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| CONDITIONS OF SELECTION PROCESS  to determine a winning applicant for the purchase of shares of Wiener Privatbank SE, ISIN: AT0000741301 from the insolvency estate of the debtor Arca Investments, a.s., v reštrukturalizácii |
|  |
| On the basis of the resolution of the Municipal court in Prague dated on 11 May 2021, file no. MSPH 98 INS 723/2021-A-186, a bankruptcy of the debtor Arca Investments, a.s., v reštrukturalizácii, ID: 359 75 041, with registered office at 7/A, 821 09, Bratislava, Slovakia (hereinafter as the “**Debtor**“) has been established and the court has commenced a local insolvency proceedings in accordance with Article 3 par. 2 and 4 of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings and Mr. Ing. Lee Louda, Ph.D., IČ: 693 26 681, with registered seat at Vodičkova 41, 110 00 Prague 1 has been appointed as the Debtor’s insolvency practitioner for the initiated local insolvency proceedings (hereinafter as the “**Insolvency practitioner**”).  On the basis of a resolution of the High court in Prague dated on 13 October 2021, file no. 4 VSPH 816/2021-A-249, the resolution of the Municipal court in Prague dated on 11 May 2021, file no. MSPH 98 INS 723/2021-A-186, was amended so that the main insolvency proceedings have been commenced in accordance with Article 3 par. 1 of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (hereinafter as the “**Insolvency proceeding**”) and that the Insolvency practitioner has been appointed as the Debtor’s insolvency practitioner for the Insolvency proceeding.  By the resolution of the Municipal court in Prague dated on 11 August 2023, file. No. MSPH 98 INS 723/2021-B-852, as amended by the resolution of the Municipal court in Prague dated on 17 August 2023 file. No. MSPH 98 INS 723/2021-B-856, the right of the Debtor to dispose with the insolvency estate was limited and transferred to the Insolvency practitioner.  The Insolvency practitioner has in accordance with the sec. 217 of the Czech Act No. 182/2006 Coll., on Bankruptcy and Methods of its Resolution, as amended (hereinafter as the “**Insolvency Act**”) listed 495 460 pcs. of shares of the company Wiener Privatbank SE into the inventory of the insolvency estate of the Debtor.  The Insolvency practitioner of the Debtor hereby put the above-mentioned shares out to a selection process (hereinafter as “**Selection process**”) to select an applicant to whom the above-mentioned shares will be transferred under the conditions specified in the relevant documents.  This document and all of its annexes constitute the conditions of the Selection process (hereinafter as the “**Conditions**”). |
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# **subject matter of the selection process**

## The subject matter of the Selection process is the sale of the Debtor’s property as described in Article 1.3 of these Conditions.

## Based on the result of the Selection process, a purchase contract will be concluded with the winning participant, as a result of which the ownership right to the shares will be transferred (hereinafter as the “**Share purchase agreement**”).

## The subject matter of the sale and of the Selection process are the shares, that are listed in the inventory of the insolvency estate of the Debtor published in the insolvency register on sheet number B-874 under item “V. Other property”, item No. 8, which specifically concerns 495 460 pcs. of shares in book-entry form with a nominal value of 2.27 EUR issued by the company Wiener Privatbank SE, Parkring 12, 1010 Vienna, Austria, ISIN: AT0000741301 (hereinafter as the „**Shares**“).

## The sale of the Shares as a part of the Selection process is carried out in accordance with sec. 330 and 332 of the Insolvency Act and further with accordance with the resolution of the Municipal court in Prague dated on 11 August 2023, file. No. MSPH 98 INS 723/2021-B-852 as amended by the resolution of the Municipal court in Prague dated on 17 August 2023 file. No. MSPH 98 INS 723/2021-B-856.

## The Selection process is not mediated for the Insolvency practitioner by any person.

# **conditions of participation**

## The Selection process can be entered into by any applicant (hereinafter as “**Participant**”) who is not a consumer and who is interested in acquiring Shares to its property, and who sends an indicative offer to the Insolvency practitioner in accordance with the terms of this Selection process.

## Information regarding the Selection process will be delivered to the Participants by email with attachments, always to the email address provided by the Participant.

# **Due diligence**

## Due to the nature of the Shares, i.e. due to the fact that the Shares are publicly traded, the Participants will not be provided with documentation to perform pre-investment due diligence process.

# **indicative offers – first round of the selection process**

## The period for submission of indicative offers. A Participant who is interested in acquiring the Shares shall submit his non-binding (indicative) offer to the Insolvency practitioner (hereinafter as the “**Indicative offer**”) by **14 March 2024**, time 12:00 CEST (hereinafter as the “**Day** **for submission of Indicative offer**”).

## Content of the Indicative offer. The Indicative offer will be submitted in the form specified in the Annex No. 1, which is attached to these Conditions, and must contain:

1. unambiguous and precise identification of the Participant, including binding contact details (contact person, delivery address, telephone contact and email address);
2. introduction of the Participant, or the group to which he belongs (if the Participant is a member of a business group);
3. the offered purchase price for the Shares while the minimum price shall be EUR 100.000 (since sale of the Shares in Selection process is not a public offer);
4. explanation of the method of financing the transaction (for the payment of the indicated purchase price), including the indication of the origin of the finances needed for its settlement;
5. indication of the necessary regulatory approvals or notifications, which may need to be obtained by the applicant, in order to carry out the transaction, in particular an approval/notification by the Austrian Financial Market Authority (FMA);
6. indication of any necessary merger control notification and approvals, which may need to be obtained by the Participant, in order to carry out the transaction;
7. indication of the necessity of a mandatory takeover bid to the other shareholders of Wiener Privatbank SE in accordance with the provisions of the Austrian Takeover Act by the Participant.
8. In the Indicative offer, the Participant shall honesty declare:
   1. that at the time of signing the Share purchase agreement, financing of the entire amount of the purchase price will be secured, either by his own assets, by external means or by combination thereof;
   2. who is the ultimate beneficial owner of the Participant in accordance with the Czech Act No. 37/2021 Coll., on register of ultimate beneficial owners, as amended, and shall attach originals or verified copies of documents certifying the ultimate beneficial owner of the Participant to the Indicative offer;
   3. that the Participant is acting as principal for his/her/its own account and not as broker or agent for, or in concert with an undisclosed third party; or
   4. whether the Participant is acting in concert with other persons/entities and, if so, which persons/entities are involved and in what form there is an oral or written agreement between them to act jointly.
9. the Indicative offer must be signed; the wording of the Indicative offer or the wording of its attachments cannot be altered (crossed out) and no other intervention that could call into question the wording of the Indicative offer can be made (any overwriting or crossed outs will be considered as not written at all);
10. the original or an officially verified copy of the document certifying the legal capacity of the Participant, if the Participant is a legal entity with its registered office outside of the Czech Republic. Legal capacity can be proven by an extract from a register similar to the Czech Commercial register or by other similar document proving the legal capacity of the Participant.; the extract or other similar document must not be older than one (1) month on the date of delivery of the Indicative offer;
11. two (2) copies of the Conditions of the Selection process duly signed by the Participant must be attached to the Indicative offer (signature at the end of the Conditions); in the wording of the Conditions of the Selection process, the Participant may not make any changes, deletions, cross outs or any other intervention other than that permitted by these Conditions.

## Delivery of the Indicative offer. The Participant shall deliver the Indicative offer to the address of the Insolvency practitioner in one original copy in opaque, closed and intact envelope. The Participant’s name and address will be indicated on the front of the envelope and below this identification the following text will be attached “**NEOTVÍRAT – VÝBĚROVÉ ŘÍZENÍ – Wiener Privatbank – INDIKATIVNÍ NABÍDKA**”. The envelope containing the Indicative offer must be at the place where it is sealed affixed with the Participant’s stamp or signature in such a way that it is protected against any unauthorized handling.

## Shares. The subject matter of the sale on the basis of the Selection process are publicly traded Shares, which represent an ownership interest of approximately 9,9 % in the share capital of Wiener Privatbank SE. As this is a minority ownership interest represented by the Shares of publicly traded company, the Participant acknowledges that the Insolvency practitioner as the seller transfers the Shares without any liability for defective performance and without any guarantees, and further that the Participant expressly in advance waives his rights from defective performance in the Share purchase agreement. The Share purchase agreement shall be governed by the Czech law, in particular by the Czech Act No. 89/2012 Coll., Civil Code, as amended (hereinafter as the “**Civil Code**”).

## Opening of Indicative offers. The Insolvency practitioner will open all delivered Indicative offers immediately after the lapse of the period for submission of Indicative offers, namely on the Day for submission of Indicative offer at 14:00 CEST, and will review whether the content and formal requirements regarding the submission of the Indicative offer set forth in these Conditions have been met. The opening of the Indicative offers will take place at the registered office of the Insolvency practitioner in the presence of the Insolvency practitioner and other persons authorized by the Insolvency practitioner. A written protocol will be drawn up on the opening of Indicative offers, which will contain the identification of the Participant and offered purchase price, and which will then be signed by the Insolvency practitioner.

## Incomplete Indicative offer. If the Indicative offer does not meet the requirements regarding its content and/or form, the Insolvency practitioner may ask the Participant to amend or supplement the Indicative offer; any notice will be made only by email. If the Indicative offer is not amended or supplemented in accordance with the notice within 3 (three) business days from the date of delivery of the call, the Insolvency practitioner reserves the right to exclude the Participant from further participation in the Selection process. The Insolvency practitioner is also entitled to request any additional information from the Participant, in particular information relating to evidence of the Participant’s ability to fulfil its obligations from the Indicative offer and/or Share purchase agreement.

## Rejected Indicative offers. Participants whose Indicative offers were rejected by the Insolvency practitioner will be informed of such a decision without undue delay by email.

# **Binding offers – second round of the Selection process**

## Selected Indicative offers. Participants whose Indicative offers were found best by the Insolvency practitioner at his discretion, or other Participants at the discretion of the Insolvency practitioner whose bid in the Indicative offer was close to these Indicative offers (hereinafter as the “**Selected Participants**”) will be invited by the Insolvency practitioner by 21 March 2024 including by email (hereinafter as the “**Instructions for submitting a Binding offer**”) to submit a binding offer containing a purchase price equal to or higher than the purchase price contained in the Indicative offer (hereinafter as “**Binding offer**”). Binding offers must be delivered to the Insolvency practitioner by **4 April 2024** 12:00 CEST **at the latest** (hereinafter as the “**Day for submission of Binding offers**”).

## The Binding offers must meet the same formal requirements as the Indicative offers and will be submitted in the same way as the Indicative offers, with the condition that they will be marked as Binding offers. However, the conditions set forth in Article 4.2 letter h) to i) of these Conditions do not apply to the Binding offer. The Binding offer will be submitted in the form specified in the Annex No. 2, which is attached to these Conditions.

## Deposit. Prior to submitting the Binding offer, each Selected Participant is required to deposit an amount of EUR 500.000 (hereinafter as the “**Deposit**”) to the bank account of the Insolvency practitioner according to the instructions below, and each Selected participant is also required to send two (2) copies of the Deposit agreement, which is attached to these Conditions as Annex No. 3, duly signed by the Selected Participant; the Participant may not make in the wording of the Deposit agreement any alterations, deletions or other interventions other than those permitted by these Conditions. Non-conclusion of the Deposit Agreement and/or non-payment of the Deposit by the Selected Participant is a reason for exclusion of the Selected Participant from the Selection Process by the Insolvency practitioner.

## Method of payment of the Deposit. In addition to submitting the Binding offer pursuant to Article 5.1, the Selected Participant shall, no later than on the day preceding the Day for submission of Binding offers, pay the Deposit by wire transfer to the Insolvency practitioner’s account no. 2500097995\5800, IBAN CZ3458000000002500097995 (the Participant's ID number or birth number shall be indicated as the variable symbol, in the case of foreign entities, the name of the Participant shall be indicated in the message to the recipient), provided that the Deposit shall be deemed to be paid at the moment of crediting the Insolvency practitioner’s account as indicated above.

## Return of Deposit. If the Selected Participant who has paid the Deposit into the Insolvency practitioner's account will be in accordance with these Conditions:

## - excluded from the Selection process;

## - the Selection process will be cancelled;

## - the Selected Participant’s Binding offer will be rejected or the Selected Participant’s Binding offer will expire without acceptance,

## the Insolvency practitioner shall return the Deposit paid to such Selected Participant within ten (10) business days of the date on which any of the foregoing occurs.

## Opening of Binding offers; Incomplete Binding offer. The provisions on the opening of Indicative offers (Article 4.5 of these Conditions) shall apply mutatis mutandis to the opening of Binding offers, provided that the Insolvency practitioner shall open all Binding offers received immediately after the period for receipt of Binding offers has expired, namely on the Day for submission of the Binding offers at 14:00. The provisions of Article 4.6 of these Conditions shall also apply mutatis mutandis.

## Binding offer. The Participant will be bound by the Binding offer made by him until the Share purchase agreement is concluded, and if the Share purchase agreement is not concluded due to reasons on the part of the Insolvency practitioner, then for a maximum period of 2 (two) months from the date of submission of the binding offer, unless it is previously rejected in accordance with the relevant provisions of these Conditions, or the Selection process is cancelled.

## Rejected Binding offers. Participants whose Binding offers have been rejected by the Insolvency Practitioner shall be informed of such decision without undue delay by email.

## Assessment of Binding offers. Binding offers that comply with all the requirements set out in these Conditions will be evaluated by the Insolvency practitioner. Compliance with any of the conditions under these Conditions may be waived or failure to comply with any of the conditions under these Conditions may be excused by the Insolvency practitioner's decision in cases of special consideration (e.g. in case of receipt of the Binding offer with highest purchase price for Shares including its payment to the insolvency Practitioner). The Insolvency practitioner may also reject all Binding offers, cancel the Selection process at any time, modify the Conditions of the Selection process or call for an increase in the offered purchase price.

## Evaluation of Binding offers. In evaluating and selecting the best Binding offers, the Insolvency practitioner shall proceed on the basis of the following criteria in a consistent manner, namely (a) the amount of the purchase price (exclusive of VAT) to be offered by the Selected Participant for the Shares, (b) the security for the payment of the offered purchase price (inclusive of VAT), (c) the necessary approvals, if any, to be obtained by the Selected Participant prior to the acquisition of the Shares to effect the transaction, and (d) the credibility of the Selected Participant, including the information referred to in Article 9.4. The Insolvency Practitioner reserves the right to call for or negotiate a price increase or adjustment to the parameters of the Binding offers even after the submission of the Binding offers (or after the Day for submission of Binding offers).

## Winner of the Selection process. The Selected participant with the best Binding offer, so selected and marked by the Insolvency practitioner, shall be the winner of the Selection process (hereinafter as the "**SP Winner**"). The SP Winner shall be confirmed as the winner by notification of the Insolvency practitioner by electronic mail no later than 5 days after the Day for submission of Binding offers (hereinafter as the "**Winning offer notification**"). The SP Winner shall be obliged to conclude the Share purchase agreement no later than at 23:00 CEST on the thirtieth (30th) calendar day following the date of receipt of the Winning offer notification by the Insolvency practitioner (hereinafter as the "**Transaction completion date**").

## Share purchase agreement. Upon the selection of the SP Winner, the Insolvency practitioner shall enter into a Share purchase agreement with the SP Winner, the text of which shall be sent to the SP Winner by electronic mail no later than 15 calendar days prior to the Transaction completion date. The conclusion of the Share purchase agreement is subject to the approval of the Debtor's creditors' committee in the Insolvency proceeding. The Share purchase agreement shall be concluded at the registered office of the Insolvency practitioner, the contents of which shall be determined by the Seller and the text of which is attached as Annex No. 4 of these Conditions, and includes, but is not limited to, the following:

### The exclusion of Seller's liability for defective performance and the exclusion of any warranties in connection with the transfer of the Shares;

### The SP Winner expressly waives in advance in the Share purchase agreement its rights in respect to defective performance and rights related thereto, i.e. any defects of the Shares shall be considered to the debit of the purchaser (SP Winner);

### The Share purchase agreement shall be governed by the Czech law, in particular by the Civil Code.

### Additional possible conditions precedent agreed upon in the Share purchase agreement (as proposed by the Insolvency practitioner):

#### in connection with the specification of the necessary approvals, if any, to be obtained by the SP Winner in order for the transaction to proceed, the Share purchase agreement may include conditions for obtaining the relevant approvals (e.g. from the FMA) which are required under mandatory legislation to be obtained prior to the acquisition of the Shares by the SP Winner,

#### the ownership right to the Shares may be transferred on the basis of the Share purchase agreement on the condition precedent that the SP Winner pays to the account of the Insolvency practitioner the entire balance payment of the purchase price; the balance payment shall mean the difference between the highest purchase price offered by the SP Winner and the Deposit paid (hereinafter as the " Balance payment") (note: unless the condition of payment of the Balance payment is determined as a condition precedent in the Share purchase agreement, this condition shall be a condition precedent to the conclusion of the Share purchase agreement itself by the Insolvency practitioner).

## The Insolvency practitioner shall transfer the Shares to the Purchaser no later than ten (10) business days from the date on which the following are cumulatively satisfied (i) the Share purchase agreement between the Insolvency practitioner and the Purchaser is concluded and (ii) the conditions precedent agreed in the Share purchase agreement are satisfied (hereinafter as the “**Effective day”**).

## Balance payment. The SP Winner shall pay the Balance payment no later than three (3) business days prior to the Transaction completion date. In the event that the effectiveness of the Share purchase agreement is subject to (among other things) the condition precedent set out in article 5.12.4 letter (a) of these Conditions, the SP Winner shall be obliged to pay the Balance payment in accordance with the Share purchase agreement within ten (10) business days from the date of satisfaction of the condition precedent set out in article 5.12.4 letter (a) of these Conditions.

## Contractual penalty. If the SP Winner (i) fails to enter into a Share purchase agreement with the Insolvency practitioner or (ii) fails to pay the Balance payment in due and timely manner, then (a) the Insolvency practitioner shall be entitled to exclude the SP Winner from the Selection process and (b) the SP Winner shall be obliged to pay to the Insolvency practitioner a contractual penalty in an amount equal to the amount of the Deposit within 3 days of the moment of default for the breach of its said contractual obligation (to enter into the Share purchase agreement or to pay the Balance payment). The Insolvency Practitioner shall in this case be entitled to transfer the Shares or enter into another Share purchase agreement with other Selected Participant ranked next, such Participant shall then be deemed to be the SP Winner.

## Payment of the contractual penalty. In the event described in the preceding articles, the contractual penalty shall be settled by set off against the Deposit deposited by the Selected Participant to the account of the Insolvency practitioner. The claim of the Insolvency practitioner for payment of the contractual penalty shall be automatically set off against the Selected Participant's claim for repayment of the Deposit on the expiry of the 1st day after the Selected Participant's default in entering into the Share purchase agreement or paying the Balance payment, to which the Selected Participant irrevocably agrees. The Selected Participant shall not be entitled to assign any claim it has or will have against the Insolvency practitioner the Debtor without the prior written consent of the Insolvency practitioner.

## Validity of the Binding offer. The Binding offer made by the Selected Participant shall constitute a binding proposal for the conclusion of the Share purchase agreement, which the Insolvency practitioner shall be entitled to accept within the period of 2 (two) months from the Day for submission of Binding offers; during such period, the proposal for the conclusion of the Share purchase agreement pursuant to the Binding offer shall be binding and irrevocable by the SP Winner. After the expiry of the binding period of the Binding offer for the conclusion of the Share purchase agreement or after the Effective day of the Share purchase agreement concluded with the SP Winner, whichever is earlier, the Deposit (if paid to the account of the Insolvency practitioner and if not set off against any contractual penalty) shall be returned to each of the Selected Participants (excluding the SP Winner).

# **exclusion from the selection process**

## Exclusion from the Selection process. The Insolvency Practitioner shall be entitled to exclude from the Selection process any Participant who, during the course of the Selection process, submits either a misleading or factually incorrect statement, data or other information in any document delivered to the Insolvency practitioner, who ceases to comply with the conditions of participation or who otherwise breaches these Conditions or the legal requirements for the acquisition of Shares.

# **cancellation of the selection process and amendment of the conditions**

## Cancellation of the Selection process or amendment of the Conditions. The Insolvency practitioner reserves the right to amend or supplement the Conditions or to postpone or cancel the Selection process at any time and at its sole discretion. In addition, the Insolvency practitioner reserves the right to reject any of the Indicative offers or Binding offers submitted and not to enter into the Share purchase agreement (or any Share purchase agreement) with any Participant. In this connection, the Participant may not claim any damages, expenses or any other loss which it may incur in the event of cancellation of the Selection process or failure to enter into the Share purchase agreement with the SP Winner. Each Participant waives any and all claims it may have against the Insolvency practitioner in connection with these Conditions or the Selection process, except for the return of the deposit paid in accordance with the Conditions.

## Notice of Conditions. Any amendments or additions to the Conditions by the Insolvency practitioner shall be notified to each Participant (who shall for the time being remain a Participant in the Selection process) by email.

## Costs. Participants shall bear the full cost of their participation in the Selection process, even if they are excluded, the Conditions are amended, their Indicative offers or Binding offers are rejected or the Selection process is cancelled by the Insolvency practitioner.

# **notifications**

## Announcement of the Selection process. The Selection process was announced by publication on the websites www.isir.justice.cz, www.burzaspravcu.cz, www.evi.gv.at or others. The information about ongoing Selection process will be also shared with selected parties or with professional advisors directly.

## Notifications. Participant shall specify in the application form for the Selection process the contact person, contact details, namely telephone number, electronic mail address and postal address to which notices, calls or other documents (hereinafter as "**Notices**") will be sent by the Insolvency practitioner. The date on which the relevant Notices was send to the electronic mail address of the Participant or other interested person in connection with the Selection process shall be considered the date of delivery of such Notice to such Participant or interested person. In the event that a Notice is sent by registered post, such Notice shall be deemed to have been delivered on the fifth day after the date of posting as shown on the submission slip confirmed by the relevant post office or, where applicable, on the date on which delivery is confirmed by the addressee and, in the case of personal delivery or delivery by courier, the Notice shall be deemed to have been delivered on the date shown on the acknowledgement of receipt of such Notice by the relevant Participant or other interested person.

## Contact address of the Insolvency practitioner. All communications to the Insolvency practitioner shall be delivered to the address set out below:

Ing. Lee Louda, Ph.D.

Insolvency practitioner of Arca Investments, a.s. v reštrukturalizácii

Adress: Vodičkova 41, 110 00 Prague 1

E-mail: [lee.louda@louda-is.cz](mailto:lee.louda@louda-is.cz)

Copies: [jaroslav.pavlicek@cz.ey.com](mailto:jaroslav.pavlicek@cz.ey.com) a [rada@drvlegal.cz](mailto:rada@drvlegal.cz)

# **Language of the selection process, form of the documents and aml**

## Language. The Conditions are written in English. The Selection process will be conducted in English or Czech according to the decision of the Insolvency practitioner. Applications and other documents submitted by a Participant or any other interested person in accordance with these Conditions shall be drawn up in English or Czech. If any documents are in a language other than English or Czech, a certified translation into English or Czech may be required. All documents that require official verification of signature, certified copy or original must meet the requirements set out in Czech law to be considered as documents with verified signature, certified copies or originals (e.g. apostille or superlegalization for foreign documents).

## Form. Indicative offer or Binding offer and other documents signed as part of the Selection process must be signed by persons authorized to act on behalf of the Participant in the Selection process. If the authorization of persons to act on behalf of the Participant does not result from the commercial register kept in the Czech Republic or, in the case of foreign legal entities, from the submitted extract from a similar register such as the commercial register in the Czech Republic, the Participant is obliged to prove this authorization with another document which must be submitted in original or in an officially certified copy. The Participant may be represented in the Selection process by a representative on the basis of a power of attorney, in which case, however, he is obliged to hand over a special written power of attorney for representation in the entire Selection process with an officially verified signature of the principal.

## Confidentiality. Any information or document relating to the Debtor or the Shares provided to a Participant shall be deemed to be confidential, regardless of the form of such information or document or the manner in which it is provided (hereinafter as "**Confidential Information**"). Confidential Information shall not include information and/or documents that have become public knowledge or publicly available other than through a breach of this Agreement. The Participant covenants and warrants that it will not disclose to any third party or use, other than for the purpose of any subsequent negotiations relating to the purchase of Shares as defined in the Conditions by the Participant, any Confidential Information except (i) where the prior consent of the Insolvency practitioner has been given, (ii) where required by law or by order of a court or governmental authority of competent jurisdiction. The Participant shall ensure that any of its executives, employees, agents, attorneys or advisors to whom Confidential Information is disclosed in connection with their activities in any subsequent negotiations relating to the purchase of Shares as defined in the Conditions by the Participant or otherwise shall be under a similar obligation to maintain the confidentiality of the information provided.

## AML. The Participant undertakes to provide the Insolvency practitioner with all assistance requested by the Insolvency practitioner and all documents requested by the Insolvency practitioner to the extent and in a form satisfactory to the Insolvency practitioner in connection with the performance of its obligations under Czech Act No. 253/2008 Coll, on Certain Measures against the Legalization of the Proceeds of Crime and Terrorist Financing, as amended, in particular information to carry out identification and verification, including (i) information to establish and verify the identity of the ultimate beneficial owner of the Participant and the process for establishing such identity and (ii) establishing and verifying information on the source of the funds intended for the payment of the Deposit and/or the Balance payment for the Shares.

# **governing law**

## Governing Law. The Conditions and all legal relations arising from the Selection process shall be governed by the laws of the Czech Republic, in particular Act No. 182/2006 Coll., on Bankruptcy and Methods of its Resolution, as amended (Insolvency Act), and the Civil Code, with the express exclusion of the application of the rules of conflict of laws and the United Nations Convention on the International Sale of Goods - "CISG".

## Exclusion of application. The Selection process is not a public offer for a contract within the meaning of Article 1780 et seq. of the Civil Code, nor is it a commercial public tender within the meaning of Article 1772 et seq. of the Civil Code. Nor does the Selection process has the character of a public tender under Czech Act No 137/2006 Coll., on public procurement, as amended.

# **termination of the selection process**

## Unless the Selection process is cancelled by the Insolvency practitioner during the course of the Selection process, the Selection process shall be terminated on the Effective day with the SP Winner.

# **List of annexes**

Annex 1 – sample of Indicative offer

Annex 2 – sample of Binding offer

Annex 3 – sample of Deposit agreement

Annex 4 – sample of Share purchase agreement

In Prague on \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Ing. Lee Louda, Ph.D.**

Insolvency practitioner of Arca Investments, a.s., v reštrukturalizácii

Participant of the Selection process: [*to be filled by the Participant*]

with registered office at / with seat of residence at: [*to be filled by the Participant*]

ID number / birth number: [*to be filled by the Participant*]

by his/her signature confirms that he/she is familiar with the above-mentioned Conditions of the Selection process, accepts these Conditions and undertakes to abide by them unconditionally.

[Business name / full name of the Participant *- to be filled by the Participant*]

In \_\_\_\_\_\_\_\_\_\_ on\_\_\_\_\_\_\_\_\_\_\_\_2024

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [*to be filled by the Participant*] Name: [*to be filled by the Participant*]

Position: [*to be filled by the Participant*] Position: [*to be filled by the Participant*]

Officially verified signature required Officially verified signature required