

**GENERAL BUSINESS TERMS AND CONDITIONS OF PATRIOT GROUP, s.r.o.,
in Out-of-court Recovery of Claims
valid from 15 June 2025**

**Article I
Basic Terms**

1. Mandatory (Agent) shall, for the purposes of these Business Terms and Conditions, mean the company PATRIOT GROUP, s.r.o., with its registered office at Kpt. Jaroša 29, 911 01 Trenčín, Comp. ID: 45 407 657 registered in the Commercial Register of the District Court Trenčín, Section Sro, Insert No. 22660/R.

2. Mandant (Principal) shall mean a natural person, a natural person-entrepreneur or a legal entity who has expressed an interest in concluding an electronic Mandate Contract and with whom the Agent has concluded the Mandate Contract in accordance with these Business Terms and Conditions.

3. Claim, for the purposes of the Business Terms and Conditions, shall mean any amount due arising from the commercial or civil law relationship of the Principal with third parties, which the Principal entrusts to the Agent for administration and recovery under this Contract, including its accessories.

4. Documents shall, for the purposes of the Business Terms and Conditions, mean any and all invoices, orders, contracts, delivery notes and other documents relating to a Claim which constitute the legal title of the Claim or otherwise prove the legal relevance of the Claim, documents which have been concluded or used in written or electronic communication between the Principal and the debtor, any and all information about the debtor's entity relating to the Claim being recovered, as well as any and all documents which the Agent requests from the Principal during the performance of the Mandate Contract.

5. Contract shall, within the meaning of the Business Terms and Conditions, mean an order for out-of-court Recovery of Claims sent electronically via the www.patriotgroup.eu portal in accordance with Article 3 of these Business Terms and Conditions, the approval of the content of the Business Terms and Conditions by the Principal and the subsequent acceptance of the order by the Agent.

6. Recovery of Claim shall, within the meaning of the Contract and the Business Terms and Conditions, mean any satisfaction of the Principal's Claim leading to the extinction of the Claim, in particular, but not only in the form of financial payment of the Claim, or part thereof, satisfaction of the Claim through the transfer of things, rights, or other values to the

Principal, from the debtor or another person who will satisfy his debt on behalf of the debtor (e.g. assignment of the Claim, or other rights, barter transactions, performance of services, etc.), the transfer of the Claim of the Principal as a creditor in the form of its sale, set-off, or in another form, when the Principal assigns this Claim to a third party and thus obtains its value, or part of its value, and other ways of satisfying the Claim.

Article II Subject-Matter of Contract

1. The Agent undertakes to carry out for the Principal, in his name and on his behalf, the following activities:

- (a) activities aimed at the out-of-court Recovery of the Principal's Claims (i.e. in particular, but not limited to, making personal visits, sending demands for payment, concluding debt settlement agreements, agreements on the novation of liabilities, drawing up and concluding repayment schedules, establishing security institutes, concluding arbitration clauses, taking over cash, mediating the filing of lawsuits, motions, criminal complaints and other necessary acts in relation to the courts, other public authorities and law enforcement authorities, performing detailed background checks on entities, searching for publicly available information and other legal and factual acts related to the administration and Recovery of Claims)
- (b) arranging other business matters according to the current requirements of the Principal specified in a special mandate

2. When concluding the Contract, the Principal is obliged to submit and confirm to the Agent a list of Claims and companies to which the activity is linked. During the validity and effectiveness of this Contract, the Principal is entitled to hand over further Claims to the Agent for recovery in person or via e-mail, whereby the Agent shall immediately include the Claims so handed over in the list of Claims for recovery.

3. The Agent shall carry out the activities for the Principal referred to in point 1 of this Article of the Contract exclusively in person, but the Agent shall be entitled to entrust the Recovery of Claims to the law firm Advokátska kancelária KONCOVÁ & PARTNERS, s.r.o., with its registered office: Kpt. Jaroša 29, 911 01 Trenčín, Comp. ID: 47 256 907, license No. 6373, i.e. to use the services of third parties to whom the Principal or the Agent may directly give a power of attorney for the performance of the subject-matter of the Mandate Contract, the so-called substitution power of attorney on the basis of a written agreement.

4. The Principal shall immediately grant the Agent for the performance of the subject-matter of this Mandate Contract a written power of attorney, which shall be signed by a person authorised to act on behalf of the Principal.

5. The Agent is entitled to assign the Principal's Claim for judicial enforcement only after the prior written consent of the Principal.

Article III Conclusion of Contract

1. The Contract can be concluded electronically via the www.patriotgroup.eu portal or in writing.

2. The Contract shall be deemed to have been concluded by the signature of both Parties or by the Agent confirming the electronic order placed by the Principal on the www.patriotgroup.eu portal by sending an electronic confirmation of the conclusion of the Mandate Contract. The Principal shall send an order to the Agent on the electronic portal, on the basis of which the Agent shall prepare a form with the identification data of the Parties and send this form, together with the General Business Terms and Conditions, to the Principal, electronically via the e-mail provided by the Principal. By agreeing to the form and these Business Terms and Conditions, the Principal expresses his will to conclude the Mandate Contract with the contractual terms and conditions specified in these Business Terms and Conditions. On the basis of the agreement of the contractual terms and conditions, the Agent shall send the Principal electronically a confirmation of the conclusion of the Mandate Contract and the General Business Terms and Conditions. The Mandate Contract between the Parties is hereby concluded and the Parties are bound by the contractual terms and conditions set forth in these Business Terms and Conditions.

Article IV Remuneration

1. The activities that are the subject-matter of the Contract shall be performed by the Agent for the Principal for remuneration. The remuneration for activities has two components, an in particular a main component and a supplementary component.

2. The main component of the remuneration for the performance of the Agent's activities under the Contract will be determined as a percentage of the recovered amount of the Claim being recovered and will be agreed separately for each Principal and its arrangement will be the subject-matter of electronic communication when concluding the Contract. After the conclusion of the Contract, the Principal receives a confirmation from the Agent of the amount of the main component of the remuneration. The additional component of the

remuneration will be in the amount of eighty percent of the recovered amount of the contractual penalty agreed with the debtor through the activity or in direct connection with the Agent's activity in the Recovery of the individual Principal's Claim. The remuneration includes all reasonable costs incurred by the Agent, which are directly related to the arrangement of the agreed activity, unless otherwise agreed on a case-by-case basis. In the event of termination of the Mandate Contract in the part of Recovery of Claim, or all Claims, the Agent is entitled to the agreed remuneration for the next 6 months after the valid and effective termination of the Contract.

3. The remuneration of the Agent shall be due from each recovered amount from the Claim being recovered, or contractual penalty related to the Principal's Claim from the date of signing the Contract, by payment to the Principal's bank account by the debtor, to the Agent's bank account or paid by the debtor in cash to the Principal or the Agent. Recovery of Claim or a contractual penalty related to a Claim means any satisfaction of the Principal's Claim (with the consequence of its extinction in accounting) in particular, but not only, in the form of:

- financial payment of the Claim, or part thereof
- satisfaction of the Claim through the transfer of things, rights, or other values to the Principal from the debtor or another person who will satisfy his debt on behalf of the debtor (e.g. assignment of the Claim or other rights, barter transactions, performance of services, etc.)
- set-off of Claims
- transfer of the Claim of the Principal as a creditor in the form of its sale, or in another form, where the Principal assigns this Claim to a third party and thus obtains its value or part of its value.

4. The Principal shall pay the agreed remuneration to the Agent on the basis of a statement of remuneration submitted by the Agent to the Principal. The remuneration is payable to the Agent's bank account or in cash on the basis of an invoice that will be payable within 14 days of its issuance. Value added tax will be added to the remuneration in accordance with the applicable tax legislation. The Agent is also entitled to offset the main component of the remuneration against the Principal's Claim resulting from the Agent's obligation to forward to the Principal the recovered funds from individual Claims to his bank account, in order to eliminate the costs of the Principal as well as the Agent. The Agent is entitled to offset the additional component of the remuneration against the Principal's Claim resulting from the Agent's obligation to forward to the Principal the recovered funds from individual Claims to his bank account. The Agent will send the invoices to the Principal electronically to the e-mail address provided by the Principal when placing the electronic order as a contact e-mail, or another e-mail that the Principal communicates to the Agent for this purpose. The Agent shall be entitled to remuneration if the amount due from the Claim being recovered is credited to the Principal's bank account or deposited in cash into the Principal's cash register, or if another fact referred to in point 3 of this Article occurs.

5. In the event of a breach of the Principal's obligation to pay the remuneration to the Agent properly and on time, the Agent shall be entitled to a contractual penalty of zero point two per cent per day of the amount due from the day following its due date until payment.

Article V **Agent's Rights and Obligations**

1. The Agent is obliged to proceed with professional care in the settlement of the matters according to the instructions of the Principal and to protect the interests of the Principal.

2. The Agent shall notify the Principal without undue delay of any circumstances which he or she has discovered in the course of arranging the matter and which may have an impact on the change of the Principal's instructions.

3. The Agent undertakes to hand over to the Principal without undue delay any and all things, funds to a bank account or in cash, as well as documents obtained for him in the course of dealing with matters.

4. The Agent undertakes to provide the Principal, at his request, with information on the status of performance of the subject-matter of the Contract.

5. The Agent may deviate from the instructions of the Principal only if this is urgently necessary in the interest of the Principal and the Agent cannot obtain his consent in good time.

6. The Agent is entitled to assert the Claims of the Principal by means of judicial, arbitration, enforcement or other proceedings only after a prior written or electronic instruction sent by the Principal, and the content of such instruction is binding on the Agent.

Article VI **Principal's Rights and Obligations**

1. The Principal is obliged to hand over to the Agent the Documents necessary for the performance of the Agent's activities, on the basis of the individual requirements of the Principal.

2. The Principal is obliged to provide the Agent with any and all necessary assistance so that the Agent can carry out the matters in a timely manner.

3. The Principal undertakes not to entrust another entity with the activities under the Contract and these Business Terms and Conditions in relation to in relation to the Claims assigned to the Agent for administration and recovery.

4. The Principal is obliged to notify the Agent of any change in the content of the handed over Claim, or in the person of the creditor and any payment or satisfaction of the Claim, or contractual penalty related to the Claim, within 5 days from the date on which this fact occurred. The Agent is entitled to request the Principal in writing or electronically to notify the current amount of the Claim, as well as the dates and amounts of any partial payments, or the total payment of the Claim. In the event that the Principal does not respond to the Agent's request within 10 days from the date of submission of the request, it is considered that the Principal's Claim has been paid in full.

5. The Principal shall be obliged to communicate actively with the Agent, to give him instructions on the further procedure in the recovery, to submit any Documents relating to the handed over Claim at the request of the Agent or legal representative, to respond without delay to written or electronic requests of the Agent or legal representative, to inform the Agent without delay of any payment of the Claim submitted for recovery, to submit up-to-date and truthful information regarding the Claim, to grant, on the basis of a request, powers of attorney to him, or to the legal representative, after agreeing to the advance payment for legal representation, to pay this advance within the time limit specified by the legal representative, and to provide further necessary cooperation in a timely manner, so as not to jeopardize further Recovery of Claim. The Principal is obliged to inform the Agent that he intends to conclude with the debtor any legal act related to the Claim handed over and to consult this act with the Agent in advance, before concluding such an act, in order to prevent the possible thwarting of the Recovery of Claim.

6. The Principal shall be liable for damage incurred by the Agent or third parties in connection with the breach of the Principal's obligations under point 5 of this Article of the Terms and Conditions, in particular by providing incorrect and false information and documents relating to the Claim handed over and being recovered.

7. The Principal shall pay all costs incurred in connection with the judicial recovery and enforcement of the Claim (costs of legal representation, court fees, costs of court proceedings, costs of enforcement proceedings, etc.) after their previous demonstrable actual occurrence. The costs in question will be claimed from the Principal directly by the law firm Advokátska kancelária KONCOVÁ & PARTNERS, s.r.o., with its registered office at Kpt. Jaroša 29, 911 01 Trenčín, Comp. ID: 47 256 907, licence No. 6373, while the law firm will submit to the Principal a quantification of the costs of legal services or other costs of court or enforcement proceedings. The costs of legal representation will be calculated in accordance with Section 9 et seq. of Decree No. 655/2004 Coll., on Attorneys' Fees and Compensation for the Provision

of Legal Services (the Tariff Fee), with which the Principal agrees and by concluding the Mandate Contract confirms his consent to the remuneration for legal services thus agreed. These costs will also be claimed and recovered from the debtor in court or enforcement proceedings. In the event that the costs are recovered from the debtor before they are claimed from the Principal, these costs of legal representation remain with the law firm and the law firm does not further claim them from the Principal.

9. In the event of a breach of the Principal's obligations laid down in this Article of the General Business Terms and Conditions, the Principal shall be obliged to pay the Agent a contractual penalty of ten per cent of the Principal amount of each individual Claim handed over. At the same time, the Agent is entitled to withdraw from the Mandate Contract and the Principal is obliged to pay the Agent all out-of-pocket expenses incurred by the Agent as a result of the activity arising from this Contract, based on the calculation of costs and the issued invoice.

10. In the event of early termination of this Contract (i.e. before all means of out-of-court and judicial recovery have been applied) for reasons on the part of the Principal, the Principal shall be obliged to pay the Agent all out-of-pocket expenses incurred by the Agent as a result of the activity arising from this Contract, based on the calculation of costs and the issued invoice.

Article VII **Termination of Contract**

1. The Contract may be terminated:

- a) mutual agreement of the Parties
- b) by the notice of termination,
- c) by withdrawal from the Contract within the meaning of point 9 of Article VI of the General Business Terms and Conditions and in the event of a breach of the Principal's obligation to pay the agreed remuneration to the Agent properly and on time

2. The Principal or the Agent may terminate the Contract for any reason (or without stating reasons) by written notice, with a notice period of 3 months, which begins on the 1st day of the month following the delivery of the notice to the other Party. The Parties have agreed that the notice of termination must be delivered to the other Party by post.

3. From the effective date of the termination, the Agent shall not continue with the activity to which the termination relates. However, he is obliged to warn the Principal of the measures necessary to prevent the occurrence of damage imminent to the Principal by the failure to complete the activity. For an activity duly performed before the termination takes effect, the

entitlement to reimbursement of costs pursuant to Article VI point 7 of these Business Terms and Conditions is retained.

4. Withdrawal from the Contract by the Agent shall take effect on the date of delivery of the withdrawal to the Principal. In the event of non-acceptance of the consignment by the Principal, the withdrawal from the Contract is effective on the day of the return of the uncollected consignment to the Agent. By withdrawal from the Contract the right to damages, contractual penalties or other claims that by their nature should be effective even after the termination of the validity and effectiveness of the Contract (e.g. the right to remuneration for the Recovery of Claim) shall not cease to exist.

Article VIII **Final Provisions**

1. The Principal and the Agent have agreed that in addition to those disputes in which Act No. 244/2002 Coll., on Arbitration (hereinafter referred to as the Arbitration Act) expressly excludes the resolution of mutual disputes that have arisen or will arise between them in connection with the Mandate Contract or these Business Terms and Conditions or other relationships from the past or arising in the future, including the claim for the compensation of damage against the company's statutory representatives under the Commercial Code in arbitration proceedings under the provisions of the Arbitration Act and the substantive law of the Slovak Republic before the arbitrator JUDr. Milan Vojtek, with his registered office at Jilemnického 30, 036 01 Martin, Slovak Republic, or before another arbitrator or arbitration court in the territory of a Member State of the European Union designated by JUDr. Milan Vojtek, with his registered office at Jilemnického 30, 036 01 Martin, in accordance with the procedure regulated in Section 8 (1) of the Arbitration Act (agreed method of appointing an arbitrator). The proceedings will be written in accordance with the Slovak law, according to the Rules of Procedure of the Arbitration Court ARBITRATION (in the case of decision by an arbitration court) or the Rules of Procedure (in the case of decisions by an arbiter) published on the www.arbitraz.sk website and in commercial-law disputes according to the principles of fairness (Section 31 (4) of the Arbitration Act). In cases governed by Section 22a of the Arbitration Act, the submission of the application is not served on the opposing party. The Parties shall submit to the decision of this Court, and its decision shall be binding on the Parties and the Parties to this agreement.

2. The Principal and the Agent undertake to comply with the legal provisions of the regulations on the protection of personal data, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (Regulation on the Protection of Personal Data, hereinafter

referred to as the "GDPR") and Act No. 18/2018 Coll., on the protection of personal data and on the amendments to certain other acts (hereinafter referred to as the "Act"). By concluding the Contract, the Parties grant consent to the processing of their personal data exclusively for purposes related to the performance of the Contract to the extent specified in these Business Terms and Conditions. The consent of the Parties to the processing of personal data is granted for the duration of the Contract. This consent may be withdrawn by delivering a written notice of withdrawal of consent to the processing of personal data to the other Party. This consent is given by the authorized person freely, seriously and unconditionally to the extent of all personal data.

3. The Agent shall not be liable for any damage caused as a result of the submission by the Principal of inaccurate or incomplete Documents.

4. Amendments to the Contract and/or the Business Terms and Conditions must be made in writing or electronically by mutual agreement of the Parties.

5. Relations not regulated by the Contract and these Business Terms and Conditions are governed by the provisions of the Commercial Code and other legal regulations of the Slovak Republic.

6. These Business Terms and Conditions enter into force and effect on 15 June 2025.

