

DRAFT no. 1 dated 21 September 2026

Subject to review, comments and approval by EIB management and other internal bodies and further due diligence exercise by EIB.

Without commitment for EIB

EXCHANGE with QES

The Slovak Republic

represented by the **Ministry of Finance of the Slovak Republic** (the "**Borrower**")

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For the attention of: Department of Financial Instruments and International Cooperation

Luxembourg, August 2026

JU/OPS-EU/CE/NM/ mw N° 2026-

Subject: SLOVAKIA RDP 2014-2020 CO-FINANCING

Operation Number (Serapis N°): 2015-0520; Contract Number (FI N°): 85.132

Finance contract between the Borrower and the European Investment Bank (the "**Bank**") dated 22 December 2016 (the "**Finance Contract**") as amended on 17 July 2024

Amendment Letter N° 2

Dear Sirs / Madams,

We refer to the Finance Contract.

1. DEFINITIONS AND INTERPRETATION

1.1. In this amendment letter (the "**Letter**"):

"Effective Date" means the date on which the Bank confirms (including by electronic mail or other electronic means) to the Borrower that the Bank has received in form and substance satisfactory to it:

- (a) this Letter in electronic form duly signed by all Parties with QES;
- (b) evidence that the execution of this Letter by the Borrower has been duly authorised and that the person or persons signing this Letter on behalf of the Borrower is/are duly authorised to do so. Such evidence must be provided by the Borrower together with this duly signed Letter, unless it has been previously delivered to the Bank, or the Borrower confirms in writing that no change has occurred in relation to the authority of the person or persons authorised to sign this Letter on behalf of the Borrower;
- (c) evidence that the execution of this Letter has been duly approved by the resolution of the Government of the Slovak Republic (in Slovak: *uznesenie vlády Slovenskej republiky*); and

- (d) the evidence that the Borrower has duly published this Letter in the Contracts Register within 15 (fifteen) calendar days after the Borrower received this Letter signed by all parties hereto, in line with Section 5a of Act of the Slovak Republic No. 211/2000 Coll., on Free Access to Public Information, as amended, and Section 47a of Act of the Slovak Republic No. 40/1964 Coll., Civil Code, as amended.

For the avoidance of doubt, until the Effective Date neither the Borrower nor the Bank shall have any claims against each other or have any liability whatsoever under or in connection with this Letter. If the Effective Date does not occur within 30 (thirty) calendar days from the date of this Letter, this Letter shall not enter into force, and no further action shall be necessary or required.

"**QES**" means qualified electronic signatures in the meaning of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

"**Parties**" means the parties to this Letter.

- 1.2. Unless the context otherwise requires or unless otherwise defined, terms defined in the Finance Contract and expressions used in the Finance Contract have the same meaning when used in this Letter.
- 1.3. The principles of construction set out in the Finance Contract shall have effect as if set out in this Letter.
- 1.4. Any reference to an "Article" or a "Schedule" or an "Annex", is, unless the context otherwise requires or it is indicated otherwise, a reference to an article or a schedule of this Letter.
- 1.5. Article, Schedule or Annex headings are for ease of reference only.
- 1.6. With the effect from the Effective Date, any reference in the Finance Contract to "this Contract" (or other similar references) shall be read and construed as a reference to the Finance Contract, as amended by this Letter.
- 1.7. The Schedule to this Letter forms an integral part of this Letter.

2. BACKGROUND

- 2.1. We refer to the Borrower's request, whereby the Borrower has informed the Bank that in line with EU regulatory requirements governing the closure of the Slovak 2014-2022 Rural Development Programme, the Borrower is unable to submit a complete and substantiated Project Completion Report (PCR) by the currently applicable contractual deadline of 31/03/2026 and thus, an extension until 31/03/2027 is requested.
- 2.2. In light of the above, the Parties have agreed to amend certain provisions under the Finance Contract, as further described below.

3. AMENDMENTS TO THE FINANCE CONTRACT

With effect from the Effective Date, the Finance Contract shall be amended as set out below:

- 3.1. A new Recital (k) shall be included in the Finance Contract and shall read as follows:

"(k) This operation is financed under a programme mentioned in Article 51 of the Council Regulation (EU) No 833/2014 of 31 July 2014, which provides that it is prohibited to provide direct or indirect support including financing and financial assistance or any other benefit to (i) a legal person, entity or body established in Russia or (ii) a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50% by an entity referred to in (i) of this paragraph, unless permitted pursuant to such Council Regulation."

- 3.2. New definitions shall be included in the section (b) **“Definitions”** of the **“Interpretation and Definitions”** section of the Finance Contract in alphabetical order and shall read as follows:

*“**eIDAS Regulation**” means Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.*

*“**Group Client Portal**” means the Bank’s proprietary online platform, that:*

- (a) the Borrower has successfully registered to access for the purposes of this Contract*
- (b) is used in accordance with the terms of use applicable to the Group Client Portal, as amended from time to time; and*
- (c) provides functionalities relevant to and available for, this Contract, as communicated by the Bank.*

*“**QES**” or “**Qualified Electronic Signature**” means a qualified electronic signature in the meaning of the eIDAS Regulation.”*

- 3.3. Article 12.1A (Form of Notice) of the Finance Contract shall amended replaced with the following:

“12.1 Notices

12.1 A Form of Notice

(a) Any notice or other communication given under this Contract (other than a live pricing call in respect of a Live Pricing Tranche) must be in writing and, unless otherwise stated, may be made by letter, electronic mail or via the Group Client Portal. Where the functionalities of the Group Client Portal are available for communication and the giving of notices under the Contract and any relevant documents, the Parties intend to use the Group Client Portal as the preferred channel of communication.

(b) Notices and other communications for which fixed periods are laid down in this Contract or which themselves fix periods binding on the addressee, may be made by hand delivery, registered letter, by electronic mail or via the Group Client Portal. Such notices and communications shall be deemed to have been received by the other Party:

(i) on the date of delivery in relation to a hand-delivered or registered letter;

(ii) in the case of any electronic mail, only when such electronic mail is actually received in readable form and only if it is addressed in such a manner as the other Party shall specify for this purpose; or

(iii) in relation to the Group Client Portal, only when the notice or communication is made available to the recipient through the Group Client Portal.

(c) Any notice provided by the Borrower to the Bank by electronic mail or via the Group Client Portal shall:

(i) mention the Contract Number in the subject line; and

(ii) be in the form of a non-editable electronic image (pdf, tif or other common non editable file format agreed between the Parties) of the notice signed by an authorised signatory with individual representation right or by two or more authorised signatories with joint representation right of the Borrower as appropriate, attached to the electronic mail.

d) For notices provided by the Borrower to the Bank through the Group Client Portal (A) sub-paragraph (c)(i) above shall be deemed satisfied if the Contract Number is included in the relevant field or document title within the Group Client Portal and (B) sub-paragraph (c)(ii) above shall be deemed satisfied if the duly signed notice is uploaded to the Group Client Portal in the same format and in accordance with the upload procedures of the Group Client Portal. Notices issued by the Borrower pursuant to any provision of this Contract shall, where required by the Bank, be delivered to the Bank together with satisfactory evidence of the authority of the person or persons authorised to sign such notice on behalf of the Borrower and the authenticated specimen signature of such person or persons.

e) Without affecting the validity of notices made in accordance with this Article **Chyba! Nenašiel sa žiaden zdroj odkazov.**, the following notices, communications and documents made by email or via the Group Client Portal, with the exception of notices and documents signed with a Qualified Electronic Signature, shall also be sent by registered letter to the relevant Party at the latest on the immediately following Business Day:

- (i) *Disbursement Request;*
 - (ii) *revocation of a Disbursement Request according to Article 1.02C(b)*
 - (iii) *any notices and communication in respect of the deferment, cancellation and suspension of a disbursement of any Tranche, interest revision or conversion of any Tranche, Market Disruption Event, Prepayment Request, Prepayment Notice, Event of Default, any demand for prepayment; and*
 - (iv) *any other notice, communication or document required by the Bank.*
- f) *The Parties agree that any above communication (including via electronic mail or the Group Client Portal) is an accepted form of communication, shall constitute admissible evidence in court and shall have the same evidential value as an agreement under hand (sous seing privé)."*

3.4. Schedule A.2 (*PROJECT INFORMATION TO BE SENT TO THE BANK AND METHOD OF TRANSMISSION*), Section 4 (*Information on the end of works and first year of operation*) to the Finance Contract shall be amended to read as follows:

"The Borrower shall deliver to the Bank the following information on Project completion and initial operation at the latest by the deadline indicated below.

Document / information	Date of delivery to the Bank
<i>Project Completion Report, including:</i> - <i>A final Technical Description of the project as completed, explaining the reasons for any significant change compared to the Technical Description in Schedule A.1, including any relevant modifications agreed with the European Commission;</i> - <i>The date of completion of each of the project's sub-measures, explaining reasons for any delay(s);</i> - <i>A final list of all sub-projects financed under the Project, including stage of delivery (allocation, payment, completion), broken down by sub-measure and sources of finance;</i> - <i>The final cost of the project, explaining reasons for any possible cost variations vs. initial budgeted cost;</i> - <i>A description of any major issue with impact on the environment or social impacts;</i> - <i>Any significant issue that has occurred and any significant risk that may affect the implementation of the RDP (with focus on EIB-supported measures);</i> - <i>Any legal or audit action concerning the project that may be on-going;</i> - <i>A final update on the Monitoring Indicators listed in section 5 below;</i> - <i>A copy of the ex-post evaluation report produced for DG AGRI, as required by regulations applicable to the RDP/EAFRD.</i>	31 March 2027

4. REPRESENTATIONS AND WARRANTIES

4.1. With reference to the facts and circumstances then existing on:

- (a) the date the Borrower countersigns this Letter; and
- (b) the Effective Date,

the Borrower makes hereunder the representations and warranties that are deemed repeated under and pursuant to Article 6.09 (*General representations and warranties*) of the Finance

Contract as if each reference in those representations and warranties to "this Contract" included a reference to (i) the Finance Contract, as amended by this Letter, and (ii) this Letter.

5. MISCELLANEOUS

- 5.1. Other than in accordance with the provisions of Article 3 (Amendments to the Finance Contract) of this Letter, nothing in this Letter shall affect the rights of the Bank in respect of the occurrence of any Event of Default or breach (however described) or non-compliance in connection with the Finance Contract, including without limitation any Event of Default or breach (however described) or non-compliance in connection with the Finance Contract which has not been disclosed by the Borrower in writing prior to the date of this Letter or which arises on or after the date of this Letter.
- 5.2. The provisions of the Finance Contract shall, save as amended by this Letter, continue in full force and effect. This Letter is not (and shall not be deemed to be) a consent, agreement, amendment or waiver in respect of any terms, provisions or conditions of the Finance Contract except as expressly agreed herein. The Bank reserves any other right or remedy it may have now or subsequently.
- 5.3. This Letter does not entail a novation of, or have a novative effect on, the Finance Contract.
- 5.4. The Bank issues this Letter acting in reliance upon the information supplied to the Bank by the Borrower until the date hereof in relation to such matters being true, complete and accurate. It shall be without prejudice to any rights which the Bank may have at any time in relation to any other circumstance or matter other than as specifically referred to in this Letter or in relation to any such information not being true, complete and accurate, which rights shall remain in full force and effect.
- 5.5. The Borrower shall, at the request of the Bank and at its own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Letter.
- 5.6. The parties to this Letter acknowledge and agree that any breach of this Letter, including (without limitation) any breach of an undertaking contained in this Letter or any representation in this Letter being or becoming incorrect, incomplete or misleading in any material respect, shall constitute an Event of Default under the Finance Contract.
- 5.7. The provisions of Articles 10.04 (Non-waiver), 11.02 (Jurisdiction), 11.04 (Place of performance), 11.06 (Invalidity), 11.07 (Amendments) and 12.01 (Notices) (as amended by this Letter) of the Finance Contract shall be incorporated into this Letter as if set out in full in this Letter and as if references in those clauses to "this Contract" are references to this Letter.

6. GOVERNING LAW

- 6.1. This Letter and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of Luxembourg.

7. EXCHANGE OF DOCUMENTS SIGNED WITH QES

- 7.1. The Parties have caused this Letter to be executed by having their authorised representatives apply their respective Qualified Electronic Signature on their behalf. This Letter shall be deemed received by the other party when it is actually received in readable form by the intended recipient at the following e-mail addresses:

for the Bank: e-mail address: contactline-85132@eib.org with a copy to: ju-eu-ce-secretaries@eib.org

for the Borrower: e-mail address: podatelna@mfsr.sk with a copy to: martin.spiritza@mfsr.sk

EUROPEAN INVESTMENT BANK

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[QES placeholder]

OR

Luigi Armeli
Head of Division

Hanna Stepien
Head of Division

Agreed and accepted for and on behalf of

The Slovak Republic represented by the **Ministry of Finance of the Slovak Republic**
as the Borrower

[QES placeholder]

Date: September 2026

