DATE: 1 JULY 2022

AGREEMENT ON FUTURE AGREEMENTS

Between

Valaliky Industrial Park, s. r. o.
(as the Future Seller)

and

EJL Slovakia s. r. o.
(as the Future Purchaser)

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<u>Schedules:</u>

This Agreement on Future Agreements (the "**Agreement**") is entered into on 1 July 2022 pursuant to Section 289 *et seq.* of Act No. 513/1991 Coll., the Commercial Code, as amended, between:

(1) **Valaliky Industrial Park, s. r. o.,** with its registered office at Mlynské Nivy 44/A, 827 15 Bratislava, ID No. 54 485 053, registered in the Commercial Register maintained by the Bratislava I District Court, Section Sro, Insert No. 159129/B (the "**Future Seller**"); and

(2) **EJL Slovakia s. r. o.,** with its seat at Laurinská 18, Bratislava - mestská časť Staré Mesto 811 01, Id. No. 54 490 383, registered with the Commercial Register kept by the District Court Bratislava I, Section Sro, File No. 159207/B (the "**Future Purchaser**").

BACKGROUND:

(A) The Site comprises of the Public Land and the Private Land, which are currently owned by the Public Entities and private owners respectively.

(B) The Future Seller is a limited liability company fully owned by the Ministry for the purpose of developing the Strategic Park and selling sites within the Strategic Park to investors. The Future Seller wishes to sell the Site to the Future Purchaser after the Future Seller's acquisition of all land comprising the Site.

(C) On the date hereof, Slovakia, the Future Seller and the Future Purchaser entered into the Investment Agreement (the "**Investment Agreement**") regarding the Project that is to be completed by the Future Purchaser on the Site.

(D) Clauses 4.3 and 4.4 of the Investment Agreement provide that Slovakia shall ensure the acquisition of the Public Land and the Private Land by the Future Seller.

(E) Simultaneously the Future Purchaser have entered into three separate agreements regarding the implementation of the strategic park called "Valaliky Strategic Territory" with the City of Kosice, the Municipality of Valaliky and the Kosice Self-Governing Region respectively.

(F) Subject to the conditions and terms set forth herein, the Parties shall execute the Purchase Agreement and the Melioration Plot Purchase Agreement pursuant to which the Future Seller shall sell the Site and transfer the ownership thereto to the Future Purchaser for the purpose of completion of the Project and the Future Purchaser shall purchase the Site for the Purchase Price.

IT IS THEREFORE AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless herein expressly stipulated otherwise, the capitalized terms shall have the meanings set out below:

"**Agreement**"	means this Agreement on Future Agreements.
"**Civil Code**"	means Act No. 40/1964 Coll., the Civil Code, as amended.
"**Commercial Code**"	means Act No. 513/1991 Coll., the Commercial Code, as amended.

“Conditions Precedent”	has the meaning given to it in Clause 2.7.2 hereof.
“Construction Contract”	means the contract(s) to be signed with the Contractor for performance of the Site Remediation Works following the public procurement of such works.
“Contractor”	means the contractor(s) assigned by the Future Seller for the performance of the Site Remediation Works and Company Specific Site Remediation Works, following the public procurement of such works.
“**Costs of the Company Specific Site Remediation Works”**	has the meaning given to it in Clause 2.3.2 hereof.
“**CP Satisfaction Deadline**”	means 20 February 2023.
“CP Satisfaction Deadline for the Melioration Plot”	means 3 June 2023.
“**Draft Purchase Agreement**”	has the meaning given to it in Clause 2.2 hereof.
“**Draft Melioration Plot Purchase Agreement**”	has the meaning given to it in Clause 2.2 hereof.
“**Due Diligence**”	means a customary legal, environmental, technical and/or financial due diligence in respect of the Site carried out by the Future Purchaser or by the Future Purchaser’s advisors.
“**Execution Date**”	means the date on which the last of the Parties executed this Agreement.
“**Future Purchaser Waiver Notice**”	has the meaning given to it in Clause 2.7.5 hereof.
“**Future Purchaser’s Warranties**”	has the meaning given to it in Clause 5 hereof.
“**Future Seller’s Warranties**”	has the meaning given to it in Clause 4 hereof.
“**Investment Agreement**”	has the meaning given to it in Recital (A) hereof.
“**Loss**” or “**Losses**”	means the (i) actual damages, including, but not limited to, any loss of benefits which the Party suffering a loss would

have acquired had the breaching Party complied with its obligations under this Agreement; (ii) interests, penalties, reasonable and justified costs and expenses; and (iii) lost profits, unless otherwise provided in the Investment Agreement.

“**Melioration Plot Purchase Agreement**”	has the meaning given to it in Clause 2.4.1 hereof.
“**Melioration Plot**”	means the part of the plot with parcel reg. C Nr. 1401/1 within the borders of the Site;
“**Notice**”	has the meaning given to it in Clause 2.4.1 hereof.
“**Party**”	means the Future Seller and the Future Purchaser.
“**Purchase Agreement**”	has the meaning given to it in Clause 2.4.1 hereof.
“**Purchase Agreements**”	means the Purchase Agreement and the Melioration Plot Purchase Agreement jointly.
“**Purchase Price**”	means amount of EUR 20,15 (in words: twenty euros and fifteen eurocents) plus applicable VAT per square meter land, representing the price for the land including Site Remediation Works, however for clarity excluding the Company Specific Site Remediation Works; *plus* the Cost for Company Specific Site Remediation Works, if ordered by the Company, as further determined in Clause 2.3.2 hereof.
“**Signing Date**”	has the meaning given to it in Clause 2.5 hereof.
“**Site**”	means the land parcels constituting the Private Land and Public Land depicted on the General Map and listed in Schedule 2 of this Agreement; in case of an inconsistency between the General Map and the land parcels listed in Schedule 2, the General Map shall prevail.

1.2 Terms Not Defined Herein and Interpretation

1.2.1 All capitalized terms used in this Agreement (including in the recitals) have the same meaning in this Agreement as given to them in the Investment Agreement, unless expressly defined otherwise in this Agreement.

1.2.2 The Parties hereby declare that they have got sufficiently acquainted with the Investment Agreement, including specifically the relevant provisions of the Investment Agreement referred to in this Agreement, and agree with references to the Investment Agreement contained in this Agreement.

1.2.3 Unless provided otherwise in this Agreement, the provisions of Clause 2 of Schedule 1 (*Interpretation*) of the Investment Agreement shall apply to this Agreement as if such provisions were included in this Agreement save that any references to the Investment Agreement in such provisions shall be construed as references to this Agreement.

2. SITE AND ITS FUTURE SALE

2.1 Title to Site

2.1.1 In accordance with and within the terms set forth in the Investment Agreement, the Future Seller shall become the exclusive owner of the land plots comprising the total area of the Site.

2.2 Draft Purchase Agreement

2.2.1 The Parties have agreed on the wording of the draft purchase agreement that is attached hereto as Schedule 1 (the "**Draft Purchase Agreement**") and the draft melioration plot purchase agreement that is attached hereto as Schedule 4 (the "**Draft Melioration Plot Purchase Agreement**"), of which the subject matter is the sale of land plots comprising the Site and the transfer of the title from the Future Seller to the Future Purchaser for the Purchase Price.

2.3 Purchase Price

2.3.1 The Parties hereby agree that the Purchase Price shall be paid by, or on behalf of, the Future Purchaser under the terms set forth in the Purchase Agreements.

2.3.2 The costs of the Company Specific Site Remediation Works, if ordered by the Company, will be professionally and diligently estimated (the "**Costs of the Company Specific Site Remediation Works**") before start of the public procurement the Company Specific Site Remediation Works. Following the public procurement, the Parties shall have the right to adjust the Costs of the Company Specific Site Remediation Works upwards or downwards according to actual costs.

2.3.3 In addition to the purchase price for the Site, and if ordered by the Company, the Company shall pay Euro by Euro for (a) Company Specific Railway Design and (b) the extension from the public connection point to the Site for potable water, waste water and gas, if ordered by the Company. For clarity, other than the Company Specific Railway Design, no other work related to the railway tracks and shunting yard to be situated on the Site will be carried out by Slovakia or Valaliky Industrial Park for the Company.

2.4 Execution of the Purchase Agreements

2.4.1 The Parties have agreed that upon satisfaction of the Conditions Precedent or waiver thereof, as applicable, each Party shall be authorized to deliver to the other Party a notice (the "**Notice**") requiring the other Party to enter into the purchase agreement/s substantially in the form of the Draft Purchase Agreement (the "**Purchase Agreement**") and/or the Draft Melioration Plot Purchase Agreement (the "**Melioration Plot Purchase Agreement**"). The Notice shall include an invitation to execute the Purchase Agreement and/or Melioration Plot Purchase Agreement which the other Party has to comply with on the Signing Date and 6 (six) counterparts of the Purchase Agreement and/or Melioration Plot Purchase Agreement bearing notarized signatures of the authorized representatives of the Party giving the Notice shall be attached to the Notice.

2.5 Signing Date

The Parties have agreed that the Purchase Agreement shall be executed on **6 March 2023** (the "**Signing Date**") and that the Melioration Plot Purchase Agreement shall be executed on **15 June 2023**

2.6 Changes to the Wording of the Purchase Agreement

2.6.1 The Parties have agreed that the Purchase Agreement that is to be attached to the Notice may deviate from the wording of the Draft Purchase Agreement to the extent that such change is required on account of:

(a) a change in the generally binding laws;

(b) precise identification of the land plots comprising the Site (such as a change of parcel number, division of land, or a change of the area, etc.); the total area of the Site combined shall remain unaffected by such changes with deviation of +/- 5% of the total area of the Site and the borders of the Site shall comply with the General Map;

(c) changes and clarification of details contained in the documents, the content of which is independent of the will of the Parties (such as bank account numbers);

(d) the specification of the identification details of the Parties;

(e) the deviation or change is foreseen in the Draft Purchase Agreement (by e.g., text in square brackets);

(f) correction of manifest errors in writing and calculation (such as references in definitions);

(g) changes in the subject matter of the Purchase Agreement as a result of the Future Purchaser Waiver Notice;

(h) any other matter contemplated by the Investment Agreement or this Agreement or upon which the Parties mutually agree.

2.7 Conditions Precedent

2.7.1 The Parties' undertaking to enter into the Purchase Agreement is subject to the fulfilment or waiver of the Conditions Precedent in accordance with this Agreement.

2.7.2 Each Party shall be authorized to deliver to the other party the Notice subject to the satisfaction or waiver of all the following conditions (the "**Conditions Precedent**"):

(a) the Future Seller is the sole and unrestricted owner of the land plots comprising the total area of the Site no later than 1 February 2023, except for the Melioration Plot which the Future Seller instead shall become an unrestricted and registered owner to no later than by 15 May 2023, and has a free and unlimited right and authorisation to dispose the same and there are no Encumbrances affecting the Site;

(b) if applicable, the geometrical plan(s) reflecting the borders of the Site is (are) prepared, is (are) approved by the respective authorities as required by law, and generally in a condition to be attached to the Purchase Agreement for the purposes of acquisition of the Site (and the necessary land divisions to reflect the borders of the Site);

(c) no event representing the ground for termination under Clause 13.2 of the Investment Agreement has occurred;

(d) milestones marked as "Conditions Precedent" in Schedule 6 *(Milestones)* of the Investment Agreement are achieved;

(e) the Seller has signed the Construction Contract;

(f) the Seller's Warranties (as defined in the Draft Purchase Agreement), as well as Warranties given by Slovakia in the Investment Agreement, are true, correct and accurate;

(g) the Future Purchaser had ability to perform Due Diligence and the results of the Due Diligence are satisfactory for the Future Purchaser;

(h) no event representing the ground for termination under Clause 13.1 of the Investment Agreement has occurred;

(i) the Future Purchaser's Warranties (as defined in the Draft Purchase Agreement) are true, correct and accurate;

(j) the Future Purchaser provides the Future Seller with a parent guarantee from the Investor for performance of Future Purchaser's payment obligations under the Purchase Agreement in the form set out in Schedule 5 (*Form of Parent Guarantee*).

2.7.3 The Future Seller must satisfy Conditions Precedent under Clauses 2.7.2(a) - 2.7.2(f) by the CP Satisfaction Deadline and the Future Purchaser must satisfy Conditions Precedent under Clauses 2.7.2(g) - 2.7.2(j)the CP Satisfaction Deadline.

2.7.4 The Parties agree that, for the purposes of the conclusion of the Purchase Agreement, any of the Conditions Precedent set forth in Clauses 2.7.2(a) - 2.7.2(f) above may be waived in writing by the Future Purchaser and the Conditions Precedent set forth in Clauses 2.7.2(g) - 2.7.2(i) 2.7.2(j)above may be waived in writing by the Future Seller.

2.7.5 If the Notice is delivered by the Future Purchaser to the Future Seller and the Future Purchaser has notified the Future Seller that it waives any of the Conditions Precedent set forth in Clauses 2.7.2(a) - 2.7.2(f) (such notice of waiver the "**Future Purchaser Waiver Notice**") then (provided, for the avoidance of doubt, that the remaining Conditions Precedent have been satisfied or waived, as applicable):

(a) the Parties shall proceed with the execution of the Purchase Agreement as stated in Clause 3 hereof; and

(b) any and all of the Future Seller's non-performed liabilities under this Agreement shall be deemed transformed to the obligation of the Future Seller to provide any and all reasonable assistance to the Future Purchaser in relation to performance of the Future Seller's non-performed liabilities.

The same shall apply if the Notice is delivered by the Future Seller to the Future Purchaser notifying the waiver of any of the Conditions Precedent (or any of its part) set forth in Clauses 2.7.2(g) - 2.7.2(i) 2.7.2(j).

2.7.6 The Parties hereby agree that in the event that any of the Conditions Precedent is not fulfilled or is not waived by the respective Party in compliance with Clause 2.7.3 and /or Clause 2.7.4 hereof before the CP Satisfaction Deadline, such respective Party shall have no obligation to execute the Purchase Agreement until fulfilment of the Condition Precedent or its waiver and may terminate this Agreement and claim compensation for Losses resulting from the other Party's failure to satisfy the Conditions Precedent(s).

2.8 Acquisition of a Part of the Land Plots Comprising the Site

2.8.1 The Parties hereby agree that the subject matter of this Agreement can be modified by the Future Purchaser upon the Future Purchaser's request, so that the Future Purchaser is entitled to acquire only a part of the land plots comprising the Site specified by the Future Purchaser or acquire the land plots comprising the Site by way of several Purchase Agreements in which various parts of the land plots comprising the Site will be acquired until the subject matter of this Agreement (i.e. acquisition of the land plots comprising the total area of the Site by the Future Purchaser) is fulfilled.

2.8.2 Notwithstanding the above, it is agreed that the Melioration Plot will be acquired by the Purchaser on the basis of a separate purchase agreement, a form of which is set out in in Schedule 6 (*Draft Melioration Plot Purchase Agreement*) not later than by 30 June 2023. For the avoidance of doubt, the provisions set out in this Agreement shall apply *mutatis mutandis* to the sale of the Melioration Plot, unless otherwise agreed. The conditions precedents set out in Clause 2.7.2 shall apply except 2.7.2 (d), (e), (i) and (j) and the CP Satisfaction Deadline for the Melioration Plot shall be 3 June 2023 and signing date of the Melioration Plot Purchase Agreement shall be 15 June 2023.

2.8.3 Should any Purchase Agreement be executed between the Parties under Clause 2.8.1 above, such conclusion of the Purchase Agreement shall not affect the validity of this Agreement and the rights and obligations under this Agreement (including the right of the Parties to deliver the Notice requiring the other Party to enter into the Purchase Agreement for other land plots comprising the Site) shall continue to exist unaffected until the subject matter of this Agreement is fulfilled, unless agreed otherwise between the Parties.

3. FUTURE SELLER'S WARRANTIES

The Future Seller warrants to the Future Purchaser that, the representations and warranties set out in Clause 1 of Schedule 1 to the Draft Purchase Agreement (with the modification that the Agreement therein means this Agreement) (the "**Future Seller's Warranties**") are true, correct and accurate at the Execution Date and at the date of execution of the Purchase Agreement.

4. FUTURE PURCHASER'S WARRANTIES

The Future Purchaser warrants to the Future Seller that, the representations and warranties set out in Clause 5 of the Draft Purchase Agreement (with the modification that the Agreement therein means this Agreement) (the "**Future Purchaser's Warranties**") are true, correct and accurate at the Execution Date and at the date of execution of the Purchase Agreement.

5. COVENANTS

5.1 Covenants of the Future Seller

5.1.1 The Future Seller covenants:

(a) to provide documents, information and cooperation reasonably required for the purpose of the Future Purchaser exercising its Due Diligence without undue delay following the Future Purchaser's request;

(b) to inform the Future Purchaser without undue delay in writing on the satisfaction of the Conditions Precedent set forth in Clauses 2.7.2(a) - 2.7.2(f);

(c) to deliver to the Future Purchaser the transfer documentation evidencing the acquisition of title to the plots comprising the Site by the Future Seller, as well as any geometrical plans evidencing changes to the area of the Site, and that without undue delay upon completion of actions under Clause 2.1.1;

(d) not to take any other actions that would prevent the execution of the Purchase Agreement in accordance with this Agreement; and

(e) to inform the Future Purchaser without delay of: (i) any fact of which it becomes aware that causes any of the Future Seller's Warranties to become untrue or inaccurate; or (ii) any fact of which it becomes aware that causes any of the Conditions Precedent set forth in Clauses 2.7.2(a) - 2.7.2(f) not being fulfilled or likely not to be fulfilled in time.

5.2 Covenants of the Future Purchaser

5.2.1 The Future Purchaser covenants:

(a) to inform the Future Seller without undue delay in writing on the satisfaction of the Conditions Precedent set forth in Clauses 2.7.2(g) - 2.7.2(i) 2.7.2(j);

(b) not to take any actions that would prevent the execution of the Purchase Agreement in accordance with this Agreement; and

(c) to inform the Future Seller without delay of any fact of which it becomes aware that causes any of the Future Purchaser's Warranties to become untrue or inaccurate.

5.3 Cooperation of the Parties

5.3.1 The Parties undertake to provide each other with reasonable support and cooperation that may be necessary and/or reasonably required by each of the Party in order to successfully and duly perform their respective obligations under this Agreement.

5.4 Access to the Site by the Future Purchaser

5.4.1 Following the execution of this Agreement and after the Future Seller has become the registered owner of the land plots constituting the Site and/or it has been granted with a consent to enter the land plots constituting the Site and/or to execute the Site Remediation Works from the current owners, the Future Purchaser (and its personnel and contractors) shall be entitled to access these land plots constituting the Site for the purposes of undertaking the Due Diligence, to inspect, examine and measure (or to have inspected, examined and measured) the Site Remediation Works and to check their progress.

5.4.2 During the Future Purchaser's performance of the Due Diligence, rights under Clause 5.4.1 or anytime when the Future Purchaser accesses the Site in accordance with Clause 4.3.3 and 4.4.4 of the Investment Agreement, while entering any land plot constituting the Site and conducting activities thereon, the Future Purchaser shall proceed in a manner that results in no damage and the least possible interference. The above applies only until the Future Purchaser becomes the owner of the Site.

5.4.3 The Future Seller shall inform the Future Purchaser about the date of the handover of the Site Remediation Works by the Contractor at least 20 (twenty) days in advance. The Future Purchaser shall have a right to participate in the handover of the Site Remediation Works. On the date of the handover of the Site Remediation Works to the Future Seller, the Future Seller and the Future Purchaser shall execute protocol specifying the technical particulars of the Site Remediation Works and their status at the moment of their handover.

5.5 **Warranties for Site Remediation Works**

5.5.1 The Future Seller hereby provides the Future Purchaser with the same warranties regarding the Site Remediation Works as it receives from the Contractor under the Construction Contract. The Future Seller shall ensure that the Construction Contract will contain the market standard warranties given by the Contractor with at least 60 months warranty period and that it shall have the right to transfer the warranties to the Future Purchaser. The warranties will, upon request of the Future Purchaser, be transferred by the Future Seller to the Future Purchaser on a "back to back" basis and free of charge. The Parties agree that any warranty defects arising from the Construction Contract can be claimed towards the Contractor or the Future Seller either by the Future Purchaser directly or by any other third person appointed by the Future Purchaser. In case the warranty defects are not remedied within the deadline reasonably requested by the Future Purchaser and/or to the satisfaction of the Future Purchaser, the Future Purchaser shall be entitled to remedy the warranty defects on the costs of the Future Seller and/or the Contractor.

5.5.2 No changes to the Construction Contract which will affect the performance of the obligations of the Future Seller according to this Agreement shall be made without prior consent by the Future Purchaser.

6. TERM AND TERMINATION

6.1 Term

This Agreement is entered into for an indefinite term and shall survive execution of the Purchase Agreement. If the Purchase Agreement is not concluded on the Signing Date, this Agreement shall cease to exist immediately, unless agreed otherwise by the Parties.

6.2 Termination of Agreement

6.2.1 The Parties shall be entitled to terminate this Agreement only for the reasons expressly stated in this Agreement. Neither Party shall be entitled to rescind, withdraw from, terminate or otherwise unilaterally end this Agreement on its side, except as provided for in this Clause 6.2.

6.2.2 The Future Purchaser may, by a notice to the Future Seller, withdraw (terminate) from this Agreement:

(a) if there is a termination reason under Clause 2.7.6 or in Clause 8.17; or

(b) if the Investment Agreement is terminated.

6.2.3 The Future Seller may, by a notice to the Future Purchaser, withdraw (terminate) from this Agreement:

(a) if there is a termination reason under Clause 2.7.6; or

(b) if the Investment Agreement is terminated.

6.2.4 The Investment Agreement specifies the consequences of withdrawal (termination) from this Agreement.

7. BREACH OF THIS AGREEMENT

7.1 Future Seller's breach

In the event that the Future Seller breaches any of its obligations and/or covenants under this Agreement, the Future Purchaser is entitled to, solely at the Future Purchaser's discretion, claim any and all Loss (unless otherwise provided in the Investment Agreement). For the avoidance of doubt the Future Seller's failure to satisfy the Conditions Precedent under Clauses 2.7.2(a) - 2.7.2(f) shall be regarded as a Future Seller's breach of this Agreement and the Future Purchaser shall be entitled to claim all Losses irrespective of whether the Future Purchaser exercises any other remedy, including its right to terminate this Agreement.

7.2 Future Purchaser's breach

In the event that the Future Purchaser breaches any of its obligations and/or covenants under this Agreement, the Future Seller is entitled to, solely at the Future Seller's discretion, claim any and all Loss (unless otherwise provided in the Investment Agreement). For the avoidance of doubt the Future Purchaser's failure to satisfy the Conditions Precedent under Clauses 2.7.2(g) - 2.7.2(i) 2.7.2(j)shall be regarded as a Future Purchase's breach of this Agreement and the Future Seller shall be entitled to claim all Losses irrespective of whether the Future Seller exercises any other remedy, including its right to terminate this Agreement.

8. GENERAL PROVISIONS

8.1 Confidentiality

The confidentiality undertakings provided in Clause 11 of the Investment Agreement shall apply *mutatis mutandis* to the Parties with respect to this Agreement.

8.2 Expenses and Costs

The Parties shall bear their respective costs and expenses incurred in connection with the negotiation, execution and performance of this Agreement.

8.3 Notices and Other Communications

8.3.1 Any notice or other formal communication given under this Agreement must be in writing, in English (unless otherwise agreed) and may be delivered by hand, registered post, courier using and internationally recognised courier company to the Party to be served at his/its address appearing in this Agreement as follows:

(a) to the Future Seller at:

Valaliky Industrial Park s. r. o. :
Attention: Miloslav Durec, Executive ("Konateľ")
Mlynské nivy 44/a, Bratislava - mestská časť Ružinov 827 15, Slovakia

email: m.durec@valaliky.eu

(b) to the Future Purchaser at:

EJL Slovakia s. r. o.
Attention: Björn Helldén
Laurinská 18, Bratislava - mestská časť Staré Mesto 811 01, Slovakia
email: bjorn.hellden@volvocars.com

with a copy to:
Volvo Car Corporation
Attention: SVP General Counsel
Dept 50090, SE 405 31 Göteborg, Sweden
email: legal@volvocars.com

or to any other name, address provided by any of the Parties to the other Parties under this Clause.

8.3.2 Any notice or other communication shall be deemed to have been given if delivered by hand, registered post, courier using an internationally recognised courier company, at the time of delivery.

8.4 Surviving Clauses

If a Party terminates this Agreement or the Agreement is otherwise terminated, the matters set out in Clause 7 (if the breach occurred prior to termination of this Agreement) shall survive such termination of this Agreement indefinitely.

8.5 No Waiver

The failure of a Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, shall in no way be interpreted as to be a present or future waiver of rights under this Agreement, nor in any way affect the ability of a Party to enforce rights under this Agreement.

8.6 Amendments

This Agreement may only be amended by a written amendment signed by both Parties.

8.7 Exclusion of Application

Without prejudice to any provision of this Agreement, the Parties agree that the application of any provision of Slovak law that is not of a strictly mandatory nature is expressly excluded to the extent that it could alter (fully or partially) the meaning, interpretation or purpose of any provision of this Agreement.

8.8 Assignment and Benefit of the Agreement

8.8.1 This Agreement is entered into for the benefit of the Future Seller and the Future Purchaser.

8.8.2 Upon obtaining Future Seller's prior written consent, which may not be unreasonably withheld, the Future Purchaser may assign any of its rights and obligations under this Agreement, in whole or in part, whether by operation of law or otherwise, to, or cause any of its obligations under this Agreement to be performed by its Affiliate.

8.8.3 Upon obtaining the Future Purchaser's prior written consent, which may not be unreasonably withheld, the Future Seller may assign any of its rights and obligations under this Agreement, in whole or in part, whether by operation of law or otherwise, to, or cause any of its obligations under this Agreement to be performed by its Affiliate.

8.9 Further assurances

The Parties shall, from time to time, as far as they are reasonably able, do or procure all things as may be required to give effect to this Agreement, including, without limitation, the execution of all documents, the arranging for the convening of all meetings, the giving of all necessary waivers and consents and the passing of all resolutions and otherwise exercising all powers and rights available to them.

8.10 Unenforceability

If any provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate the remaining provisions of this Agreement, except where the provisions cannot be severed from the rest of this Agreement due to the nature of the Agreement, its subject or the circumstances in which this Agreement was concluded. The Parties agree to do everything necessary to achieve the same results intended by any such invalid or unenforceable provisions.

8.11 Binding Provisions

All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assignees.

8.12 Governing Law and Statutory Publishing Procedure

8.12.1 The Agreement is governed by and shall be construed in accordance with the laws of the Slovak Republic.

8.12.2 Without undue delay after the Execution Date, the Future Seller shall publish this Agreement in the Central Register of Contracts (*Centrálny register zmlúv*).

8.13 Dispute resolution

8.13.1 The Parties shall aim to immediately settle by discussion and mutual agreement any disputes arising in connection with the fulfilment of commitments under the Agreement or in connection therewith. If the Parties are unable to settle any such dispute within 30 (thirty) days of the origin of that dispute, Clause 8.13.2of the Agreement shall apply.

8.13.2 Notwithstanding Clause 8.13.1of the Agreement, all disputes arising out of or in connection with this Agreement shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC) which rules are deemed to be incorporated by reference into this Clause 8.13. The Emergency Arbitrator Provisions shall not apply. The tribunal shall consist of 3 (three) arbitrators. The claimant(s), irrespective of the number, shall jointly nominate one arbitrator; the respondent(s), irrespective of the number, shall jointly nominate the second arbitrator; and a third arbitrator, who shall serve as chairman, shall be appointed by the Secretary General of the ICC International Court of Arbitration if the 2 (two) arbitrators cannot agree upon a chairman within 30 (thirty) days of the confirmation of the second of the first 2 (two) arbitrators. In the event either the claimant(s) or the respondent(s) shall fail to nominate an arbitrator, then all 3 (three) arbitrators (including the chairman) shall be appointed by the Secretary General. The seat of the arbitration shall be in Vienna, Austria. The language of the arbitration shall be English. Judgment on the award rendered by the tribunal may be entered in any court having jurisdiction thereof. Nothing in this clause shall be construed as preventing either Party from seeking conservatory or similar interim relief in any court of competent jurisdiction. Any provisions of the ICC Rules relating to court-ordered interim measures shall not apply. The Parties agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable. The arbitration agreement shall be governed, construed and interpreted in accordance with the laws of Slovakia.

8.14 Languages and Number of Counterparts

8.14.1 A translation to Slovak language is attached to this Agreement as Schedule 5. In case of any discrepancy between the Slovak and English version of this Agreement, the English version shall prevail.

8.14.2 The Agreement has been executed in 2 (two) counterparts and each of the Parties shall receive 2 (two) counterparts.

8.15 No Double Recovery

None of the Parties to this Agreement and/or none of parties to the Purchase Agreement and/or the Investment Agreement and/or no third party shall be entitled to recover damages or claim indemnity or otherwise obtain reimbursement or restitution more than once in respect of the same loss or matter. In case liquidated damages apply, the Company shall have the right to claim Losses only to the extent the actual loss exceeds the liquidated damages paid or payable to the Company.

8.16 Schedules to Agreement

All schedules to this Agreement form its integral part.

8.17 Compliance with Laws and Code of Conduct

The Future Seller shall comply with all applicable laws, rules and regulations when performing its obligations under the Agreement, including procuring and maintaining any relevant licenses, permits and authorisations required to perform the obligations under the Agreement. Furthermore, the Future Seller shall comply with Volvo Cars' Code of Conduct for Business Partners, https://group.volvocars.com/sustainability. Failure by the Future Seller to comply with this Clause 8.17 shall give the right to the Future Purchaser to terminate the Agreement.

IN WITNESS WHEREOF this Agreement has been signed by the Parties (or their duly authorised representatives) on the date stated at the beginning of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

Signatures

For the Future Seller:

Valaliky Industrial Park, s. r. o.

By: ______________________________

Printed Name: ____________________

Title: ____________________________

For the Future Purchaser:

EJL Slovakia s. r. o.

By: ______________________________	By: ______________________________
Printed Name: ____________________	Printed Name: _____________________
Title: ____________________________	Title: ____________________________