

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

Attention of: Robin Vaudrey, executive

Our ref 0010023-0014082 BT:848079.2

Bratislava, 20 April 2012

Dear Robin,

Terms of Engagement

I am writing to you on behalf of Allen & Overy Bratislava, s.r.o. to confirm the basis on which we will provide **Slovenský záručný a rozvojový fond, s.r.o.** (the **Client**) legal advice regarding the deployment of the First Loss Portfolio Guarantee (**FLPG**) with several Slovak financial intermediaries in implementation of the JEREMIE initiative in Slovakia (the **Matter**). The terms of our engagement on the 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.

1. Our Team

- 1.1 I will be your relationship partner (**Relationship Partner**) for the Matter and you will be our principal contact at the Client.
- 1.2 The names and contact details of our key team members for the Matter are set out in Appendix 1.

2. Scope of our work

- 2.1 Based on your e-mail dated 30 March 2012 our understanding is that for the purposes of the Matter our areas of work will be as follows:
 - (a) a review of the FLPG agreement¹ from the Slovak and applicable EU law perspective (in particular as regards structural funds (European regional development fund - ERDF) and State aid regulations) which must be taken into account in the FLPG agreement and when implementing FLPG transactions) and providing, for your benefit and the benefit of the European Investment Fund (the **EIF**), with a memorandum summarising our findings / conclusions / recommendations arising from our review (the **Memorandum**);

¹ We understand that the FLPG Agreement will be entered as a joint and several guarantee of the Client and the EIF issued in favour of each Intermediary.

Allen & Overy Bratislava, s.r.o.

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811 09 Bratislava
Slovak Republic

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- (b) issuance of a legal opinion(s) for your benefit and the benefit of the EIF, in respect of each Slovak financial intermediary covering the following areas (i) incorporation, valid existence and presence of authorisations of the relevant Slovak financial intermediary (the **Intermediary**); (ii) requisite capacity, corporate power and authority of the relevant Intermediary to enter into and perform its obligations under the FLPG agreement; (iii) execution, delivery and performance by the relevant Intermediary of the FLPG agreement not resulting in a violation of its by-laws and other corporate documents; (iv) the relevant person's signing the FLPG agreement having the power to execute the FLPG agreement on behalf of the relevant Intermediary; (v) enforceability of the obligations of the relevant Intermediary under the FLPG agreement in the Slovak Republic; (vi) absence of clauses in the FLPG agreement being against mandatory provisions of Slovak law; (vii) valid choice of English law for the FLPG agreement and of English courts for any relevant disputes; and (viii) absence of stamp duty or registration or similar tax under Slovak law in connection with the parties entering into the FLPG agreement (each, the **Legal Opinion**).

2.2 The scope of our work may need to be changed, for example if you would like to add other areas of work. I 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.

2.3 We confirm that we would have no conflict of interest in completing the work set out in this section 2 (Scope of work).

3. Fees

3.1 Our fee payable for the legal services on the Matter shall be, subject to the assumption specified in Clause 3.3 capped to:

- (a) EUR 9,000 (excl. VAT and disbursements) for the work specified in paragraph 2.1(a) above; and
- (b) EUR 3,000 (excl. VAT and disbursements) for issue of the Legal Opinion in respect of one Intermediary.

3.2 Our fee payable for the legal services will be determined in accordance with (i) the time spent on the matter 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), unless we agree otherwise.

3.3 The capped fees specified in Clause 3.1 above are based on the following assumptions:

- (a) we would not be involved in the negotiations with the Intermediaries at all;
- (b) we would not spend more than 10 hours of our time in discussions with the Client (including over the phone or through exchange of e-mails) and implementing of the Client's comments to the memorandum;
- (c) we would not spend more than 10 hours of our time in discussions with the Client (including over the phone or through exchange of e-mails) and implementing of the Client's comments to the first of the Legal Opinions and not more than 1 hour in respect of any other Legal Opinion;
- (d) we would agree with the Client template of the legal opinion which will be used with respect to the other Intermediaries which will not substantially change in respect of the other

Intermediaries (except as a result of review of the corporate documents of the relevant Intermediary);

(e) the Client will be responsible for collecting the corporate documents from the respective Intermediaries which are necessary for the issuance of the relevant Legal Opinions;

(f) we would not need to travel outside of Bratislava.

3.4 In case it can be anticipated that one or more of the assumptions set out above may be breached, we shall promptly inform the Client and consider methods of minimizing the legal costs in accordance with the rules of proper representation of the Client. In particular, we agree to inform you of the moment when 75% of the time assumptions described under 3.3(b) and 3.3(c) is reached.

4. Delivery of our services:

4.1 We will provide the first draft of the Memorandum within 10 business days after this Letter has been signed by you.

4.2 We will provide the first Legal Opinion within 5 business days after you have requested us to do so.

4.3 Until further instructions, Mr. Nicolas Panayotopoulos, Mr. Gianluca Palermo, Mr. Lazaros Panourgias and/or Mr. Olivier Wuidar of the EIF, acting in the name and on behalf of the Client, will be our principal point of contacts from which we will take instructions.

5. Invoicing

5.1 Normally invoices will be rendered to the Client 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.

5.2 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.

6. Concerns

We believe that you will be satisfied with our work on the Matter, 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.

7. Limitation of liability in relation to the Matter

The Client hereby agrees that, except in case of negligence or wilful misconduct from Allen & Overy Bratislava s.r.o. and 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 Matter or other matters shall be limited to twice the aggregate total professional charges of the A&O Group (excluding VAT and disbursements) invoiced and paid in relation to the Matter or, if greater, GBP 3,000,000.

8. Governing law and jurisdiction

8.1 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.

8.2 The English courts have exclusive jurisdiction to settle 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).

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 Client, counter-sign and return to us the enclosed duplicate copy of this Letter, in order to indicate the Client's acknowledgement of and agreement with the terms of this Letter; in the meantime, your instructions or continued instructions of Allen & Overy Bratislava, s.r.o. or any A&O Entity will constitute such acknowledgement and agreement.

We very much look forward to working with you.

Yours sincerely,

Signed: v.r.

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

The appointment of Allen & Overy Bratislava, s.r.o. on the above terms is agreed.

Signed: v.r.
Richard Pelly

Date: 19 April 2012

For and on behalf of **Slovenský záručný a rozvojový fond, s.r.o.** represented by the **European Investment Fund** pursuant to a Power of Attorney.

APPENDIX 1

OUR KEY TEAM MEMBERS FOR THE 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.	+421 (0) 2 5920 2412	martin.magal@allenoverly.com
Matúš Kudlák	Associate Allen & Overy Bratislava, s.r.o.	+421 (0) 2 5920 2447	matus.kudlak@allenoverly.com
Peter Šťastný	Associate Allen & Overy Bratislava, s.r.o.	+421 (0) 2 5920 2448	peter.stastny@allenoverly.com
Peter Strempek	Junior Lawyer Allen & Overy Bratislava, s.r.o.	+421 (0) 2 5920 2431	peter.strempek@allenoverly.com

APPENDIX 2

OUR AGREED RATES AND DISBURSEMENTS

1. These provisions will apply unless we agree different arrangements in writing.
2. Our hourly rates for the Matter will be as follows:

<u>Position</u>	<u>Name</u>	<u>Grades</u>	<u>Hourly Charge Out Rate in EUR</u>	
Partner	Hugh Owen	Partner 0	540	
	Martin Magál	Partner 0	540	
	Renátus Kollár	Partner	540	
Slovak Advocates	Vojtech Pálinkáš	Grade 20	470	
	Zuzana Šimeková	Grade 19	470	
		Grade 18	450	
	Katarína Matulníková	Grade 17	400	
	Peter Kubina	Grade 16	375	
	Peter Jedinák	Grade 15	350	
	Peter Šťastný	Grade 14	330	
	Pavol Kollár	Grade 14	330	
	Ivan Kisely	Grade 14	330	
	Matúš Kudlák	Grade 14	330	
	Slovak Lawyers	Juraj Gyárfáš	Grade 14	330
		Zuzana Hečko	Grade 13	310
Tomáš Búry		Grade 11	215	
Rudolf Pfeffer		Grade 11	215	
Peter Strempek		Grade 11	215	
Michal Uhnák		Grade 10	180	
Tomáš Demo		Grade 10	180	
UK Trainee			Grade 11	215
Other Support		PL 1	110	
		Translator 1	110	

3. Please note that these rates will apply to work carried out between 1 May 2011 and 30 April 2012. The rates are subject to annual review and we will tell you at the relevant time if there is a change to applicable rates. 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 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. We currently charge for meals provided in our meeting rooms, domestic 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.

5. All 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.
6. 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.
7. 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 other 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.
8. 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 7, we will provide you with additional invoice for the amount to be paid to mitigate this additional tax burden.

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.

