

ALLEN & OVERY

Slovenský záručný a rozvojový fond, s.r.o.
Panenská 21
811 03 Bratislava
Slovak Republic

Allen & Overy Bratislava, s.r.o.
Eurovea Central 1
Pribinova 4
811 09 Bratislava
Slovak Republic

Tel +421 2 5920 2400
Fax +421 2 5920 2424

Our ref 0034763-0000008 BT:683380.5

Bratislava, 23rd May 2011

Dear Sirs,

Terms of Engagement

With regard to our bid submitted to you on 4th February, 2011 and the follow-up communications, I am writing to you on behalf of Allen & Overy Bratislava, s.r.o. and, where appropriate, other A&O Entities (as defined in paragraph 1 of Appendix 3) to confirm the basis on which we will provide legal advice and/or services to the **Slovenský záručný a rozvojový fond, s.r.o.**, company with its registered office at Panenská 21, 811 03 Bratislava, Slovak Republic, Company Identification No. 44 690 487, registered with the Commercial Registry maintained by the District Court Bratislava I, section: Sro, Insert No. 57505/B (the **Company**) in respect of each of the matters (the **Matters**) on which we are instructed by the Company and specifically in relation to the Matter on which you have engaged us which is described below (the **Initial Matter**).

The terms of our engagement on any Matter will be governed by this letter and its appendices (together the or this **Letter**), as supplemented or amended in writing in relation to that Matter, including with respect to identification of our client and fee arrangements on such Matter.

In this Letter, **A&O Group** means Allen & Overy LLP and other undertakings which are authorised to carry the name **Allen & Overy**, each such undertaking being an **A&O Entity**. **Allen & Overy LLP** is a limited liability partnership incorporated in England and Wales with registered number OC 306763 and registered office at One Bishops Square, London E1 6AD.

1. Relationship

I will be your overall relationship partner (**Relationship Partner**), and the partner with overall responsibility for the conduct of the Initial Matter. Until further instruction, Mr. Robin Vaudrey, Ms Irma Chmelová, Mr. Lazaros Panourgias and/or Mr. Olivier Wuidar of the European Investment Fund (**EIF**) will be our principal contacts, from which we will take instructions (the **Principal Contacts**). For each subsequent Matter, however, there may be different primary contacts. In addition to primary contacts, we will involve other partners, associates, trainees, paralegals and other lawyers, as and when required.

We will staff the Matters with lawyers of an appropriate level of seniority and expertise for the relevant parts of the Matters, so as to ensure (so far as we are able) that the Matters proceed expeditiously without you incurring legal charges which are inappropriately high. You will also, of course, have access to any specialists

within the A&O Group which are required for the Matters. The final decision as to which lawyer carries out a piece of work will be taken by the Relationship Partner and we will keep you informed of which lawyers are working on the Matters.

The names and contact details of our key team members for the Initial Matter are set out in Appendix 1.

2. Fees

Unless an alternative arrangement is agreed with you, our fee payable for legal services (the **Fee**) will be determined in accordance with (i) the time spent on the Matters multiplied by the hourly rates set out in Appendix 2 (**Professional charges**), and (ii) any out-of-pocket and other expenses spent or incurred by us in connection with the provision of the legal services (**Disbursements**). The Professional charges set out in Appendix 2 shall apply to time spent on the Matters **until 28 February 2013** (including). Unless agreed otherwise, to the time spent on the Matters from 1 March 2013 (including) Allen & Overy standard rates shall apply.

The hourly rates set out in Appendix 2 are without VAT. Translation costs are charged at our hourly rates unless contracted out, and in all cases are treated as disbursements.

In determining the Fee the following conditions and limitations will apply:

- (a) we will not include in the determination of the Fee any costs for the use of our meeting rooms, secretarial support during regular business hours (between 9 a.m. and 5:30 p.m. local time), electronic word processing;
- (b) the costs of any external services, charges and any other out-of-pocket expenses incurred in connection with the legal services will be included in the Fee at cost;
- (c) we will not charge for travel on the assumption that all the work can be performed in the Bratislava and
- (d) any internal costs associated with the legal services, including without limitation, internal printing and photocopying, domestic out of Bratislava and international telephone calls and fax transmissions and secretarial support outside regular business hours will be included in the Fee at cost or rates designed to recover costs.

The rates set out in Appendix 2 apply to work carried out by Allen & Overy Bratislava, s.r.o.. In the absence of any other agreed arrangement, work carried out by another A&O Entity will be charged at standard rates, details of which can be supplied at your request.

We will seek to provide you with such work in progress reports as you require and in any event once our Fees have reached EUR 10,000 and thereafter at each further increment of EUR 10,000. Unless an alternative invoicing cycle is agreed with you, we will normally invoice you at quarterly intervals, on the basis of the hours recorded in our time-keeping system. A copy of each invoice sent to the Company will be sent to EIF.

By countersigning this letter, you recognise that upon your request we have been providing you legal services since the submission of our bid on 4th February, 2011 and that these services will be invoiced pursuant to the terms of this engagement letter following its execution by both parties.

Normally invoices will be rendered within 15 days of the end of the period to which they relate; in some instances time may be recorded late and this will be added to the next period's invoice.

For VAT purposes, the legal services are regarded as on-going. The legal services relating to each invoice issued represent a partial supply of services under the agreed terms and conditions. Each partial supply shall

be regarded as having been rendered on the last day of the period to which the payment for the partial supply of services relates.

If you have any queries on an invoice, please let us know as soon as reasonably practicable.

3. Initial Matter

3.1 Scope of Work

Our understanding is that for the purposes of the Initial Matter our main areas of work will be as follows:

- (a) general ongoing legal advice relating to the day-to-day business of the Company;
- (b) specific legal advice in relation to any legislative change relevant for the carrying out of the activities of the Company; and
- (c) corporate secretarial services.

During the Initial Matter the scope of our work may need to be changed, for example if you would like to add other areas of work or if some areas have become impracticable or are likely to involve too much time or expense. We will discuss and agree any changes with you; such agreement may include the payment of reasonable additional fees and a reasonable period to provide any of the additional services required by you.

3.2 Fees

The fee arrangements in respect of the Initial Matter are set out clause 2 of this Letter and in Appendix 2.

4. Concerns

We believe that you will be satisfied with our work on the Matters, but if you have any queries or concerns about our services, please contact the Relationship Partner. If that does not resolve the problem to your satisfaction or you would prefer not to speak to that partner, then please ask for a copy of our written complaints procedure. That procedure is also available on our website.

5. Limitation of liability in relation to the Matters

The Company hereby agrees that subject to applicable statutory restrictions the aggregate liability of the A&O Group by reason of or arising out of anything done or omitted in relation to the Matters shall be limited to GBP 3,000,000.

6. Conflicts

We have previously advised and continue to advise EIF in relation to the implementation of the JEREMIE initiative in Slovakia. The setting up and operation of the Company is part of such implementation. It is recognised that we may continue to advise EIF in relation to these matters, including on its contractual and other relationships with the Company and that in case we are faced with a situation where for regulatory reasons we would be barred from advising both EIF and the Company on a particular issue, we will opt to act for EIF and decline to advise the Company on such particular matter.

7. Governing law and jurisdiction

This Letter and our retainer on any Matter (including any non-contractual obligations arising out of or in connection with this Letter or our retainer on any Matter) will be governed by Slovak law.

Any dispute arising out of or in connection with this Letter or our retainer on any Matter (including a dispute relating to any non-contractual obligations arising out of or in connection with this Letter or our retainer on any Matter) shall be resolved by arbitration in accordance with the ICC Rules of arbitration. The place of arbitration shall be Vienna and the language of proceedings English.

I trust that you will find the contents of this Letter to be acceptable. If so, please would you, for and on behalf of the Company, counter-sign and return to us the enclosed duplicate copy of this Letter, in order to indicate the Company's acknowledgement of and agreement with the terms of this Letter; in the meantime, instructions or continued instructions of the Company will constitute such acknowledgement and agreement.

We very much look forward to working with you.

Yours sincerely,

Partner for and on behalf of Allen & Overy Bratislava, s.r.o.

The appointment of Allen & Overy Bratislava, s.r.o. and each of the other A&O Entities, as appropriate on the above terms is agreed.

Signed:

Date:

23 May 2011

For and on behalf of the **Company**, represented by the European Investment Fund pursuant to a Power of Attorney dated 12 January 2011

APPENDIX 1

OUR KEY TEAM MEMBERS FOR THE INITIAL MATTER

Name	Position and role of relevant member of the A&O Group	Telephone Number	E-mail Address
Martin Magál	Relationship Partner Allen & Overy Bratislava, s.r.o.		
Peter Šťastný	Associate Allen & Overy Bratislava, s.r.o.		
Tomáš Búry	Junior Lawyer Allen & Overy Bratislava, s.r.o.		

APPENDIX 2

OUR AGREED RATES AND DISBURSEMENTS

1. These provisions will apply unless we agree different arrangements in writing, or have already reached written agreement on different arrangements that are intended to apply to all of our work for you.
2. Our hourly rates for the Matters will be as follows:

Position	Grades	Hourly Charge Out Rate in EUR
Partners	Partner 0	200
	Partner 1	200
Associates	Grade 20	200
	Grade 19	200
	Grade 18	200
	Grade 17	200
	Grade 16	200
	Grade 15	200
	Grade 14	200
	Grade 13	200
Lawyers	Grade 12	200
	Grade 11	200
	Grade 10	200
Other Fee-earners	Paralegal	200
	Translator	200

3. Please note that these rates will apply to work carried out between 1 February 2011 and 28 February 2013 (including). Unless agreed otherwise, work carried out from 1 March 2013 (including) Allen & Overy standard rates shall apply. Please also note that from time to time, upon passing Bar examinations, and normally on 1st May in each year, our lawyers (except for partners) advance by one grade and their hourly rates are adjusted accordingly.
4. We do not charge for the use of our meeting rooms, word processing facilities or the like, for mobile telephone calls costing less than EUR 2.
5. We currently charge for meals provided in our meeting rooms, domestic (out of Bratislava) and international telephone calls and fax transmissions, mobile telephone calls costing EUR 2 or more, video conference calls, postage, in each case at rates designed to recover our costs.
6. We currently charge the following flat rates for the following items:
 - (a) EUR 0.20 per sheet for standard A4 black & white internal printing, including internal drafts and photocopying. Rates for non-standard internal printing are available on request.
7. All other expenses that we incur on your behalf, (including but not limited to courier charges, overtime payments to secretarial staff working on the engagement, dial-in conference calls arranged

through an external supplier, notarial and translation expenses and fees for the use of online services), will be charged at cost.

8. We do not normally provide copies of receipts or records of disbursements. However, you may request copies of such items upon prior reasonable written notice.
9. All payments to be made to us shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any sovereign state other than the Slovak Republic or any political subdivision therein or any authority therein or thereof having power to tax (the State) unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Client shall pay us such additional amount as will result in receipt by us after such withholding or deduction of such amounts as would have been received by us had no such withholding or deduction been required.
10. If a taxation is imposed on us in the Slovak Republic on the income deemed to be received due to the Client paying an additional amount pursuant to Appendix 2 Clause 9, we will provide you with additional invoice for the amount to be paid to mitigate this additional tax burden.

APPENDIX 3

GENERAL TERMS AND CONDITIONS

1. Definitions

Unless the context otherwise requires:

A&O Group means Allen & Overy LLP and other undertakings which are authorised to carry the name **Allen & Overy**, each such undertaking being an **A&O Entity**;

Allen & Overy Bratislava means Allen & Overy Bratislava, s.r.o., a limited liability company incorporated under the laws of the Slovak Republic with ID No. 35 857 897;

Allen & Overy LLP is a limited liability partnership incorporated in England and Wales with registered number OC 306763 and registered office at One Bishops Square, London E1 6AD;

Partner is a title referring to a member of Allen & Overy LLP or an employee or consultant with equivalent standing and qualifications, or an individual with equivalent status in another A&O Entity. A list of the members of Allen & Overy LLP and of the non-members who are designated as partners is available for inspection at One Bishops Square, London E1 6AD;

Relationship Partner means the Partner identified as such from time to time. If no Partner has been identified as such, the Relationship Partner for a particular matter will be the Partner responsible for the overall supervision of that matter; and

we, us and our refer to the A&O Entity providing services on a particular matter; and **you, yourself and your** refer to the Client or Group Company receiving those services.

2. Application and interpretation

2.1 These terms will apply to our work for you except to the extent that we agree, or have agreed, different terms with you.

2.2 Nothing in these terms will apply to the extent that their enforcement would result in a breach of applicable law or regulations.

2.3 Each provision of these terms will be enforceable independently of each of the others and validity of each provision will not be affected if any of the others is invalid.

2.4 The Client enters into the Letter on its own behalf and as agent for each other Group Company and shall procure that each other Group Company is aware of and complies with the terms of the Letter.

2.5 Any variation to the terms of the Letter approved by the Client shall be deemed to be approved on behalf of all relevant Group Companies.

2.6 Except for Group Companies and an A&O Entity, a person who is not a party to the Letter shall have no right to enforce any of its terms.

3. Your relationship with the A&O Group

3.1 The A&O Group is not a legal entity or a partnership and does not itself provide legal services. Legal services are provided by individual A&O Entities, each of which is a separate and distinct business, and some of which are limited liability undertakings.

3.2 It is envisaged that any A&O Entity (the Instructed Entity) may itself provide the advice and services you require, or (if it considers this appropriate) obtain for you any part of the advice and services from one or more of the other A&O Entities. By retaining the Instructed Entity to provide you with any legal advice or services, you authorise the Instructed Entity, where it considers this appropriate, to obtain for you any part of the advice and services from, and to share information with, one or more other A&O Entity or A&O Entities. If at any time you would like the name of the A&O Entity providing services from a particular jurisdiction, this will be available from the Relationship Partner.

3.3 Where the Instructed Entity does obtain for you (rather than itself provide) any part of the advice and services you require from another A&O Entity, it will obtain the relevant advice and services on the basis that you are thereby retaining that other A&O Entity (and not the Instructed Entity itself) to provide the relevant advice and services. The lawyer/client relationship in respect of the relevant advice and services will be between you and that other A&O Entity and not between you and the Instructed Entity. That relationship will be governed by the Letter, subject to (i) the governing law, which shall be the law of the jurisdiction of that other A&O Entity and (ii) such variations as may be notified to you as being required for legal or regulatory reasons in a relevant jurisdiction.

3.4 You will ensure that we are supplied, and will instruct your other advisers involved in each Matter to supply us, with all information in your or their possession that we reasonably require in order to enable us to perform the terms of our engagement or that is material to our engagement. Unless you have expressly asked us to do so, we will not seek to verify or check any information provided to us by you, or by others on your behalf, and you acknowledge that we shall be entitled to rely on such information when performing our obligations under our engagement.

3.5 We will not be responsible for advising you on non-legal matters, and you will be responsible for deciding whether documents or advice prepared or reviewed by us meet your commercial objectives.

3.6 We reserve the right not to send any of our Partners, staff or consultants to any location where we believe there is a risk to their personal safety.

3.7 Our advice will be based on our understanding of the relevant statutes, case law and practice as at the time it is given, and any subsequent changes in law and practice may therefore affect its conclusions. We are under no legal obligation to update our advice once given to take account of any subsequent changes in law or practice, and do not undertake to do so.

3.8 During our work on a matter, we may show you a draft of our advice or a report for your comments. You cannot rely on a draft until its content has been finalised and confirmed to you in writing. We will not be responsible if you choose to act, or refrain from acting, on the basis of a draft. Multiple copies and versions of documents may exist in different media. In the case of any discrepancy, the signed hard copy is definitive.

4. Fees and invoicing

4.1 Our invoices are payable within 21 days of delivery, failing which we may exercise our right to stop acting under paragraph 11, or charge interest at 8% per annum (except to the extent that you have raised an unresolved bona fide query), or both. You will also remain liable to pay our fees even if a third party agrees to pay them.

4.2 If we believe that you may be in financial difficulty or may be about to become the subject of any form of insolvency proceedings, we reserve the right to require you to provide security acceptable to us for the payment of our fees, to require payment of all future invoices within 7 days and/or to terminate our engagement if our requests are not complied with.

5. Documents and document storage

5.1 It is our policy to send to you all original signed deeds and contracts generated in connection with a matter carried out for you. We will retain copyright in all documents we draft and produce in relation to any matter (and, subject to our duties of confidentiality to you, may therefore use the intellectual property rights in the documents as the basis for advising on other matters) but you will have an unlimited licence to use those documents for your own purposes.

5.2 In some circumstances, in particular, if you have not paid all of our invoices, we will have the right to keep documents that belong to you, even if you ask us to return or destroy them.

5.3 We may destroy documents relating to a matter when we consider that we do not need to keep them, failing which we reserve the right to charge for our storage costs. Subject to paragraph 5.2 and to applicable laws or regulations, we will also destroy documents before this time if you instruct us to do so. However, we reserve the right to keep documents belonging to us, and cannot guarantee that we can erase all electronic documents (including those on back-up tape).

6. Liability

6.1 Without prejudice to your right to bring a claim against the A&O Entity providing the relevant services, you agree, to the extent such agreement is enforceable under applicable laws and regulation, that there is no assumption of a personal duty of care by, and you will not bring any claim against, any individual Partner or other member, shareholder or employee of or consultant to any A&O Entity.

6.2 If we and another party are liable to you in respect of the same loss, our liability will not increase by reason of any limitation of liability that you have agreed with that party, or your inability to recover from that party (e.g. because of its insolvency), beyond what it would have been if no such limitation had been agreed and if that other party had paid its share in full.

6.3 Our services are for your benefit and may not be used or relied upon by anyone else without our prior written consent. We do not accept liability for the acts or omissions of any third party (including law firms which are not A&O Entities, experts and notaries) we may instruct on your behalf or for the default of any financial institution with whom we deposit money on your behalf.

7. Electronic communications

We may communicate with you, your advisers and others electronically (including through our newchange dealroom or similar system). You accept the risks involved in such communication (including, but not limited to, delays, the security risk of interception of, or unauthorised access to, such communications and the risk of viruses), except in the case of our gross negligence or wilful default. We may also monitor communications in order to establish facts, to determine that communications using our systems are relevant to our business or to comply with applicable laws or regulatory practices and procedures.

8. Conflicts/relationships with other clients

8.1 Under legal and professional rules, we may have to stop acting for you if there is a conflict between our duties to you and to other clients, or between our interests and your interests. As it is difficult for us to anticipate all situations which you might perceive to involve such a conflict, please notify us promptly if you consider there may be a potential conflict.

8.2 Subject to our compliance with the professional rules which regulate our conduct as lawyers, we should not be prevented or restricted by virtue of our relationship with you from advising other clients, including clients whose interests may be adverse to your own and companies that you might wish to acquire.

9. Confidentiality

9.1 As lawyers, we are bound by strict professional duties to maintain confidentiality towards our clients. We will

treat any information obtained from you that is not in the public domain as confidential. In particular, the terms of the Letter are strictly confidential and may not (except as provided below) be disclosed without our and your prior written consent. However, we may sometimes have to disclose information to regulatory authorities or under rules of law or professional conduct. If so, we would (where permissible and practicable) inform you of the request or requirement to disclose.

- 9.2 We will not use information which is confidential to you for the advantage of, or, subject to paragraph 9.1, disclose such information to, any third party. In the same way, you acknowledge that we will not use confidential information obtained from any other party for your advantage or disclose such information to you, even if it is relevant to a matter.
- 9.3 We may sometimes outsource support services such as word processing, translation and photocopying, on the basis that our suppliers have agreed or will agree to keep any information they receive from us confidential. We may also discuss your affairs with your other advisers on a matter.
- 9.4 This paragraph 9 will not prohibit A&O Entities sharing confidential information with each other. However, you should not assume that information you provide to a person working on one matter will be communicated to a person working on another matter. You should therefore provide all information that has a bearing on a matter direct to the relevant team.
- 9.5 Where appropriate, we use the credentials obtained in undertaking work for clients in internal and external publicity materials. When offering our services to others, we may disclose to them that we have acted for you, unless you instruct us to the contrary.
- 9.6 If a matter requires any input of any A&O Entity outside the Slovak Republic, laws, rules and regulations on client confidentiality and conflicts of interest and duty within the relevant jurisdiction (including, but not limited to, access to documents), may be different from those applicable to Allen & Overy Bratislava, s.r.o. in the Slovak Republic. You agree that compliance with the laws, rules and regulations applicable in that jurisdiction will take precedence. If we become aware of such a situation, we will endeavour to bring the matter to your attention, wherever possible.

10. Instructions to Third Parties

As part of our service to you, we may be required to recommend and instruct on your behalf law firms which are not members of the A&O Grouping, experts, barristers and other third parties. We will, of course, seek your approval before instructing any such persons and instruct only appropriately qualified third parties in each area. We may sometimes outsource support services such as word processing, translation and photocopying, on the

basis that our suppliers have agreed or will agree to keep any information they receive from us confidential. However, in accordance with our usual policy, we are unable to accept responsibility for the acts and omissions, breaches or defects of any third party whom we instruct on your behalf.

11. Termination

Our retainer for a matter will terminate upon delivery of our final invoice. Otherwise, you may terminate our retainer on any or all matters by written notice at any time. We may terminate the retainer if we have good reason (such as delay in payment of our fees) and upon reasonable notice. In either case, you will pay our costs up to the time of termination.

12. Translation

We will take reasonable care to ensure that translations undertaken by A&O Entities are accurate. However, you should be aware that words and legal concepts used in one language may not have exact equivalents in another. We therefore cannot guarantee that the translation will have exactly the same meaning as the original.

13. Anti-money laundering laws

Under anti-money laundering laws, we may need formal evidence of your identity before we can act. We must also report suspicions of money laundering activity to our Money Laundering Reporting Officer or to the relevant external authorities, or both. We may have to stop work on a matter and may not be allowed to tell you if we make such a report. We will not be liable to you for the consequences of any such report made in good faith.

14. Force majeure

Neither we nor you shall be liable in any way for failure to perform our respective obligations in relation to a matter if the failure is due to causes outside the reasonable control of the relevant A&O Entity, or you, as the case may be.

15. Miscellaneous

Please see our website at www.allenoverly.com/regulatory for further information about our complaints procedure, our position in relation to the provision of financial services, including insurance mediation, and how we hold and process personal data.