

Schedule G: Conditions for use of the Investment

CONDITIONS FOR USE OF THE INVESTMENT

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.

- 1.1. The Company is obliged to use the Investment exclusively in accordance with the principles set out in the business plan of the Company.
- 1.2. The Company may use the funds from the Investor's Investment under this Agreement exclusively and specifically
 - a) for the financing of the operational and investment needs of the Company and the Slovak companies InoBat Auto j.s.a. and InoBat Volta II s.r.o., necessary for the sustainability and development of the production and sales capacities of the Company in order to focus on innovations, products with higher added value; greening of production, targeted development of the segment;
 - b) for the purposes being eligible under the Operational Programme Integrated Infrastructure, Priority axis 9: Support for research, development and innovation; and
 - c) in the territory of the Slovak Republic, specifically in the territory outside the Bratislava Region (NUTS3 Code: SK010), until the end of 2025 (until 31.12.2025) (the **“Commitment of Territorial and Time Performance of Activities”**);
(the **“Purpose of the Investment”**).
- 1.3. The Company cannot use the Investment to:
 - a) pay shares in profit;
 - b) repay any loans and borrowings (including intra-group loans and borrowings) provided to the Company;
 - c) provide loans and borrowings (including intra-group loans and borrowings);
 - d) duplication, overlapping, refinance as well as co-financing (expenses) with funds of Important Projects of Common European Interest (the **“IPCEI”**) or any other European Union or national grant component.
- 1.4. For avoidance of any doubt, the Investment can only be transferred within the Subsidiaries of the Company in a way that does not increase the debt (e.g. through an increase in the equity of a subsidiary). The funds of the Investment should be transferred to the InoBat Auto j.s.a. at the latest by 31.12.2023.
- 1.5. The Investor has the right, but is not obliged, to monitor and verify the use of the Investment.
(Points 1.1 to 1.4 above together the **“Conditions for the use of the Investment”**.)