Investor for any damage and costs incurred by the Investor as a result of or in connection with the Breach of any Warranty it has provided to the Investor under this Agreement, regardless of whether there was fault or negligence on the part of the Company.

### **PART B – RESTRICTED SECTORS**

#### **1. Illegal economic activities**

Any production, trade or other activity, which is illegal under the laws or regulations of the home jurisdiction for such production, trade or activity. Human cloning for reproductive purposes is considered an illegal economic activity.

#### **2. Tobacco and distilled alcoholic beverages**

The production of and trade in tobacco and distilled alcoholic beverages and related products.

#### **3. Production of and trade in weapons and ammunition**

The production and trade in weapons and ammunition; the financing of the production of and trade in weapons and ammunition of any kind.

#### **4. Casinos**

Casinos and equivalent enterprises.

#### **5. Reducing emissions**

Investment to achieve the reduction of greenhouse gas emissions from activities listed in Annex I to Directive 2003/87/EC.

#### **6. Airport infrastructure**

Investment in airport infrastructure unless related to environmental protection or accompanied by investment necessary to mitigate or reduce its negative environmental impact.

#### **7. Nuclear energy**

Decommissioning or construction of nuclear power plants.

**8. IT sector restrictions**

Research, development or technical applications relating to electronic data programs or solutions, which aim specifically at:

- (a) supporting any activity included in the Restricted Sectors referred to par. 1 to 10 above;
- (b) Internet gambling and online casinos; or
- (c) pornography; or which
- (d) are intended to enable to illegally:
  - (i) enter into electronic data networks; or
  - (ii) download electronic data.

**9. Life Sciences sector restrictions**

When providing support to the financing of the research, development or technical applications relating to:

- (a) human cloning for research or therapeutic purposes; or
- (b) Genetically Modified Organisms (GMOs).

**10. Detention facilities**

Detention facilities, e.g., prisons, police stations, schools with prison functions.

**11. Sectors and activities with a strong ethical dimension**

Sectors and activities with a strong ethical dimension that are considered to be of significant reputational risk (e.g., pornography; human cloning for research or therapeutic purposes; Genetically Modified Organisms (GMOs); etc.).

**12. Primary agricultural production and forestry**

Primary agricultural production and forestry.

**13. Fisheries and aquaculture**

Fisheries and aquaculture.