

CONTRIBUTION AGREEMENT

between

SLOVAK REPUBLIC

and

EUROPEAN INVESTMENT BANK

in respect of the

EU FOR UKRAINE FUND
Unfunded Contributions Compartment

This contribution agreement (the “**Contribution Agreement**”) is entered into between:

the **Slovak Republic**,

(the “**Contributor**”),

on the one hand, and

the **European Investment Bank**,

with its seat at 98-100, boulevard Konrad Adenauer, L-2950 Luxembourg, Grand Duchy of Luxembourg,

(the “**Bank**” or “**EIB**”),

on the other hand,

(the Contributor and the Bank each referred to as a “**Party**” and together as the “**Parties**”).

WHEREAS:

- (1) The EIB Board of Directors has approved the establishment of the EU for Ukraine Fund (the “**Fund**”).
- (2) The Fund is established at inception based on two compartments, as further developed in the Fund Description:
 - (i) a compartment that will collect funded contributions from contributors (the “**Funded Contributions Compartment**”), and
 - (ii) a compartment that will collect unfunded contributions, notably through a guarantee, from contributors (the “**Unfunded Contributions Compartment**”, together with the Funded Contributions Compartment, the “**Compartments**” and each a “**Compartment**”).

The number of compartments in the Fund, as well as their scope, may be modified through the amendment of the Fund Description.

- (3) This Contribution Agreement relates to the Unfunded Contributions Compartment of the Fund. Each Contributor to the Unfunded Contributions Compartment of the Fund has entered into (or will accede to) the unconditional and irrevocable professional payment guarantee agreement (the “**Guarantee Agreement**”), in addition to a contribution agreement, with the Bank in relation to Financing Operations (as defined below) entered into by the Bank on its own account or for the account of the Fund.
- (4) The Unfunded Contributions Compartment of the Fund shall support the following operations:
 - (i) impact finance operations, entered into for the account of the Fund, for which the use of the Fund has been approved by the Contributors’ Committee (the “**Impact Finance Operations**”), in relation to which all credit, market and other risks are assumed by and will be borne by the Fund and by the contributors and not by the Bank, including by means of a professional payment guarantee provided under the Guarantee Agreement; and
 - (ii) own balance sheet operations for which the use of the Fund has been approved by the Contributors’ Committee (the “**Own Balance Sheet Operations**”), in relation to which part of the credit, market and other risks (representing the first loss tranche of the portfolio (FLP), with EIB assuming the senior risk) are assumed by and will be ultimately borne by the Fund and by the Contributors in accordance with paragraph 10 of the Fund Description(the Own Balance Sheet Operations and the Impact Finance Operations, together, are hereinafter referred to as the “**Financing Operations**”).

- (5) The Funded Contributions Compartment of the Fund will also support certain Financing Operations as well as Grant Operations, entered into for the account of the Fund, such as investment grants or interest rate subsidies (the **"Grant Operations"**).
- (6) Within the Unfunded Contributions Compartment of the Fund, in the event of (i) an accession of an Acceding Guarantor and/or (ii) an increase by an Increasing Contributor/Guarantor, equalisation mechanisms set out in the Guarantee Agreement and this Contribution Agreement (by way of Adjustment Payments as defined below) will apply. No equalisation applies between the Funded Contributions Compartment and the Unfunded Contributions Compartment.
- (7) Any Operation to be entered into by EIB under the Fund is subject to approval for the use of the Fund in relation thereto through the Fund's applicable governance arrangements, as further described in the Fund Description, and to approval of such Operation by EIB's governing bodies.
- (8) The Bank may enter into a separate arrangement with the EIF in connection with Impact Finance Operations entered into by EIF in the context of the Fund (the **"EIB/EIF Arrangements"**). For the avoidance of doubts, the term "Impact Finance Operations" include the EIB/EIF Arrangement. Further, certain Impact Finance Operations may be undertaken by EIB, in cooperation with the EIF, in the context of the Fund.
- (9) The intention of the Parties is that in relation to all exposures to Impact Finance Operations of EIB for the account of the Fund and/or in cooperation with EIF in the context of the Fund and the EIB/EIF Arrangement, all credit, market and other risks are assumed by and will be ultimately borne by the Fund and by the contributors and not by the Bank or the EIF. Consistently, the Bank will act in relation to Impact Finance Operations for the account of the Fund. The Bank shall provide dedicated internal funding lines to the Bank as administrator of the Fund for the purposes of providing liquidity to the Fund.
- (10) The Parties wish to document the terms and conditions applying to the Contributor's Contribution to the Fund, as well as related arrangements.

THE PARTIES HAVE AGREED AS FOLLOWS:

I. Definitions

1. In this Contribution Agreement:

"Advance" means as defined in Annex 6.

"Acceding Guarantor" means as defined in the Guarantee Agreement.

"Adjusted Key Percentage" means the percentage set out against the name of each Unfunded Contributor calculated by reference to the Total Unfunded Contributions and the contribution of each Unfunded Contributor as adjusted such, that at all times, the aggregate of the Adjusted Key Percentages is equal to 100%.

"Adjustment Payments" means as defined in paragraph 18.

"Business Day" means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on March 2023 (T2), or its successors is open for the settlement of payments in EUR.

"Cash Balance" means any sums held in cash by the Bank in relation to the Unfunded Contributions Compartment of the Fund.

"Contribution" means the Maximum Initial Individual Amount as reduced or increased in accordance with the terms of this Contribution Agreement and the Guarantee Agreement, including as reduced as a result of (i) payments of Demands, (ii) Payment Requests; or (iii)

indemnity payments under Article 14 below and as increased by any (iii) Adjustment Payments received, (in each case, without any double-counting).

“Contributor” means the Slovak Republic and **“contributor”** means, any or as the case may be, all contributors to the Fund from time to time or as the context requires the Contributors to the Unfunded Contributions Compartment or the Funded Contributions Compartment.

“Covered Amounts” has the meaning set out in the Guarantee Agreement.

“Dedicated Register” means as defined in paragraph 6.

“Demand” means a demand in relation to a Financing Operation made under the Guarantee Agreement in a Demand Notice, as defined in the Guarantee Agreement.

“Demand Notice” means a demand notice in relation to a Financing Operation as defined in the Guarantee Agreement.

“EIB/EIF Arrangement” means the agreements or arrangements entered into between the Bank and EIF in relation to operations deployed in cooperation with the EIF in the context of the Fund as described in Recital (8).

“EIBG AML-CFT Policy” means as defined in paragraph 28.

“EIB Group Anti-Fraud Policy” means as defined in paragraph 27.

“Equity Loss” means in relation to a Financing Operation which is an equity type operation, all amounts lent or invested by the Bank or, in the case of equity operations under the EIB/EIF Arrangement, the EIF (including, for the avoidance of doubt, any equalisation fees) to the extent not recovered (i) upon exit, redemption, or disposal of the relevant Financing Operation; or (ii) on 31 December 2065.

“Facility Amount” means as defined in Annex 6, paragraph (II)(A).

“First Payment Date” means as defined in paragraph 6(b).

“Fund” means as defined in Recital (1).

“Fund Description” means as defined below.

“Financing Operation” means as defined in Recital (4).

“Guarantee Agreement” means as defined in Recital (3).

“Guarantor” has the meaning set out in the Guarantee Agreement.

“Grant Operation” means as defined in Recital (5).

“Impact Finance Operation” means as defined in Recital (4).

“Increasing Contributor/Guarantor” has the meaning set out in the Guarantee Agreement.

“Liquidity Facility” means as defined in paragraph 7.

“Maximum Initial Individual Amount” has the meaning set out in the Guarantee Agreement.

“Maximum Individual Amount” has the meaning set out in the Guarantee Agreement.

“Operation” means an operation entered into by the Bank with the support of the Fund which is eligible in accordance with the Platform Rules and the Fund Description, provided that no Grant

Operations shall be made by or for the account of the Unfunded Contributions Compartment.

"Own Balance Sheet Operation" means as defined in Recital (4).

"Original Guarantor" means as defined in the Guarantee Agreement.

"Payment Dates" means as defined in paragraph 6(b).

"Payment Request" means as defined in paragraph 6(b).

"Platform Rules" means as defined below.

"Required Proportion" means the then applicable Adjusted Key Percentage.

"Total Unfunded Contributions" means as defined in paragraph 3.

"Unfunded Contributor" means a contributor that provides an unfunded contribution to the Fund, notably through a guarantee, under the Unfunded Contributions Compartment.

Subject to paragraph 24 below, capitalised terms used in this Contribution Agreement and not otherwise defined herein shall have the meaning given to such terms in the fund description (the **"Fund Description"**) included as Annex 4 and the Partnership Platform Rules (as amended from time to time, the **"Platform Rules"**) included as Annex 8. The Fund is documented on the terms of the contribution agreements, the Fund Description, and the Platform Rules.

II. The Contribution

2. The Contributor wishes to make a commitment, and the Bank (as administrator of the Fund) hereby accepts such commitment, to the Unfunded Contributions Compartment of the Fund in the amount of EUR 5 000 000 (*five million euro*) (the **"Contribution"**). The amount of a Contributor's commitment to make Contributions is equal to the Maximum Individual Amount of such Contributor from time to time in its capacity as Guarantor under the Guarantee Agreement. Any increase by the Guarantor of its Maximum Initial Individual Amount in accordance with the terms of the Guarantee Agreement shall also increase by the same amount the Contribution.
3. The Fund may receive additional contributions to the Unfunded Contributions Compartment of the Fund under similar terms and conditions (together with the Contribution, the **"Total Unfunded Contributions"**). Upon execution of a contribution agreement by an Unfunded Contributor, the latter shall also accede to the Guarantee Agreement as Acceding Guarantor in accordance with the provisions set out in the Guarantee Agreement.
4. For the avoidance of doubt, the Fund may receive further contributions under its different compartments.

III. Treasury Management

5. Notwithstanding article 8.1 of the Platform Rules, the Contributor authorises the Bank to apply to the daily Cash Balance an interest rate (which may be negative), without any floor or ceiling, that is equal to (i) EURIBOR 3M (the euro wholesale funding rate known as the Euro Interbank Offered Rate provided by the European Money Market Institute, as the administrator of the benchmark (or any successor administrator)) for a period of three (3) months which appears on Reuters screen page EURIBOR01 (or any successor screen page) as of 11:00 a.m. Brussels time, on the day that is two (2) T2 Business Days (being any days on which the Trans-European Automated Real-time Gross settlement Express Transfer system (T2) is open) prior to the start of each calculation period of three (3) months (save that the first and last calculation periods may be shorter) (ii) minus 12.5 basis points (0.125%) (together the **"Interest Rate"**). With respect to a calculation period, the Bank shall multiply the daily Cash Balance with by the Interest Rate for each day in that period and divide the result by 360. The amount of interest (the **"Interest Amount"**) with respect to a calculation period shall be equal to the sum of the amounts of interest so determined and calculated by the Bank for each day in that period. If the Interest Amount for

a calculation period is a positive number, the resources of the Cash Balance shall be increased by the Interest Amount. If the Interest Amount for a calculation period is a negative number, the resources of the Cash Balance shall be decreased by the absolute value of the Interest Amount.

The Contributor hereby agrees that the Cash Balance will not be segregated as described in article 3.2.4. of the Platform Rules.

The Contributor acknowledges that while there is not currently an expectation that the Euro Interbank Offered Rate will be discontinued, there is no guarantee that it will continue to be produced and published. If EURIBOR 3M is not published in respect of a day for which it is required (but its determination and publication is not permanently discontinued) the Bank shall replace it with another benchmark rate and any appropriate adjustment to the spread, day-count fraction and/or calculation period, which it will determine in good faith and in a commercially reasonable manner. If the determination and publication of EURIBOR 3M is permanently discontinued (or its permanent discontinuation is announced), the Bank shall enter into discussions with the Contributor with a view to its replacement with another benchmark rate and any appropriate adjustment to the spread, day-count fraction and/or calculation period.

IV. The Contributor's Dedicated Register

6.

- (a) The Bank shall open a register (the "**Dedicated Register**") in respect of the Contributor, and in respect of all other contributors to the Unfunded Contributions Compartment of the Fund, to credit and debit as appropriate (without double counting):
 - (i) any amounts due from the Contributor in respect of its proportion of the Equity Losses incurred under Financing Operations approved under the Unfunded Contributions Compartment in accordance with paragraph 13 below;
 - (ii) utilisation(s) of the relevant Contributor's Liquidity Facility, reflecting payments in respect of Demands;
 - (iii) any sums to be debited or credited in relation to Adjustment Payments between the Unfunded Contributors to the Fund;
 - (iv) any amounts payable by the Contributor or due to the Contributor under the Fund Description, including in accordance with paragraph 8 and paragraph 10 of the Fund Description, unless otherwise claimed under the indemnity set out in paragraph 14 below;
 - (v) any amounts payable by the Contributor to the Bank, including in relation to fees payable to the Bank; and
 - (vi) any other sums as appropriate.
- (b) On each payment date, each Contributor shall pay the outstanding amount due as reflected on its Dedicated Register (the "**Payment Request**"). The Bank shall issue a request for payment 15 (fifteen) Business Days before each Payment Date. The first payment day shall take place on 15 June 2024 (the "**First Payment Date**"). After the First Payment Date, payments will occur on a quarterly basis on 15 June, 15 September, 15 December, and 15 March of each year (the First Payment Date, together with the following payment dates, the "**Payment Dates**"). For the avoidance of doubt, the required payments on a Payment Date in respect of the Dedicated Register do not include any Advances under the Liquidity Facility that have an Advance Repayment Date which is the Payment Date immediately subsequent to such Payment Date.
- (c) If a Payment Date is scheduled to occur on a date which is not a Business Day then it shall be postponed to the next following Business Day.
- (d) The payment of the Administrative Fee shall be debited to the Dedicated Register of the Contributor in 1 (one) installment in 2024.

V. The Liquidity Facility

7. The Bank will make available to the Contributor a liquidity credit facility (the “**Liquidity Facility**”), the proceeds of which shall be used solely for the purposes of payments of Demands under the Guarantee Agreement. The terms and conditions of the Liquidity Facility are set out in Annex 6.
8. In the event that a Demand is made under the Guarantee Agreement, the Contributor shall, within 10 (ten) Business Days (inclusive), notify the Bank of its intention to make a direct payment under the Demand. In the absence of any such notification, the Contributor hereby irrevocably authorises the Bank to fund the amount due under the Demand by making an Advance to the Contributor under its Liquidity Facility. Notwithstanding the foregoing, in the event that the amounts available under the Liquidity Facility are not sufficient to fund such Demand, the Contributor shall upon first demand pay such shortfall amount to the Bank.

VI. Administration and Use of Contributions

9. The Bank will administer the Fund and allocate the Contribution in line with the decisions taken by the Contributors’ Committee, including (if applicable) decisions taken within the Contributors’ Committee before the entering into force of this Contribution Agreement. The Contribution will not be traced through to specific Operations.
10. The Contribution shall be allocated, administered, and managed by the Bank in accordance with (i) the Bank’s rules, policies, and procedures (save where adjustments to these rules, policies and procedures are applied in the context of the Fund and as further set out in the Fund Description), (ii) this Contribution Agreement, including the Fund Description and Platform Rules, and (iii) the Guarantee Agreement, if applicable.
11. The Parties acknowledge and agree that in relation to Impact Finance Operations covered by the EIB/EIF Arrangement, the rules, policies, and procedures of EIF shall apply as relevant (save where adjustments to these rules, policies and procedures are applied in the context of the Fund and as further set out in the Fund Description).
12. The Contribution shall be used to finance the activities and for the instruments set forth in the Fund Description, including to meet Demands made under the Guarantee Agreement and any payment due under this Contribution Agreement.
13. The Contributor shall upon first demand indemnify and hold harmless the Bank in the case of an Equity Loss whether incurred by the Bank directly or as a consequence of the EIB/EIF Arrangement where it is incurred by the EIF in relation to a Financing Operation approved under the Unfunded Contributions Compartment.
14.
 - (a) The Contributor shall upon first demand indemnify and hold harmless the Bank if:
 - (i) the Bank incurs or suffers losses following a Guarantee Event, where such losses are not covered by the Covered Amounts and are attributable to the Unfunded Compartment; and/or
 - (ii) the Bank incurs or suffers any other form of loss, damage, expenses, claim or liability in the context of the Unfunded Contributions Compartment of the Fund (including in connection with the EIB/EIF Arrangement) which is not otherwise recoverable from the Contributor and in each case such amounts are not discharged through the Dedicated Register mechanism set out in paragraph 6 above or, otherwise under paragraphs 8 and 10 of the Fund Description.
 - (b) Unless otherwise stated by the Bank when making a demand for an indemnity payment under this paragraph 14, the Contributor shall make indemnity payments under this paragraph 14 through direct payment to the Bank upon first demand, within 15 Business Days from the Bank’s written request.

- (c) The aggregate liability of the Contributor to make payments under this Contribution Agreement and pursuant to the Guarantee Agreement is limited by Maximum Individual Amount at such time.
- 15. The Bank shall manage (i) the payment of Demands under the Guarantee Agreement (including by utilizing the Liquidity Facility), (ii) the crediting of any Proceeds to each Unfunded Contributor's Dedicated Register, (iii) the debiting of each Unfunded Contributor's Dedicated Register to meet its liabilities under each contribution agreement and the Guarantee Agreement, and (vi) the Adjustment Payments between the Unfunded Contributors when an Acceding Guarantor accedes to the Guarantee Agreement or a Increasing Contributor/Guarantor increases its Maximum Individual Amount.
- 16. It is acknowledged and agreed that the Bank, as agent of the Contributor, shall be entitled to make payment under the Guarantee Agreement in respect of each Demand which appears to be valid on its face without reference to any other party and without any investigation or enquiry. In particular the Bank, as agent of the Contributors, shall not be required to investigate or enquire as to (i) the legality of any claim or any underlying transaction or any set-off, defence or counterclaim which may be available to any person; (ii) any amendment to any underlying document or (iii) any unenforceability, illegality or invalidity of any underlying document or security.
- 17. Repayments, revenues, and recoveries under Operations shall be allocated and applied in accordance with paragraphs 9 and 10 of the Fund Description.
- 18. If there is a change in the Adjusted Key Percentage due to the adherence of a new contributor (an "**Acceding Guarantor**") to the Unfunded Contributions Compartment or an increase by an Increasing Contributor/Guarantor, the Bank shall adapt the Adjusted Key Percentage and shall make adjustments (the "**Adjustment Payments**") to the Dedicated Register of the Acceding Guarantor and/or Increasing Contributor/Guarantor and the then existing Unfunded Contributors such that all Demands, payments by the Contributors on their Dedicated Register (other than in respect of the Administrative Fee) and any and all indemnity payments under this Contribution Agreement including all those incurred and paid from the creation of the Fund shall ultimately be borne by each Unfunded Contributor in accordance with its Required Proportion as derived from the latest applicable Adjusted Key Percentage. The Contributor commits, for the benefit of each other Unfunded Contributor, to make any Adjustment Payments to such other Unfunded Contributors as will be entitled thereto as a consequence of these adjustments, upon the calculations of the Bank in the manner described above. The Adjustment Payments shall be reflected by debit and credit entries in the corresponding Dedicated Registers. The Bank, as agent of all Unfunded Contributors, shall calculate the amount of all such Adjustment Payments between Unfunded Contributors.
- 19. Each Unfunded Contributor shall be a third party beneficiary of the obligations in respect of the obligation to make Adjustment Payments of each other Unfunded Contributor to the Fund under their respective contribution agreements but acknowledge and agree that any Adjustment Payments shall be made by the Bank acting as agent of all Unfunded Contributors to the Fund. The Contributor hereby accepts that it is a third party beneficiary and takes the benefit of such obligations undertaken by the other Unfunded Contributors to the Fund

VII. Representations

- 20. By signing this Contribution Agreement, the Contributor hereby represents, warrants and undertakes to the Bank that:
 - (a) it has the legal capacity to contract and the performance of the obligations assumed hereunder and the execution and delivery of this Contribution Agreement, the Liquidity Facility and the Guarantee Agreement by the Contributor have been duly authorised by the Contributor and that upon due execution and delivery, the Contribution Agreement, the Liquidity Facility and the Guarantee Agreement will constitute valid, legally binding, irrevocable and enforceable obligations of the Contributor in accordance with their respective terms and will not infringe any laws or regulations affecting the Contributor;

- (b) all authorisations, approvals and consents required for this Contribution Agreement, the Liquidity Facility and the Guarantee Agreement have been obtained and are in full force and effect, no further authorisations, approvals or consents are required in connection with entering into and performing its obligations under this Contribution Agreement, the Liquidity Facility or the Guarantee Agreement and there are no restrictions or limitations on its ability to consummate the transactions contemplated by these agreements and documents;
- (c) the Contributor has obtained, complied with the terms of and has done all that is necessary to maintain in full force and effect all authorisations, approvals, licences, consents and/or budgetary laws required under the laws and regulations of its jurisdiction to enable it lawfully to enter into, to exercise its rights and perform its obligations under this Contribution Agreement, the Liquidity Facility and the Guarantee Agreement and to ensure the legality, validity, enforceability and admissibility in evidence of this Contribution Agreement, the Liquidity Facility and the Guarantee Agreement in its home jurisdiction;
- (d) the Contributor has delivered, registered and furnished such documents, instruments information and undertakings to and obtained a consent as may be reasonably necessary or advisable from time to time to comply with all relevant laws and regulations that are relevant to this Contribution Agreement, the Liquidity Facility and the Guarantee Agreement and hereby authorises the Bank so to deliver, register and furnish such documents, instruments, information and undertakings and obtain such consents (at the expense of the Contributor and upon relevant documentary evidence); and
- (e) payments due from the Contributor under this Contribution Agreement, the Liquidity Facility and the Guarantee Agreement can and will be made gross, free and clear of any withholding or deduction for or on account of tax, charges, duties, fees, expenses or impositions of whatsoever nature.

These representations are made on the date of signature of this Contribution Agreement and shall be deemed to be repeated on each date when there is an utilisation of the Liquidity Facility.

VIII. Additional Provisions

21. Any notice, request or other communication to be given or made under this Contribution Agreement shall be in writing and delivered by mail, fax, e-mail or secure website to the respective party's address specified below or at such other address as such party notifies in writing to the other party from time to time:

For the Bank:	For the Contributor:
Address: European Investment Bank 98-100, Boulevard Konrad Adenauer L-2950 Luxembourg	Address: Ministerstvo financií Slovenskej republiky Štefanovičova 5 P.O. BOX 82 81782 Bratislava Slovakia
Attention: EIB Global Partnerships for Impact Department Co-financing and Partnerships Division	Attention: Ministerstvo financií Slovenskej republiky Sekcia medzinárodných vzťahov Odbor finančných nástrojov a medzinárodných inštitúcií
Email: EU4U-Fund@eib.org	Email: marek.rockar@mfsr.sk martin.spiritza@mfsr.sk eva.horvathova1@mfsr.sk

22. All annexes to this Agreement constitute an integral part of this Contribution Agreement, whose terms taken together shall constitute the entire agreement and understanding between the Contributor and the Bank.

23. This Agreement may be amended only by written amendment between the Bank and the Contributor; provided, however, that the Fund Description may be amended only in accordance with the Platform Rules.
24. In the event of any inconsistency or conflict between the terms of this Contribution Agreement and those of the annexes and/or the Guarantee Agreement, the following order of priority shall apply:
 - (i) the Contribution Agreement;
 - (ii) this Guarantee Agreement;
 - (iii) the Liquidity Facility;
 - (iv) the Fund Description; and
 - (v) the Platform Rules.
25. The Contributor shall co-operate with the Bank to complete such forms and other documentation as may be required by custodians and/or tax authorities to certify the Contributor's beneficial ownership of its pro-rata share in any securities or other assets held for the account of the Fund.
26. Upon termination or expiry of this Contribution Agreement, it is acknowledged and agreed by the Parties that the Bank and/or EIF shall be entitled to retain such amounts as may be required under this Contribution Agreement or the relevant Annexes for payment of any fees owed to them or to satisfy and discharge any accrued or contingent obligations under Operations or operations which remain outstanding as may be further specified in the relevant Annexes.
27. The Contributor is aware of the EIB Group's policy on preventing and deterring prohibited conduct in European Investment Bank Group Activities ("**EIB Group Anti-Fraud Policy**") and agrees to cooperate and promptly inform the Bank of any allegations of prohibited conduct in relation to the Contribution.
28. The Contributor is aware of the EIB Group's Anti-Money Laundering and Combating Financing of Terrorism Framework (the "**EIBG AML-CFT Policy**") as published on the Bank's webpage. The Contributor represents and warrants that (i) in entering into this Contribution Agreement the Contributor acts in its own name and for its own account and (ii) the funds that are to be the source of the Contribution will not be of illicit origins and, in particular, will not be linked to Money Laundering and its predicate offences (such as fraud, corruption, drug trafficking, organised criminal activity etc.) or Terrorist Financing, both as defined in the EIBG AML-CFT Policy. The Contributor agrees to cooperate with the Bank in the Bank's due diligence and continuous monitoring activities pursuant to the EIBG AML-CFT Policy, including but not limited to the completion of questionnaires and other documentation and information requested by the Bank.
29. The Fund shall comply with State aid rules, if applicable. To that effect, the Contributor shall cooperate with the relevant competition authority and the Bank, if necessary.
30. The Contributor acknowledges that it is fully informed and aware that the Bank acts as agent for the Contributor under this Contribution Agreement in relation to matters relating to the performance of obligations of the Contributor under the Guarantee under which the Bank is the beneficiary for the account of the Fund or for its own account, as well as in relation to other matters hereunder. The Contributor hereby waives any rights or defences (if any) which it may have as a result of any conflict of interests (if any) that might arise in this respect.
31. If, at any time, any of the provisions under this Contribution Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Contribution Agreement nor of such provisions under the law of any other jurisdiction shall in any way be affected or impaired thereby.

32. Personal data will be processed in accordance with the provisions of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018.
33. To the extent applicable, the parties hereby agree to waive the application of art. 1326 Luxembourg Civil Code in respect of the Guarantee Agreement and more specifically the requirement for each of the Contributors to add a handwritten statement of the amount for which it is bound (in figures and letters) in the Guarantee Agreement.
34. The Parties shall endeavour to settle amicably any dispute or complaint relating to the interpretation, application or fulfilment of this Contribution Agreement in accordance with the objectives of the Fund as reflected in this Contribution Agreement.

For the purposes of any dispute arising in relation to this Contribution Agreement, the Parties hereby submit to the jurisdiction of the Court of Justice of the European Union.

This Contribution Agreement and any non-contractual obligations arising therefrom is governed by and shall be construed in accordance with the general principles common to the laws of the Member States.

35. To the extent that the Contributor may in any jurisdiction claim for itself or its assets or revenues immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that such immunity (whether or not claimed) may be attributed in any such jurisdiction to the Contributor, its assets or its revenues, the Contributor agrees, to the extent legally possible, not to claim and hereby irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction.

In witness hereof the Parties hereto have executed this Contribution Agreement in four (4) original copies, two (2) for the Bank and two (2) for the Contributor. Upon possession by the Bank of two originals of the fully signed Contribution Agreement, this Contribution Agreement shall become effective as of the date of the last signature.

Signed for and on behalf of
SLOVAK REPUBLIC

Signed for and on behalf of
EUROPEAN INVESTMENT BANK

Mr Ladislav Kamenický

Minister of Finance of the Slovak Republic

Date:

Date:

Date: