DTB

Divjak, Topić, Bahtijarević & Krka odvjetničko društvo d.o.o.
Ivana Lučića 2A/18, 10000 Zagreb, Hrvatska
T +385 1 5391 600 info@dtb.hr www.dtb.hr

Zagreb, 28. listopada 2026.
Naš broj: 2787 – MKK/JMA/JBa

FINANCIJSKA AGENCIJA
RC SPLIT
1
02 -11- 2026
PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE
KLASA 034-011/26-10/18
UR. BROJ 118-08-5012-26-1440

Na posl.broj: St-431/2026

FINANCIJSKA AGENCIJA

Mažuranićevo šetalište 24b
21 000 Split

Vjerovnik: **Clifford Chance, Janicka, Krużewski, Stosio i Wspólnicy sp.k.**, sa sjedištem u Varšavi, Poljska, Lwowska 19, OIB: 95923571557 koje zastupa Josipa Banožić, odvjetnica u Divjak, Topić, Bahtijarević & Krka OD d.o.o., Zagreb, Ivana Lučića 2A/18

PODNESAK VJEROVNIKA

uz prijavu tražbine u predstečajnom postupku

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1. Clifford Chance, Janicka, Krużewski, Stosio i Wspólnicy sp.k., sa sjedištem u Varšavi, Poljska, Lwowska 19, OIB: 95923571557 („**Vjerovnik**"), ovim putem obavještava Financijsku agenciju, nadležan Trgovački sud u Splitu i povjerenika da će ga u predmetnom predstečajnom postupku zastupati Josipa Banožić, odvjetnica u Divjak, Topić, Bahtijarević & Krka OD d.o.o., Zagreb, Ivana Lučića 2A/18, a po potrebi i ostali odvjetnici iz navedenog odvjetničkog društva.

   Dokaz: – *punomoć za zastupanje Vjerovnika od 26. listopada 2026.*

2. Rješenjem Trgovačkog suda u Splitu posl.br. St-431/2026 od 29. rujna 2026. („**Rješenje**") otvoren je predstečajni postupak nad dužnikom STUDENAC d.o.o., Omiš, Četvrt Ribnjak 17, OIB: 02023029348 („**Dužnik**").

   Vjerovnik prijavljuje svoju tražbinu prema Dužniku u ukupnom iznosu od **12.452,79 EUR** (slovima: dvanaest tisuća četiristo pedeset dva eura i sedamdeset devet centi), od kojeg iznos 12.346,41 EUR predstavlja glavnicu, a 106,38 EUR predstavlja kamate obračunane do otvaranja predstečajnog postupka. Glavnica predmetne tražbine u cijelosti je dospjela 26. kolovoza 2026.

   Radi prijave navedene tražbine Vjerovnik Financijskoj agenciji dostavlja propisani obrazac.

   Dokaz: - *potpisani Obrazac 3 za prijavu tražbine u predstečajnom postupku od 28. listopada 2026.*

3. Dospjela tražbina Vjerovnika temelji se na pruženim pravnim uslugama u vezi s refinanciranjem Dužnika. Sukladno Ugovoru o pružanju pravnih usluga iz kolovoza 2025., sklopljenom između Vjerovnika, Dužnika

Upisan u Registar Trgovačkog suda u Zagrebu - MBS: 080544609
OIB: 58186870694 - Temeljni kapital EUR 47.630,00
Direktori: Damir Topić, Emir Bahtijarević
Žiro-račun: Erste&Steiermärkische Bank d.d. HR9224020061100614692

i Bank Polska Kasa Opieki S.A., Dužnik je preuzeo obvezu plaćanja naknada, troškova i izdataka, uključujući PDV, izravno Vjerovniku.

Dokaz: *- Ugovoru o pružanju pravnih usluga iz kolovoza 2025.*

4. Za pružene pravne usluge Vjerovnik je izdao račun br. 516026001762 od 12. kolovoza 2026., s dospijećem 26. kolovoza 2026., na ukupan iznos od 12.346,41 EUR. Račun je izdan na Bank Polska Kasa Opieki S.A., uz naznaku Dužnika kao obveznika plaćanja. Nepodmireni iznos po navedenom računu iznosi 12.346,41 EUR te se u tom iznosu prijavljuje dospjela glavnica.

   Dokaz: *– račun br. 516026001762 od 12. kolovoza 2026. (KSeF), s ovjerenim prijevodom na hrvatski jezik,*
   – referentna kopija računa br. 516026001762 od 12. kolovoza 2026., s ovjerenim prijevodom na hrvatski jezik,

5. Vjerovnik ovime, u skladu sa Stečajnim zakonom i Rješenjem, prijavljuje tražbinu opisanu u ovom podnesku te Financijskoj agenciji dostavlja propisani obrazac kojim tu tražbinu prijavljuje u predstečajnom postupku, zajedno sa svim prilozima.

Clifford Chance, Janicka, Krużewski, Stosio i Wspólnicy sp.k.
koje zastupa:

Odvjetničko društvo DIVJAK, TOPIĆ, BAHTIJAREVIĆ & KRKA d.o.o.
Ivana Lučića 2A/18, Zagreb

Odvjetnica
JOSIPA BANOŽIĆ

Josipa Banožić
Josipa Banožić, odvjetnica

Prilozi:

- *propisani obrazac prijave tražbine*
- *punomoć za zastupanje u predstečajnom postupku*
- *račun br. 516026001762 od 12. kolovoza 2026. (KSeF), s ovjerenim prijevodom na hrvatski jezik*
- *referentna kopija računa br. 516026001762 od 12. kolovoza 2026., s ovjerenim prijevodom na hrvatski jezik*
- *Ugovoru o pružanju pravnih usluga iz kolovoza 2025.*

Upisan u Registar Trgovačkog suda u Zagrebu - MBS: 080544609
OIB: 58186870694 - Temeljni kapital EUR 47.630,00
Direktori: Damir Topić, Emir Bahtijarević
Žiro-račun: Erste&Steiermärkische Bank d.d. HR9224020061100614692

DTB

PUNOMOĆ

POWER OF ATTORNEY

Mi, niže potpisani:

We, the undersigned:

Clifford Chance, Janicka, Krużewski, Stosio i Wspólnicy sp.k.
(ime/tvrtka / (company) name)

Lwowska 19, Varšava, Poljska
(adresa sjedišta/prebivališta / registered address)

opunomoćujemo

empower

DIVJAK, TOPIĆ, BAHTIJAREVIĆ & KRKA OD d.o.o.
(tvrtka / company name)

Zagreb, Ivana Lučića 2A/18
(adresa sjedišta / registered address)

58186870694
(OIB / PIN)

te sljedeće odvjetnike:

and the following attorneys-at-law:

Marina Kovač Krka, Jure Marović

a u slučaju njihove spriječenosti, sljedeće odvjetnike:

who may be substituted by the following attorneys-at-law:

Emir Bahtijarević, Damir Topić, Mario Krka, Ema Menđušić Škugor, Dominik Glavina, Olena Manuilenko, Dina Salapić, Andrej Žmikić, Sanja Kumar, Barbara Šimić Rod, Anella Buković, Marijana Soldo Kubat, Josipa Banožić

Sandra Budimir (Odvjetnica u suradnji / Attorney in cooperation)

Ivo Mikulić (Odvjetnik u suradnji / Attorney in cooperation)

ili odvjetničke vježbenike:

or trainees:

Valeria Kirac, Ljubomir Frane Peroš, Iva Pejić, Karla Brnadić, Niko Anzulović Mirošević, Nika Pavičić

da nas zastupaju

to represent us:

u predstečajnom postupku

in a pre-bankruptcy proceedings

koji se vodi pred: Trgovačkim sudom u Splitu

conducted before: Commercial Court in Split

pod poslovnim brojem: St-431/2026

under the docket number: St-431/2026

protiv: STUDENAC d.o.o., sa sjedištem u Omišu, Četvrt Ribnjak 17, upisan u sudski registar Trgovačkog suda u Splitu pod matičnim brojem subjekta: 081168181, OIB: 02023029348

against: STUDENAC d.o.o., with its seat in Omiš, Četvrt Ribnjak 17, registered with the court register of the Commercial Court in Split under registration number: 081168181, PIN: 02023029348

radi: Prijave tražbine Opunomoćitelja u predstečajnom postupku te daljnjeg zastupanja Opunomoćitelja u navedenom postupku, uključujući i glasovanje o planu restrukturiranja.

for: Filing of the Principal's claim in the pre-bankruptcy procedure and further representation of the Principal in the respective procedure, including voting on the restructuring plan.

DTB

Ovlašćujemo ih da nas zastupaju u svim našim pravnim poslovima u sudu i izvan suda kao i kod svih državnih organa te da radi zaštite i ostvarenja naših prava i na zakonu osnovanih interesa poduzimaju sve pravne radnje i upotrijebe sva u zakonu predviđena sredstva, a naročito da podnose tužbe, prijedloge i ostale podneske, sklapaju nagodbe te da za nas primaju novac i novčane vrijednosti i da o tome izdaju potvrde.

We empower them to represent us in all our legal matters before or out of court, as well as any other competent authorities, and to take any actions and remedies provided by law in order to protect and exercise our lawful rights and interests, including, without limitation, to file lawsuits, motions and other briefs, to enter into settlements on our behalf and receive money and other monetary instruments and issue receipts on our behalf.

Ova je punomoć sastavljena na hrvatskom i engleskom jeziku, pri čemu prevladava hrvatska inačica.

This Power of Attorney is made in the Croatian and English languages, whereof the Croatian version shall prevail.

Za slučaj spora u vezi mandata po ovoj punomoći pristajemo na nadležnost suda u Zagrebu.

Any disputes arising out of or in connection with this Power of Attorney shall be resolved before the competent court in Zagreb.

Mjesto/ Place:	Warszawa
Datum/ Date:	26 listopada/ October 2026
Ime i prezime (tiskanim slovima)/ Printed Name:	Irena Floras-Goode
Funkcija/ Title:	Partner
Potpis/ Signature:	Irena Floras-Goode
Pečat društva/ Corporate Seal:	

Clifford Chance,
Janicka, Krużewski, Stosio
I wspólnicy spółka komandytowa
ul. Lwowska 19
00-660 Warszawa
NIP: 526 - 25 - 79 - 191

FINANCIJSKA AGENCIJA

OIB: 85821130368

Split, Mažuranićevo šetalište 24b

(adresa nadležne jedinice)

Nadležni trgovački sud **Trgovački sud u Splitu**

Poslovni broj spisa **St-431/2026**

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv
Clifford Chance, Janicka, Krużewski, Stosio i Wspólnicy sp.k.

OIB **95923571557**

Adresa / sjedište
Lwowska 19, Varšava, Poljska

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv
STUDENAC d.o.o.

OIB **02023029348**

Adresa / sjedište
Omiš, Četvrt Ribnjak 17

PODACI O TRAŽBINI:

Pravna osnova tražbine (npr. ugovor, odluka suda ili drugog tijela, ako je u tijeku sudski postupak oznaku spisa i naznaku suda kod kojeg se postupak vodi)
Ugovor o pružanju pravnih usluga

Iznos dospjele tražbine **12.452,79** (EUR)

Glavnica **12.346,41** (EUR)

Kamate **106,38** (EUR)

Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka
/ (EUR)

Dokaz o postojanju tražbine (npr. račun, izvadak iz poslovnih knjiga)
račun br. 516026001762, referentna kopija računa br. 516026001762

Vjerovnik raspolaže ovršnom ispravom DA ☐ NE ☒ za iznos / (EUR)

Naziv ovršne isprave

/

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

/

/

Dio imovine na koji se odnosi razlučno pravo

/

/

Iznos tražbine / (EUR)

Razlučni vjerovnik odriče se prava na odvojeno namirenje

ODRIČEM ☐ NE ODRIČEM ☐

Razlučni vjerovnik pristaje da se odgodi namirenje iz predmeta na koji se odnosi njegovo razlučno pravo radi provedbe plana restrukturiranja PRISTAJEM ☐ NE PRISTAJEM ☐

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava

/

Dio imovine na koji se odnosi izlučno pravo

/

Izlučni vjerovnik pristaje da se izdvoji predmet na koji se odnosi njegovo izlučno pravo radi provedbe plana restrukturiranja PRISTAJEM ☐ NE PRISTAJEM ☐

Mjesto i datum

Zagreb, 28. listopada 2026.

Potpis vjerovnika

Josipa Banožić

DIVJAK, TOPIĆ BAHTIJAREVIĆ & KRKA
odvjetničko društvo d.o.o.
Ivana Lučića 2A/18, Zagreb

Odvjetnica
JOSIPA BANOŽIĆ

Clifford Chance

5262579191-20260812
-72EA64000002-7F

Faktura podstawowa

Numer faktury 516026001762

Data wystawienia	12.08.2026
Data przesłania do KSeF (UTC)	12.08.2026 14:20:35
Data nadania numeru KSeF (UTC)	12.08.2026 14:20:36

Waluta faktury	Euro
Forma płatności	Przelew
Data dokonania lub zakończenia dostawy towarów lub wykonania usługi	13/07/2026

PODMIOTY

Opis	Numer VAT	Nazwa	Adres	Kraj
Sprzedawca	5262579191	Clifford Chance, Janicka, Krużewski, Stosio i wsp. sp.k.	Norway House ul. Lwowska 19 Warsaw 00-660	POLSKA
Telefon		+48 22 627 1177		
Nabywca	5260006841	Bank Polska Kasa Opieki S.A.	ul. Żubra 1 Warszawa 01-066	POLSKA
Dokonujący płatności	Brak ID	Studenac d o.o., Četvrt Ribnjak 17, 21310 Omiš		

INNE DANE FAKTURY

Kod Formularza	FA
Wariant Formularza	3
Data Wytworzenia faktury	12.08.2026 00:00:00

DODATKOWY OPIS

AAI	File Reference: 229172/60-41080359
AAI	For the attention of: Jakub Mikołajewski
PLN VAT	Clifford Chance, Janicka, Krużewski, Stosio i wspólnicy sp.k.IBAN PL75188000090000001100168008.SWIFT CODE DEUTPLPX
UTID	516026001762-565d15f6-9b9b-4ccb-8e3e-c2c97994e852

RACHUNEK BANKOWY

Numer rachunku	Nazwa banku	Rachunek własny banku	Opis rachunku
PL53188000090000001100168016 DEUTPLPX	Deutsche Bank Polska S.A.	Rachunek banku lub rachunek spółdzielczej kasy oszczędnościowo-kredytowej wykorzystywany przez ten bank lub tę kasę do pobrania należności od nabywcy towarów lub usługobiorcy za dostawę towarów lub świadczenie usług, potwierdzone fakturą, i przekazania jej w całości albo części dostawcy towarów lub usługodawcy.	Clifford Chance, Janicka, Krużewski, Stosio i wspólnicy sp.k.

TERMINY PŁATNOŚCI

Data	Ilość	Jednostka	Zdarzenie początkowe
26.08.2026			

WIERSZE

Lp.	Nazwa towaru lub usługi	Ilość	Jedn.	Cena jedn. netto	Stawka podatku	Wartość sprzedaży netto
1	Provision of Legal Services	1,00	pcs	11.189,41	23%	11.189,41
		Kwota podatku	2.239,00			
	Oznaczenie dotyczące dostawy towarów i świadczenia usług	GTU_12				
	Kod produktu/usług	PL5260006841				
	Fee	Fee				
2	Discount on fees as agreed	1,00	pcs	-1.454,62	23%	-1.454,62
		Kwota podatku	0,00			
	Oznaczenie dotyczące dostawy towarów i świadczenia usług	GTU_12				
	Kod produktu/usług	PL5260006841				
	Discount	Discount				
3	Disbursements and Expenses	1,00	pcs	302,94	23%	302,94
		Kwota podatku	69,68			

VAT 12.08.2026 14:25 Numer dokumentu: 516026001762

Kod produktu/usług	PL5260006841
Disbursement	Disbursement

PODSUMOWANIE STAWEK PODATKU

Stawka podatku	Stawka podstawowa	**Kwota netto**	10.037,73	**Kwota podatku PLN**	10.034,67	**Kwota podatku**	2.308,68

PODSUMOWANIE

Kwota należności ogółem	12.346,41
Kwota należności do zapłaty	12.346,41

Ovaj prijevod sastoji se od 2 stranice / 3 lista
Broj ovjere: 319/2026
Datum: 27. listopada 2026.
Br.: OV-1771/2026
Datum: 28. listopada 2025.

Ovjereni prijevod s poljskog i engleskog jezika

Clifford Chance

/QR kod/

Broj računa: Osnovni račun 516026001762

5262579191-20260812-72EA64000002-7F

Datum izdavanja	12.08.2026.
Datum slanja u [1]KSeF (UTC)	12.08.2026. 14:20:35
Datum dodjele [1]KSeF broja (UTC)	12.08.2026. 14:20:36
Valuta računa	Euro
Način plaćanja	Bankovni prijenos
Datum izvršenja ili završetka isporuke robe ili pružanja usluga	13.07.2026.

SUBJEKTI

Opis	PDV broj	Naziv	Adresa	Država
Prodavatelj	5262579191	Clifford Chance, Janicka, Krużewski, Stosio i wsp. sp.k.	Norway House ul. Lwowska 19 Varšava 00-660	POLJSKA
Telefon		+48 22 627 1177		
Kupac	5260006841	Bank Polska Kasa Opieki S.A.	ul. Żubra 1 Warszawa 01-066	POLJSKA
Platitelj	Nema identifikacijskog broja	Studenac d.o.o., Četvrt Ribnjak 17, 21310 Omiš		

OSTALI PODACI O RAČUNU

Oznaka obrasca	FA
Verzija obrasca	3
Datum izrade računa	12. 8. 2026. 00:00:00

DODATNI OPIS

AAI	Oznaka: 229172/60-41080359
AAI	Na pažnju: Jakub Mikołajewski
PLN PDV	Clifford Chance, Janicka, Krużewski, Stosio i wspólnicy sp.k. IBAN PL75188000090000001100168008. SWIFT CODE DEUTPLPX
UTID	516026001762-565d15f6-9b9b-4ccb-8e3e-c2c97994e852

BANKOVNI RAČUN

Broj računa	Naziv banke	Vlastiti račun banke	Opis računa
PL53188000090000001100168016 DEUTPLPX	Deutsche Bank Polska S.A.	Račun banke ili račun štedno-kreditne zadruge kojim se ta banka ili zadruga koristi za naplatu potraživanja od kupca robe ili primatelja usluga za isporuku robe ili pružanje usluga potvrđenih računom te za prijenos naplaćenog iznosa, u cijelosti ili djelomično, isporučitelju robe ili pružatelju usluga.	Clifford Chance, Janicka, Krużewski, Stosio i wspólnicy sp.k.

ROKOVI PLAĆANJA

Datum	Količina	Jedinica	Početni događaj
26.08.2026.			

STAVKE

R.br.	Naziv robe ili usluge	Količina	Jedinica	Jedinična neto cijena	Stopa poreza	Neto vrijednost
1.	Pružanje pravnih usluga	1,00	kom	11.189,41	23%	11.189,41
		Iznos poreza	2.239,00			
Oznaka koja se odnosi na isporuku robe i pružanje usluga	GTU_12					
Kod proizvoda/usluge	PL5260006841					
Naknada	Naknada					
2.	Popust na naknade prema dogovoru	1,00	kom	-1.454,62	23%	-1.454,62
		Iznos poreza	0,00			

Oznaka koja se odnosi na isporuku robe i pružanje usluga	GTU_12					
Kod proizvoda/usluge	PL5260006841					
Popust	Popust					
3.	**Izdaci i troškovi**	**1,00**	**kom**	**302,94**	**23%**	**302,94**
		Iznos poreza	69,68			

PDV 12.08.2026 14:25 Broj dokumenta: 516026001762

Kod proizvoda/usluge PL5260006841
Izdatak Izdatak

PREGLED POREZNIH STOPA

Porezna stopa	Osnovna stopa	**Neto iznos**	10.037,73	**Iznos poreza u PLN**	10.034,67	**Iznos poreza**	2.308,68

SAŽETAK

Ukupan iznos potraživanja	12.346,41
Ukupan iznos za plaćanje	12.346,41

[1]KSeF = Numer identyfikacji podatkowej - Nacionalni sustav elektroničkih računa [nap. prev.]

[Eventualne napomene prevoditelja napisane su u uglastim zagradama, kosim kurzivom]

Broj 319/2026

Ja, mag. ADRIJANA JURILJ iz Valpova, Vij. Republike Hrvatske 5, stalni sudski tumač za poljski jezik, imenovana rješenjem Ministarstva pravosuđa i uprave, KLASA: UP/I-710-02/23-01/673, URBROJ: 514-03-03-03/02-24-09 od 25. siječnja 2024. godine, potvrđujem da gornji prijevod u potpunosti odgovara dokumentu sastavljenom na poljskom jeziku, koji se nalazi u privitku.

U Valpovu, 27.10.2026.

Sudski tumač:

STALNI SUDSKI TUMAČ ZA POLJSKI JEZIK
TŁUMACZ PRZYSIĘGŁY JĘZYKA POLSKIEGO
ADRIJANA JURILJ
mag. iuris

Ja, Ana Brezovac, stalni sudski tumač za engleski i njemački jezik, imenovana rješenjem ministra nadležnog za poslove pravosuđa u Republici Hrvatskoj, KLASA: UP/I-710-02/23-01/606, URBROJ: 514-03-03-03/02-23-09 od 9. siječnja 2024., potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.
Br.: OV-1771/2026
Zagreb, 28. 10. 2026.

Ana Brezovac

STALNI SUDSKI TUMAČ ZA ENGLESKI I NJEMAČKI JEZIK
CERTIFIED COURT INTERPRETER FOR THE ENGLISH AND GERMAN LANGUAGES
STAMOVNA GERICHTSDOLMETSCHERIN FÜR DIE DEUTSCHE UND ENGLISCHE SPRACHE
Ana Brezovac, prof.
Ulica Ivana Rendića 27
ZAGREB

Clifford Chance

5262579191-20260812
-72EA64000002-7F

Faktura podstawowa

Numer faktury 516026001762

Data wystawienia	12.08.2026
Data przesłania do KSeF (UTC)	12.08.2026 14:20:35
Data nadania numeru KSeF (UTC)	12.08.2026 14:20:36

Waluta faktury	Euro
Forma płatności	Przelew
Data dokonania lub zakończenia dostawy towarów lub wykonania usługi	13/07/2026

PODMIOTY

Opis	Numer VAT	Nazwa	Adres	Kraj
Sprzedawca	5262579191	Clifford Chance, Janicka, Krużewski, Stosio i wsp. sp.k.	Norway House ul. Lwowska 19 Warsaw 00-660	POLSKA
Telefon		+48 22 627 1177		
Nabywca	5260006841	Bank Polska Kasa Opieki S.A.	ul. Żubra 1 Warszawa 01-066	POLSKA
Dokonujący płatności	Brak ID	Studenac d o.o., Četvrt Ribnjak 17, 21310 Omiš		

INNE DANE FAKTURY

Kod Formularza	FA
Wariant Formularza	3
Data Wytworzenia faktury	12.08.2026 00:00:00

DODATKOWY OPIS

AAI	File Reference: 229172/60-41080359
AAI	For the attention of: Jakub Mikołajewski
PLN VAT	Clifford Chance, Janicka, Krużewski, Stosio i wspólnicy sp.k.IBAN PL75188000090000001100168008.SWIFT CODE DEUTPLPX
UTID	516026001762-565d15f6-9b9b-4ccb-8e3e-c2c97994e852

RACHUNEK BANKOWY

Numer rachunku	Nazwa banku	Rachunek własny banku	Opis rachunku
PL53188000090000001100168016 DEUTPLPX	Deutsche Bank Polska S.A.	Rachunek banku lub rachunek spółdzielczej kasy oszczędnościowo-kredytowej wykorzystywany przez ten bank lub tę kasę do pobrania należności od nabywcy towarów lub usługobiorcy za dostawę towarów lub świadczenie usług, potwierdzone fakturą, i przekazania jej w całości albo części dostawcy towarów lub usługodawcy.	Clifford Chance, Janicka, Krużewski, Stosio i wspólnicy sp.k.

TERMINY PŁATNOŚCI

Data	Ilość	Jednostka	Zdarzenie początkowe
26.08.2026			

WIERSZE

Lp.	Nazwa towaru lub usługi	Ilość	Jedn.	Cena jedn. netto	Stawka podatku	Wartość sprzedaży netto
1	Provision of Legal Services	1,00	pcs	11.189,41	23%	11.189,41
		Kwota podatku	2.239,00			
	Oznaczenie dotyczące dostawy towarów i świadczenia usług	GTU_12				
	Kod produktu/usług	PL5260006841				
	Fee	Fee				
2	Discount on fees as agreed	1,00	pcs	-1.454,62	23%	-1.454,62
		Kwota podatku	0,00			
	Oznaczenie dotyczące dostawy towarów i świadczenia usług	GTU_12				
	Kod produktu/usług	PL5260006841				
	Discount	Discount				
3	Disbursements and Expenses	1,00	pcs	302,94	23%	302,94
		Kwota podatku	69,68			

VAT 12.08.2026 14:25 Numer dokumentu: 516026001762

Kod produktu/usług	PL5260006841
Disbursement	Disbursement

PODSUMOWANIE STAWEK PODATKU

Stawka podatku	Stawka podstawowa	**Kwota netto**	10.037,73	**Kwota podatku PLN**	10.034,67	**Kwota podatku**	2.308,68

PODSUMOWANIE

Kwota należności ogółem	12.346,41
Kwota należności do zapłaty	12.346,41


STALNI SUDSKI TUMAČ ZA ENGLESKI I NJEMAČKI JEZIK
Ana Brezovšak, prof.
ZAGREB
STALNI SUDSKI TUMAČ PRZYSIĘGŁY JĘZYKA POLSKIEGO
ADRIJANA
JORTLJ,
mag. nutricionizma
VARAŽDIN

Clifford Chance

Clifford Chance,
Janicka, Krużewski, Stosio
i wspólnicy spółka komandytowa
Norway House, ul. Lwowska 19
00-660 Warsaw, Poland

Tel: +48 22 627 1177 | Fax: +48 22 627 1466
www.cliffordchance.com

INVOICE NO : 516026001762
DATE : 12 Aug 2026
FILE REF : 229172/60-41080359

Bank Polska Kasa Opieki S.A.
ul. Żubra 1
Warszawa
01-066
Poland
For the attention of : Jakub Mikołajewski

THIS IS NOT A TAX INVOICE

Please note: This document is a copy provided for reference only. The official tax invoice containing the KSEF number and QR code has been issued separately and should be used for tax reporting purposes.

NIP / EU VAT No: PL 526 257 91 91

Payable By : Studenac d o.o., Četvrt Ribnjak 17, 21310 Omiš

Clifford Chance Partner: Irena Floras-Goode

Client VAT No : PL5260006841

Refinancing of Studenac
Date of Sales : 13 Jul 2026

		Charges EUR	Rate VAT	Amount VAT EUR
Professional Fees				
Provision of Legal Services		11 189,41		
Discount on fees as agreed		-1 454,62		
Total Professional Fees		9 734,79	23.00%	2 239,00
Disbursements and Expenses		302,94	23.00%	69,68
Net Total		10 037,73		2 308,68
VAT at 23.00%		2 308,68		
Amount Due	**EUR**	**12 346,41**		

Equivalent of VAT amount PLN 10,034.68

This invoice is payable by 26 Aug 2026.

Direct remittance may be made to the following account:

DEUTSCHE BANK POLSKA S.A AL. ARMII LUDOWEJ 26 00-609 WARSZAWA Clifford Chance, Janicka, Krużewski, Stosio i wspólnicy sp.k. for PLN currency IBAN PL75188000090000001100168008 SWIFT CODE DEUTPLPX for EUR currency IBAN PL53188000090000001100168016 SWIFT CODE DEUTPLPX

Clifford Chance

Clifford Chance,
Janicka, Krużewski, Stosio
i wspólnicy spółka komandytowa
Norway House, ul. Lwowska 19
00-660 Warsaw, Poland

Tel: +48 22 627 1177 | Fax: +48 22 627 1466
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INVOICE NO : 516026001762
DATE : 12 Aug 2026
FILE REF : 229172/60-41080359

Please quote reference: 516026001762/229172/60-41080359

Details of the bank account to which payment should be made are included on this invoice. Please cross-check these against the details you hold in your Accounts Payable system. Clifford Chance will not routinely change bank account details. If you receive any instruction to pay funds into a bank account which differs from the account details you hold in your Accounts Payable system, please contact the Partner responsible for this matter via the Clifford Chance switchboard before taking any action and before making any payment, even if the instructions appear to be genuine and to have come from Clifford Chance.

Ovaj prijevod sastoji se od
2 stranice / 6 listova
Broj ov.: 195/10-26
Datum: 27. listopada 2026.

OVJERENI PRIJEVOD S ENGLESKOG JEZIKA

Račun br. 516026001762 društva Clifford Chance





Clifford Chance

Clifford Chance
Janicka, Krużewski, Stosio
i wspólnicy spółka komandytowa

Norway House, ul. Lwowska 19
00-660 Varšava, Poljska

Tel.: +48 22 627 1177 | Faks: +48 22 627 1466
www.cliffordchance.com

RAČUN BR.: 516026001762
DATUM: 12. kolovoza 2026.
REF. DATOTEKE: 229172/60-41080359

Bank Polska Kasa Opieki S.A.
ul. Żubra 1
Varšava
01-066
Poljska
n/p: Jakub Mikołajewski

OVO NIJE POREZNI RAČUN

Napomena: Ovaj je dokument preslika koja se dostavlja samo u svrhu upućivanja. Službeni porezni račun koji sadrži broj KSEF (jedinstveni identifikacijski broj koji poljski nacionalni sustav elektroničkog izdavanja računa dodjeljuje svakom elektroničkom računu) i QR kod izdan je zasebno te se treba upotrebljavati za potrebe poreznog izvještavanja.
Poljski porezni identifikacijski broj (NIP) / PDV identifikacijski broj u EU-u: PL 526 257 91 91

Plaća: Studenac d o.o., Četvrt Ribnjak 17, 21310 Omiš

Partner iz društva Clifford Chance: Irena Floras-Goode

PDV identifikacijski broj Klijenta: PL5260006841

Refinanciranje Studenca
Datum prodaje: 13. srpnja 2026.

	Obračunati iznosi EUR	Stopa PDV-a	Iznos PDV EUR
Honorari			
Pružanje pravnih usluga	11 189,41		
Popust na honorare prema dogovoru	-1 454,62		
Ukupno honorari	9 734,79	23,00 %	2 239,00
Troškovi i izdaci	302,94	23,00 %	69,68
Ukupno neto	10 037,73		2 308,68
PDV od 25 %	2 308,68		
Iznos za plaćanje	12 346,41 EUR		

Ekvivalentno iznosu PDV-a 10.034,68 PLN

Ovaj račun potrebno je platiti do 26. kolovoza 2026.

Izravna uplata može se izvršiti na sljedeći račun:
DEUTSCHE BANK POLSKA S.A AL. ARMII LUDOWEJ 26 00-609 VARŠAVA Clifford Chance, Janicka, Krużewski, Stosio i wspólnicy sp.k. za valutu PLN IBAN PL75188000090000001100168008 SWIFT OZNAKA DEUTPLPX za valutu EUR IBAN PL53188000090000001100168016 SWIFT OZNAKA DEUTPLPX

Clifford Chance

Clifford Chance
Janicka, Krużewski, Stosio
i wspólnicy spółka komandytowa

Norway House, ul. Lwowska 19
00-660 Varšava, Poljska

Tel.: +48 22 627 1177 | Faks: +48 22 627 1466
www.cliffordchance.com

RAČUN BR.: 516026001762
DATUM: 12. kolovoza 2026.
REF. DATOTEKE: 229172/60-41080359

Navesti poziv na broj: 516026001762/229172/60-41080359
Ovaj račun sadrži podatke o bankovnom računu na koji je potrebno izvršiti uplatu. Usporedite ih s podacima koje imate u svom sustavu za obradu ulaznih računa. Clifford Chance neće rutinski mijenjati podatke o bankovnom računu. Ako dobijete bilo kakvu uputu za uplatu sredstava na bankovni račun koji se razlikuje od računa iz podataka koje imate u svom sustavu za obradu ulaznih računa, obratite se partneru odgovornom za ovaj predmet putem centrale društva Clifford Chance prije poduzimanja bilo koje radnje i prije vršenja bilo koje uplate, čak i ako se upute čine vjerodostojnima i ako se čini da ih je poslalo društvo Clifford Chance.

Ja, Jelena Mijić, stalni sudski tumač za engleski i španjolski jezik, imenovana rješenjem Ministarstva pravosuđa, uprave i digitalne transformacije u Republici Hrvatskoj, KLASA: UP/I-710-02/25-01/251, URBROJ: 514-03-04-03/03-25-05 od 21. rujna 2025., potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Zagreb, 27. listopada 2026.
Broj ov.: 195/10-26



Clifford Chance

Clifford Chance,
Janicka, Krużewski, Stosio
i wspólnicy spółka komandytowa
Norway House, ul. Lwowska 19
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INVOICE NO : 516026001762
DATE : 12 Aug 2026
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ul. Żubra 1
Warszawa
01-066
Poland
For the attention of : Jakub Mikołajewski

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Payable By : Studenac d o.o., Četvrt Ribnjak 17, 21310 Omiš

Clifford Chance Partner: Irena Floras-Goode

Client VAT No : PL5260006841

Refinancing of Studenac
Date of Sales : 13 Jul 2026

	Charges EUR	Rate VAT	Amount VAT EUR
Professional Fees			
Provision of Legal Services	11 189,41		
Discount on fees as agreed	-1 454,62		
Total Professional Fees	9 734,79	23.00%	2 239,00
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Direct remittance may be made to the following account:

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Clifford Chance

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STALNI SUDSKI TUMAČI ZA ENGLESKI I ŠPANJOLSKI JEZIK

CLIFFORD
CHANCE

CLIFFORD CHANCE,
JANICKA, KRUŻEWSKI, STOSIO
I WSPÓLNICY SPÓŁKA KOMANDYTOWA

____ AUGUST 2025

STUDENAC D O.O.

BANK POLSKA KASA OPIEKI S.A.

and

CLIFFORD CHANCE
JANICKA, KRUŻEWSKI, STOSIO I WSPÓLNICY
SPÓŁKA KOMANDYTOWA

AGREEMENT FOR THE PROVISION OF LEGAL SERVICES

THIS AGREEMENT IS CONCLUDED ON ____ AUGUST 2025, (THE "AGREEMENT") BETWEEN:

(1) **STUDENAC D O.O.** a limited liability company duly incorporated under the laws of Croatia, with its registered office in Omiš (address: Četvrt Ribnjak 17, 21310 Omiš) registered in the Croatian business register under number: HR001816 (hereinafter referred to as the "**Company**");

(2) **BANK POLSKA KASA OPIEKI S.A.**, a bank duly incorporated under the laws of Poland, with its registered office in Warsaw (address: ul. Żubra 1, 01-066 Warsaw, Poland), whose registry files are maintained by the District Court for the Capital City of Warsaw in Warsaw, Commercial Division XIII of the National Court Register, entered in the business register of the National Court Register under number KRS 0000014843, REGON number 000010205, NIP number 5260006841 (the "**Lender**");

(3) **CLIFFORD CHANCE JANICKA, KRUŻEWSKI, STOSIO I WSPÓLNICY SPÓŁKA KOMANDYTOWA**, with its registered office in Warsaw, at ul. Lwowska 19, 00-660 Warsaw, registered under KRS 0000053301 ("**Clifford Chance**")

(jointly, the "**Parties**" and each of the Parties separately as "**Party**").

INTRODUCTION:

(A) Bank Polska Kasa Opieki S.A. (the "**Lender**") provided a financing to the Company under a facilities agreement originally dated 26 July 2018 (as amended and restated from time to time (the "**SFA**"). The Company entered on 25 June 2025 into a new facilities agreement with, among others, the Lender acting as lender in order (i) to refinance its existing indebtedness and (ii) to finance its working capital purposes, including acquisition of certain entities (the "**Transaction**").

(B) The Lender requires the assistance of a legal adviser in relation to the Transaction and appointed Clifford Chance to render legal services on its behalf and in its best interest relating thereto. The purpose of this Agreement is to confirm the terms on which Clifford Chance provided legal services in relation to the Transaction and will provide further legal services to the Lender (the "**CC Mandate**") and the terms on which the Company will reimburse the costs of legal services provided by Clifford Chance in relation thereto.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. Clifford Chance undertakes to provide legal services for the benefit of the Lender on the terms and conditions agreed herein.

2. The Company agrees to the appointment of Clifford Chance as the legal advisers to the Lender.

3. As agreed between the Company and the Lender, the Company shall be obliged to pay the fees, costs and expenses relating to legal services (including the VAT amount arising under the CC Mandate, if any), payable under the CC Mandate (the "**Fee**").

4. The Fee will be payable on the basis of an invoice issued by Clifford Chance in favour of the Lender (the "**Invoice**"). The Invoice will be sent to the Lender with a copy to the Company.

5. As the Company is obliged to cover the costs of the legal services in relation to the Transaction, the Lender will issue for the benefit of the Company an appropriate accounting document (the "**Accounting Document**") for the amount equal to the Fee.

6. As the beneficial owner of the Transaction obliged to pay the Fee on the basis of this Agreement, the Company assumes the debt (*przejmuje dług)* arising under the Invoice and will pay the Fee directly to Clifford Chance, on the terms and conditions set out in this Agreement. Clifford Chance and the Lender agree to the debt assumption by the Company on the basis of this clause 6. Clifford Chance confirms that upon assumption of debt by the Company on the basis of this clause 6, the Lender (as the original debtor obliged to pay the Fees) shall be released from the assumed debt. Upon the assumption of debt by the Company, the Company's obligation towards the Lender under the Accounting Document expires.

7. Clifford Chance confirms that payment of the Fee stipulated in the CC Mandate will satisfy its financial claims against the other Parties under the CC Mandate and this Agreement.

8. Clifford Chance is liable under the CC Mandate solely to the Lender, and this Agreement does not create any duty or liability to the Company. Clifford Chance does not assume any obligations to the Company and will not be liable to the Company for any tax settlements or liabilities relating to this Agreement.

9. This Agreement is governed by and will be interpreted in accordance with the laws of Poland. The Polish courts competent for the Śródmieście district of the city of Warsaw have jurisdiction to settle any dispute arising out of or in connection with this Agreement.

10. Any amendments to this Agreement will be null and void unless approved by the Parties in writing (provided that any arrangement relating to the work exceeding scope of works set out in point 1 (*Scope of the Work*) may be agreed by the Parties in an e-mail).

SCHEDULE 1
CC MANDATE

This Schedule sets out the proposed terms on which Clifford Chance provided and will provide legal services by acting as a legal counsel to the Lender in relation to the Transaction.

1. **SCOPE OF THE ENGAGEMENT**

Polish and English law advice

1.1 In connection with the Transaction Clifford Chance was responsible for:

- preparing and negotiating of the term sheet (the "**TS**");
- preparing and negotiating of the SFA (to be governed by English law);
- preparing and negotiating of an intercreditor agreement (to be governed by English law);
- preparing of a pay-off letter necessary in order to repay the Company's existing indebtedness towards the Lender arising under the SFA and assisting with preparation of the necessary release letters;
- preparing of commitment letters, mandate letters and non-disclosure agreement which had to be prepared in relation to conclusion of the SFA and other finance documents indicated in the SFA;

1.2 Issuing standard legal opinion as to legality, validity and enforceability of finance documents governed by Polish or English laws;

1.3 Coordinating of work of local law advisors as to the Croatian and Slovenian laws;

1.4 Assisting the Lender with delivery of the conditions precedent relating to the first disbursement;

1.5 Issuing standard CP confirmation letter;

1.6 Mapping of the Lender's credit committee's decision;

1.7 Preparing of a breakdown of executed security documents.

1.8 Advising the Lender as to matters standard in this kind of transactions.

2. **FEE**

2.1 The Parties agree that Clifford Chances rendered services set out in point 1 (*Scope of the Work*) above to the satisfaction of the Parties and the fees payable by the Company to Clifford Chance for the works set out in point 1 (*Scope of the Engagement*) above amount to **EUR 134,098.98 (total (incl. VAT) EUR 165,415.50).** The above agreed

fees reflect the scope of work set out in point 1 (*Scope of the Engagement*) and the assumptions set out in point 3 below (*Assumptions*). Parties agree that under this Agreement, Clifford Chance may also render further legal services to the Lender relating to the Transaction and not indicated in point 1 (*Scope of the Engagement*) above, provided that such additional work will be subject to separate arrangements (including fees) between the Parties (which, for their effectiveness, will not require execution of separate engagement agreement or an amendment hereto and may be agreed in an e-mail).

2.2 The fee set out above is net of VAT and out-of-pocket expenses (including the costs of translations, Litera transact (conditions precedent VDR), travel, notarial and court fees and couriers, etc.).

2.3 The fees will be payable within 14 (fourteen) days of the issue date of each invoice. Clifford Chance will be entitled to issue the first invoice for the works in relation to the for the works set out in point 1 (*Scope of the Work*) in August 2025. Subsequent invoices will be issued monthly within five days of the end of a given month. The Company will be the payer of the fees.

2.4 The fees calculated as set out above and denominated in EUR will be payable in EUR.

2.5 The fees will be payable regardless of the Finance Documents being signed and/or the Transaction being completed. In the event that the Finance Documents are not signed and/or the Transaction is not completed, Clifford Chance will issue its invoice for the lower of: (i) the amount equivalent to the work performed until that date; or (ii) for the full capped fee amount.

3. ASSUMPTIONS

The fee arrangements above are subject to the following additional assumptions:

Assumptions:

3.1.1 **Jurisdiction:** Clifford Chance will advise as to the matters of Polish and English law only.

3.1.2 **Intercreditor agreement**: Intercreditor agreement will be based on the previously signed precedent and there will not be any substantial changes.

3.1.3 **Scope of work:** Clifford Chances' understanding of the Transaction is correct and complete. There will be no changes to the CC Mandate.

3.1.4 **Timeframe:** The TS will be agreed by the parties by the end of September 2024. The works on the finance documents will commence in October 2024 and the financial close will occur by the end of December 2024.

3.1.5 **Transaction security**: All security documents will be securing parallel debt. The security documents governed by Croatian and Slovenian law will be based on precedents currently in place and will not be subject to material negotiations.

3.1.6 **Obligors**: There will be not more than three entities acting as obligors.

3.1.7 **Corporate documents**: The Company's legal adviser will deliver to Clifford Chance all necessary factual information necessary for preparation of the finance documents, including drafts of the corporate resolutions.

3.1.8 **Tax advice**: No tax advice is required (other than the review of the standard tax provisions of the facility agreement referred to above (such as gross-up and withholding tax provisions)), accounting, regulatory, ERISA-related or other specialist advice is required. Clifford Chance will not be involved in KYC.

3.1.9 **Hedging**: Clifford Chande will not prepare any hedging documentation.

3.1.10 **No due diligence**: No special due diligence report will be required to be drafted.

3.1.11 **Negotiations**: There will be no unusually protracted or difficult negotiations or requests for our time and services that fall outside of the ordinary scope of work in transactions of this nature.

3.1.12 **Scope of advice:** Clifford Chance will neither analyse, nor be required provide legal advice regarding structural matters listing rules competition law or regulatory issues (except for standard tax-related points in the facility agreement) or other advice of similar nature.

3.1.13 **Revision of finance documents:** There will be no more than four rounds of revisions of each finance document (excluding minor changes).

3.1.14 **Travel:** Clifford Chance will not be required to travel outside Warsaw.

3.1.15 **Syndication**: The facilities under the SFA will be syndicated with no more than 3 lenders. The syndication will take place in the second part of 2025 and will be completed within one month.

4. CONFIDENTIALITY

4.1 Clifford Chance undertakes to keep confidential all of the information concerning the Transaction provided to us and marked as being confidential.

4.2 This confidentiality undertaking does not apply to information, which:

4.2.1 has been obtained from sources other than directly from the Lender (such as: press reports, analytical and professional studies, data available in commercial databases and information services);

4.2.2 is publicly available or generally known in financial circles by way of an unofficial disclosure of information;

4.2.3 we received from third parties; and

4.2.4 was already in our possession at the time of its disclosure by the Lender.

5. CONFLICT OF INTEREST

5.1.1 Clifford Chance confirms that it has performed a conflict of interest check and, to the best of its knowledge, there are no obstacles to Clifford Chance providing legal counsel services in connection with the Transaction contemplated by the Agreement.

5.1.2 Clifford Chance undertakes to refrain from any legal assistance activities for the benefit of the Company in the event of a dispute between the Company and the Lender during the legal relationship arising under or in connection with the Transaction being the subject of this Agreement.

5.1.3 Clifford Chance undertakes to provide legal assistance to the Lender if the content, application, interpretation or assessment of the effects of the legal acts contained in the Transaction documentation prepared by Clifford Chance is the subject of any court, arbitration, administrative or other proceedings, except in cases where Clifford Chance would also be a party to such proceedings or where such proceedings would relate to improper performance of this Agreement by Clifford Chance. If the matter does not arise from improper performance of this Agreement by Clifford Chance, legal assistance shall be provided by Clifford Chance on the basis of a separate agreement with the

6. GOVERNING LAW

If our offer is accepted, our mandate will be governed by Polish law.

7. DISPUTE RESOLUTION

All disputes related to our mandate will be resolved by the Polish common courts relevant for the Śródmieście district of the capital city of Warsaw.

8. MISCELLANEOUS

8.1 Clifford Chance shall be liable under this Agreement solely to the Lender, and no obligations or liability to the Company shall arise under this Agreement. Clifford Chance does not make any undertakings to the Lender and shall not be liable to the Company for any settlements or tax liabilities relating to this Agreement.

8.2 The Company gives his consent for the Lender to provide Clifford Chance with all information and documents covered by banking secrecy in accordance with Article 104 sec. 3 of the Polish Banking Law Act dated 29 August 1997 (consolidated text: Journal of Laws of 2020, item 1896, as amended).

8.3 The Company authorises the Lender to give Clifford Chance access to any information relating to the Transaction which, in accordance with Polish law, will constitute personal data.

CLIFFORD
CHANCE

Terms of Business

This document sets out the terms ("Terms") on which Clifford Chance provides legal services.

1. CONTRACTING PARTIES

1.1 Our principal partnership is Clifford Chance LLP, a limited liability partnership incorporated in the United Kingdom. In some jurisdictions, we practise through this partnership. Elsewhere, we do so under the name of a local entity which, in each case, uses the Clifford Chance name (Clifford Chance LLP and such entities are referred to generally below as "Clifford Chance"). Occasionally, we source legal services through an entity with which we have a formal association ("Associated Firms"). Information about Clifford Chance offices and entities and their professional and regulatory bodies, and about Associated Firms can be found on our website and further details on the legal structure of any Clifford Chance office can be provided on request.

1.2 The entity through which Clifford Chance practises in the country which first accepts instructions from you on any matter is the entity contracting to supply services in relation to that matter. Whichever entity so contracts does so, unless otherwise agreed, on the Terms, subject always to any legal or professional rules in any relevant jurisdiction. The Terms are also likely to be supplemented by further provisions ("Additional Terms") which relate to each such specific matter, including details of who will be working for you, and the rates we will charge for our services. Where another entity through which Clifford Chance practises, or an Associated Firm, subsequently acts for you on the same matter, then it does so as the subcontractor of the contracting entity. References below to "we" and "us" are to the Clifford Chance entity which has contracted with you on the relevant matter.

1.3 Where you instruct an Associated Firm first on any matter, it will be the practice of the Associated Firm to act on the basis of terms consistent with these Terms. You therefore agree that where you do so instruct an Associated Firm, the following paragraphs of these Terms will apply as if the name of the Associated Firm was substituted for "Clifford Chance" and "we" and "us" are references to the Associated Firm. However, any subsequent involvement by any Clifford Chance office on such a matter shall not be as a subcontractor of the Associated Firm but shall be governed by these Terms.

1.4 The Terms will apply to any matter when Clifford Chance is instructed by the party to whom this document is sent and, unless you request otherwise in writing, when Clifford Chance acts for any corporate entity controlled or managed by that party. References to "you" are to the entity or entities contracting with Clifford Chance on each such matter. The relevant services on each matter are provided solely for such entity or entities. Unless otherwise agreed in writing, we do not owe any duty of care to any other person or entity and you should not disclose our advice to others without our express written agreement.

2. OUR SERVICES

2.1 In providing our services, we will need your full co-operation and that of others working for you. We will rely on you to provide or to cause others to provide to us the necessary information and assistance to carry out the representation in a timely, effective and professional manner.

2.2 The services we will provide to you in relation to a particular matter will be agreed at the outset of the matter and may be varied by agreement during the course of the matter.

2.3 Our services will not include tax-related advice unless this is specifically agreed at the outset or subsequently agreed during the course of a matter.

2.4 We do not accept responsibility to remind you of the need to review or repeat in the future any applications, registrations, filings, submissions or other regulatory or administrative processes necessary in respect of any matter on which we have acted for you.

2.5 In some circumstances, we might be required to complete work for you by a specific deadline with the result that it is concluded under considerable pressure, perhaps late at night, in circumstances where we do not have an opportunity to consider and check our work product as fully as we would wish. Unless this pressure is caused by our own default, you agree that the standard of care expected of us is reduced to reflect the pressured circumstances in which the services are provided.

2.6 If you instruct us to carry out any activity which would amount to lobbying under either the EU Transparency Register or the UK Register of Consultant Lobbyists maintained by the Office of the Registrar of Consultant Lobbyists, you agree that we may confirm to the relevant authority that we have provided lobbying services to you and, in the case of the EU Register, the fee bracket applicable for the fees we have charged for such lobbying. The nature and subject matter of the lobbying work will not be disclosed.

2.7 On any matter where documents are to be signed electronically or through a web-based platform, our services do not extend to confirmation that such signature is sufficient or enforceable in any jurisdiction other than that of the governing law of the document unless we have specifically been asked to provide such advice.

2.8 It may be necessary during the course of a matter to instruct on your behalf or arrange for you to instruct one or more experts or third party suppliers outside Clifford Chance on issues beyond our expertise, such as other lawyers, accountants, consultants, litigation support services or specialist counsel. We will discuss this with you at the appropriate time, including who might be suitable and the costs likely to be involved. We will not normally contact you prior to using outside suppliers for more routine tasks such as translation. We do not accept any liability for the accuracy or completeness of advice or performance or adequacy of services provided by any such third party suppliers (except other Clifford Chance entities and Associated Firms), instructed by us on your behalf, or for their fees and expenses. Similarly, where it is necessary for us to rely on legislation, regulation or other material in unofficial translation, we do not accept liability for the consequences of any mis-translation.

2.9 Where you ask us to work alongside other professional advisers on a particular matter, including another law firm, we do not accept liability for the work of such other advisers or, where we have acted reasonably in relying on their work, for any loss or damage caused by such reliance by us for the purposes of our own advice.

2.10 Except in matters where we have been mandated by you with the explicit aim of resolving a dispute via litigation or arbitration, our representation of you in any matter does not automatically extend to contentious proceedings. In the event that a dispute occurs which necessitates litigation or arbitration measures, we will consider with you the extent to which we can assist you, but may refrain from acting in litigation or arbitration against another party.

2.11 On any matter where we are acting for you, we will act through our own partners and employees and, on occasion, through contracted lawyers, paralegals and other professional staff. In some countries, our associates are self-employed. Save as outlined here, we will not subcontract to a third party any legal services within our expertise unless we have agreed with you in advance that we should do so.

2.12 On some matters, it may be necessary to obtain advice on local law from another jurisdiction. Where this is the case, and the jurisdiction is one where Clifford Chance has the necessary expertise or can access such expertise through an Associated Firm (these being listed on our website at the link in paragraph 1.1 above), we will contact the relevant office. We take your initial instruction to us as your authority to retain the services of that other office as a subcontractor.

2.13 Where, by agreement with you, we make available to you technology tools or platforms provided by third parties, such as machine learning-based document review tools, document assembly systems and decision tree-based "apps" ("Third Party Technology"), we will do so on the basis of a separate written agreement between you and us or, where no such agreement exists, on an "as is" and "as available" basis.

2.14 Where applicable, we have agreements in place with the third parties referred to in paragraph 2.13 above and employ appropriate technical and organisational measures to protect the confidentiality and security of any information shared with them. However, we cannot guarantee that Third Party Technology will be uninterrupted, secure, free from error or virus and so unless otherwise agreed in any separate written agreement with you,we shall not be responsible for the security of Third Party Technology nor the service that it provides to you, including (a) the accuracy, completeness or reliability of any results produced by Third Party Technology; (b) in relation to point (a), where we have acted reasonably in relying on those results, for any loss or damage caused by such reliance by us for the purposes of our own advice; and (c) the security of your information (including any loss of, damage to or corruption of your data) to the extent that your information is the possession or control of a third party.

2.15 Our services will not extend to advice on non-legal issues such as (but not limited to) technical, financial and accounting matters. We do not accept responsibility for the accuracy or effectiveness of formulae, mathematical calculations or technical specifications even where these appear in documents we have drafted or reviewed. You should always make separate arrangements to review such matters, taking expert advice as necessary.

3. BASIS OF OUR CHARGES

3.1 We will agree separately the basis of our charges for acting for you on any particular matter, and whether we require any advance payment. In the absence of any other agreement, our charges will be based on our normal guideline hourly rates, subject to an appropriate agreed mark-up reflecting complexity, size and importance of the matter to our client, in circumstances where particular success has been achieved. Hourly rates are reviewed, and may be adjusted, periodically. Details of these rates are available on request from the partner responsible for the matter. Additional charges, including expenses incurred, will also be billed.

3.2 We take your initial instruction to us as your authority for us to incur, without further reference to you, reasonable expenses. Where expenses will be substantial we will generally ask you for money on account before we incur any liability, or arrange for them to be paid by you direct.

3.3 Except in the context of legal/paralegal resource, we do not seek to make any profit on expenses billed to our clients. Where expenses are not included within our normal charges as an overhead, they are billed at cost. In the case of printing and related services carried out in our offices, any charges are consistent with the cost which would have been incurred had outside services been used. Further details of our policy on expenses can be obtained on request by e-mail to Terms.ofBusiness@cliffordchance.com

3.4 In certain countries Clifford Chance is obliged to charge value added tax (VAT), sales tax or other taxes, levies or duties in respect of work carried out in that country, or the amounts we bill you. Similarly, in certain countries such as China, Clifford Chance might incur a tax on work carried out for its clients. In any such case, the relevant tax, levy or duty will be added to the fees charged and (where necessary) to any disbursements, at the rate from time to time in force in the country concerned. Any figure given by way of estimate, quote, hourly rate or other cost information is exclusive of VAT or other applicable taxes, levies or duties.

3.5 Unless you notify us to the contrary, where you are operating from an EU country and are registered for VAT, you confirm that services we supply to you will be used by you for the purposes of your business.

3.6 You agree to reimburse us in respect of any cost, (including VAT, interest and penalties) we suffer in consequence of us invoicing you in good faith for services where it is subsequently established that such services were supplied to another or were supplied to you but used otherwise than for business purposes.

3.7 Where we hold funds on your behalf, or to which you become entitled, in an account under which a negative interest rate applies, you understand that we will only be able to remit such funds to you (or as you direct) less any negative interest charged, and that you will need to gross up any sums held by us if you will require a specific sum to be remitted by us.

4. PAYMENT OF OUR BILLS

Unless we agree otherwise:

4.1 We will bill you monthly. If you have any queries on any bill, please raise them with the partner responsible for the matter as soon as possible. Weask that our bills are paid on receipt. If any element of a bill is queried, that part of the bill which is not subject to query should be paid immediately.If any amount owed to us remains outstanding after the due date for payment stated on the relevant bill (and in the absence of any such date, 30 days after issue of the relevant bill), then until all amounts which you owe us are paid, we may (subject in each case to applicable local legal or professional rules):

4.1.1 charge interest on the outstanding amount (including VAT and any expenses) from the date of our bill: the rate will be the rate specified on the bill or in the absence of any such rate, 3% per annum above the rate at which banks generally offer to make deposits (in the currency of the bill) with prime banks for periods of one month, as published or certified by a prime bank selected by us, having its principal place of business in the jurisdiction of the relevant currency,

4.1.2 stop acting on your behalf, and

4.1.3 retain documents and papers belonging to you, together with our own records.

4.2 Where we are holding money for you, on account or otherwise, we may (subject to local legal or professional rules) use this money toward payment or part payment of our bills outstanding from you, unless otherwise agreed. We will always inform you when this is being done.

5. WITHHOLDING OR REDUCTION FOR TAXES AND EXCHANGE CONTROL

5.1 Our fees are to be paid free of any withholding or deduction in respect of any taxes or duties. If you are required by law to withhold or deduct tax then the amount of each bill is to be treated as increased to the extent necessary to ensure that after any withholding or deduction we receive and retain a net sum equal to the amount of the bill. If, where this has been done, we determine we have subsequently received any value for the amount withheld or deducted (for example by way of utilised credit for tax treated as withheld or deducted), we will remit the amount of such value to you provided our overall net of tax position is not prejudiced. This paragraph 5.1 does not apply in Italy in relation to any withholding required under article 25 of DPR 600/1973.

5.2 If your payment of our fees or our receipt of such payment is subject to exchange or other similar control you will use your best endeavours to obtain (or where appropriate help us to obtain) the necessary consents as soon as possible after each bill is rendered and then ensure we receive prompt payment in accordance with such consents. If exchange control approval has not been obtained within 6 months from the date of our bill then, if so lawfully requested by us at any time thereafter, you will pay into a local account designated by us the amount in local currency equivalent to the amount outstanding (converted at that date).

6. CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION

Subject to any local legal or professional rules which apply to us in any relevant jurisdiction, or where we have agreed otherwise, we act on the following basis:

6.1 We will determine whether we are free to act on a matter by reference to the local legal and professional rules relating to conflicts of interest which apply in the jurisdiction(s) where any Clifford Chance office would be acting on that matter for you. Similarly, if any Clifford Chance entity is asked to act adverse to your interests on any matter unrelated to any work it (or another Clifford Chance entity) does for you, we will determine whether a conflict prevents such representation by reference to the local legal and professional rules which apply in the countries where we are asked to so act.

6.2 Where Clifford Chance is asked to act adverse to your interests in circumstances where professional rules relating to conflicts of interest applicablein any state of the U.S.A. are relevant, you agree that Clifford Chance is free to act for any other client either generally or on any specific matter in which you may have an interest, even if the interests of that other client are or may become adverse to your own, unless we conclude that it would be inappropriate for it to do so in the circumstances. You agree, therefore, that Clifford Chance may in such circumstances act for another client onany issue or matter in which you might have an interest including (a) agreements to buy, sell or lease; mergers; joint ventures; acquisitions; financings; contracts for services; insolvency; the protection of rights; representation to regulatory authorities and (b) the resolution of any disputes, whether in any judicial or arbitral forum or otherwise.

6.3 Clifford Chance will only consider you as a current client for conflict purposes where it is retained on at least one current matter for you. For these purposes, a matter in respect of which a final bill has been submitted, or a matter which has been inactive for more than six months is not a current matter even if it is possible or even likely that, at some future date, further work may arise related to the original work undertaken for you.

6.4 We may act generally for another client which, for you, is a market competitor.

7. CONFIDENTIALITY AND INFORMATION SECURITY

7.1 We owe a duty of confidentiality to all our clients and accordingly, subject to any overriding legal obligation on you or us: Clifford Chance will keep all documents and information which it receives as a result of acting for you confidential, and in particular will not disclose them to any other client without your express agreement (or in circumstances where with your agreement Clifford Chance represents you and another client, jointly, in the same matter).

7.2 You agree that we may disclose confidential information belonging to you to other entities through which Clifford Chance practises, to entities wholly owned by Clifford Chance, to other advisers acting for you on the same matter (unless you specifically instruct us not to do so), to relevant bodies where required to do so by any applicable law or regulation and, having taken appropriate action to protect confidentiality, to service providers as outlined in paragraph 7.3 or, where necessary, to our own professional advisers and insurers.

7.3 It is sometimes necessary or useful for us to outsource or offshore certain administrative or support services such as (a) printing, document production, paralegal transaction and case support, translation services and (b) accounting, finance, e-billing functions, document storage, IT systems/maintenance and development, data storage, IT security and replication of services for business continuity purposes, business applications, security and cleaning. Where this is the case, we take all reasonable steps to ensure that there is no breach of confidentiality. If you do not wish us to outsource any activities under (a) while acting for you, you should notify us to that effect to Termsof.Business@cliffordchance.com. Subject to that, by confirming your agreement to these Terms, or by giving us further instructions or by continuing with existing instructions, you consent to appropriate outsourcing or offshoring arrangements.

7.4 You understand that we will use cloud-based services to hold client data. However, we will only do so where security is at least as good as our current on-premise systems. This means (a) data will not be accessible by staff from the supplier unless specifically agreed by us, and any accesswill be with prior permission only and all activity logged; (b) data in the cloud will be protected using encryption; (c) all connections with the cloud- based solution will be encrypted to a level that reflects the classification of the data being transmitted; (d) we will be aware of the location (region, country) in which the data is physically housed, to ensure all compliance and regulatory requirements are met; (e) we will ensure all suppliers understand our security requirements for client and personal data, and (f) the contracts with all suppliers will contain either the right to audit or access to a detailed independent audit.

7.5 Consistent with our commitment to information security, we will take all reasonable steps to protect your confidential information but we cannot guarantee security against all risks. In particular, we cannot guarantee that legal professional privilege will be available in all countries where we practise to protect information against action by government or regulatory authorities, nor can we eliminate all risks associated with cyber and other forms of espionage. Where with your agreement your information is placed on an externally hosted platform we do not guarantee the security of that platform.

7.6 Our ability to give advice of the quality all our clients expect is dependent on the collective expertise of Clifford Chance, built on prior experience and development of know-how. For that evolution to continue, we need to balance the sharing of expertise with preserving confidentiality. With that in

mind (a) while a matter is current, documents will be restricted to those working on the matter where we believe relevant factors concerning confidentiality make this appropriate; (b) where access to documents is not restricted pursuant to (a) above, the file partner/managing associate may release any document useful for our internal know-how purposes to an "approved curated knowledge collection" ("ACKC") – accessible only by those in Clifford Chance who work in the relevant practices – or to our general know-how system, in either case provided they consider it appropriate to do so. In making that assessment, they will have regard to any continuing application of the Market Abuse Regulation (or equivalent), any continuing information barrier established for the particular matter, whether there is any price sensitive information or any trade secret or exclusive, sensitive proprietary information, copyright issues and any other sensitivity identified by the file partner/managing associate; and (c) the file partner/managing associate may conclude that a document could be released to an ACKC or to the general know-how system but only if it is subject to redaction to remove any secret or proprietary information, or any ability to link the document to the underlying client and/or transaction.

7.7 You agree that Clifford Chance will not be under any obligation to disclose to you or use on your behalf any documents or information in respect of which Clifford Chance owes a duty of confidentiality to another client (or any other person).

7.8 You agree that the fact that we hold documents and/or information in respect of which we owe a duty of confidentiality to you and which are or maybe relevant to a matter on which Clifford Chance is instructed by another client will not prevent Clifford Chance from acting for that other client on that matter without any further consent from you. However, in such a case we will put in place such additional arrangements as we consider appropriate (if any) in the circumstances to ensure that the confidentiality of your documents and/or information is maintained.

7.9 You agree that where we have acted for you on a matter which has been publicly announced, we may disclose that we acted for you in the matter in question provided that we do not otherwise disclose any details which are not already in the public domain.

8. LIMITATION OF LIABILITY

8.1 Unless otherwise agreed, the policy of Clifford Chance is that the assets of the Clifford Chance entity which contracts to supply services on any matter are available to satisfy any liability which we might incur, but the private assets of the partners are not. To give effect to this policy, the entitythrough which Clifford Chance practises in any country is, wherever possible, a limited liability partnership or other structure which, under local law,has similar effect.

8.2 In recognition of our policy of limiting partners' personal liability you agree, on behalf of yourself and of any person or entity advancing any claim byor through you, that where such protection is not afforded by local law in any event:

8.2.1 any claims against Clifford Chance may only be enforced against those assets or property which comprise partnership assets or property of the Clifford Chance entity which has contracted with you; and

8.2.2 except in the case of fraud, dishonesty or intentional disregard of professional obligations, or as otherwise provided by local law, no partner or other representative of Clifford Chance will have any liability to you in respect of any claim.

8.3 Our liability to you on any matter shall not exceed £40,000,000, or the equivalent in any other currency. This limit shall apply to any and all causes of action brought against all Clifford Chance entities and Associated Firms arising from or connected with the relevant matter. Where we also act for one or more other clients on the same matter, or where with your knowledge we have a duty of care to a third party in respect of the same matter, the same limit will apply to and be shared by all such clients or third parties. This limitation of liability will not operate to limit any liability which cannot lawfully be limited under any local legal or professional rules in any relevant jurisdiction.

8.4 Consistent with the general policy set out in paragraph 8.1, the firm's professional indemnity insurance applies to every Clifford Chance entity and to Associated Firms, and to everyone working for Clifford Chance and such Associated Firms.

8.5 None of the provisions of paragraphs 2 or 9, or of this paragraph 8 shall:

8.5.1 operate to limit or exclude any liability which cannot be lawfully limited or excluded under any local legal or professional rules in any relevant jurisdiction;

8.5.2 apply if, and to the extent that, it would reduce our liability below any minimum sum permissible under any local legal or professional rules in any relevant jurisdiction. In such circumstances, our liability under the relevant paragraph will be for any such minimum permissible sum.

9. PROPORTIONATE LIABILITY

9.1 Where you have a number of persons, including us, advising you on a matter, there is a risk that we will be prejudiced by any limitation or exclusionof liability which you agree with any of those other persons. This is because such a limitation or exclusion of liability might also operate to limit the amount which we could recover from that other person by way of indemnity or contribution if we were required to pay to you more than our proportionate share of the liability for which the other person was also responsible. A similar risk for us could arise if you appoint another adviser which is unable to pay its share of damage. Accordingly, subject to the provisions of paragraph 8.5, you agree that our position will not be adversely affected by the limitation or exclusion of the other person's liability or inability to pay. In other words, we will not be liable to you for any amount which we would otherwise have been able to recover from that other person but which we are not entitled to recover by reason of your agreement to limit or exclude their liability, or not able to recover by reason of their inability to pay.

10. OWNERSHIP OF WORK PRODUCT

10.1 Original materials, derivative works and compilations which we generate for our clients are protected by copyright, which belongs to Clifford Chance. The fee you pay for our work entitles you to make use of those materials for the purposes for which they were obtained. Should the materials we generate incorporate information which is confidential or proprietary to you, we will safeguard such information and will not divulge it to third parties.

10.2 Ownership of any patent rights to any invention conceived or developed during the course of our engagement by our clients will be owned solely or jointly as determined by applicable law. In the case of joint ownership, each owner may exercise applicable rights without the consent of or accounting to any other owner. Nevertheless, we will not use or divulge to third parties any information which is confidential or proprietary to you inconnection with obtaining or exercising any of our patent rights.

11. TERMINATION

11.1 You have the right to end your retention of us on any matter at any time. If you withdraw instructions from us on any matter, we may (subject to local legal or professional rules) retain documents, monies and/or other items held for you until our bills are paid in full.

11.2 We also have the right to cease to act for you on one or more matters at any time. Examples of when this may be necessary include if, in our opinion, a conflict of interest arises, if any payment due to us or reasonably required by us on account of fees or expenses, is not made, if we are asked to do anything which impacts on our role as lawyers and/or our professional duties, if we feel the necessary trust between us has broken down or if continuing to act for you would conflict with our professional or legal duties. This is not a step that we would take lightly and, whenever practicable, we would consult with you before doing so.

11.3 If you or we were to decide that we should no longer act for you on one or more matters, you would be responsible for our charges and expenses incurred before such termination, plus any further charges and expenses for work necessary to transfer our files to another adviser of your choice.

12. DOCUMENTS, COMMUNICATION AND DATA PROTECTION

12.1 Except where local rules require otherwise, Clifford Chance will retain any file or other material relating to a matter on which we have acted for you for ten years after the matter is completed. Unless we agree otherwise we may then dispose of the relevant material without further reference to you.

12.2 Whilst we use anti-virus software to check incoming and outgoing electronic communications, we cannot guarantee that transmissions will be free from infection. To maximise the potential of our anti-virus procedures, we discourage the use of encryption in these circumstances except where special arrangements are made in advance. We do not support communication by Instant Messaging. Where you ask us to participate in such communication, it is on the basis that we do not accept any liability for advice given through this means of communication or for any loss of confidentiality.

12.3 You acknowledge that, unless we agree otherwise in particular circumstances, where the work we do for you involves the processing of personal data we process that personal data as an independent controller, not as a processor on your behalf nor as a joint controller with you. We will abideby the GDPR and all other applicable data protection and data privacy laws in processing personal data in the course of our work with you. This includes strict security measures to protect personal data.

12.4 Subject always to our duties of confidentiality and the provisions of paragraph 12.3 above, we may process personal data that you disclose to us, or that we generate on the basis of personal data that you disclose to us, as set out in our privacy statement.

12.5 "GDPR" means the EU General Data Protection Regulation (2016/679) and the terms used in it have the same meanings when used in this paragraph 12.

13. STANDARDS ON INCLUSION AND RESPECT

13.1 We have a strong commitment to a work environment of inclusion and respect, and one which is free from any form of discrimination or harassment. It is important to us that this environment is continually strengthened, and not weakened. If, in the course of working with us, you encounter any behaviour which runs counter to this commitment, we would ask that you report it to the partner with whom you work most closely, or to our General Counsel. Equally, should we identify any behaviour by any member of your organisation which impacts on a member of Clifford Chance and the environment in which we believe they are entitled to work, we would consider it appropriate to raise this with you.

14. MISCELLANEOUS REGULATORY ISSUES

14.1 There are a number of statements which, under relevant laws and regulations, we are required to make in the context of services we provide in certain countries where we practise. These statements can be accessed on our website.

14.2 It is our policy to apply client identification procedures required by relevant EU laws and regulations globally, supplemented as applicable by any additional requirements in countries where we act for you. To comply with these procedures, we may request from you, and retain, information and documentation relating to your identity and the identity of certain individuals in your organisation. We may also need to raise enquiries as to the source of assets and/or of funds to be used on any matter. Where we make such requests, you agree to respond promptly, failing which we may be unable to act for you, or to continue to do so.

14.3 You accept that we may take whatever steps we consider necessary to comply with applicable laws and regulations even if to do so would be inconsistent with our contractual or other duties to you.

14.4 In the UK, Clifford Chance is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

14.5 The Solicitors' Regulation Authority in England requires us to give you certain information about your right to complain should you wish to do so. In such event, you should contact the partner responsible for the relevant matter or your relationship partner or the firm's General Counsel. If the issue is not resolved, you may be entitled to ask the Legal Ombudsman (LeO) of England and Wales to consider the complaint. LeO expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. Details on how to contact LeO and further information on the procedures involved can be found at https://www.legalombudsman.org.uk/.

15. APPLICATION OF THESE TERMS AND AMENDMENTS

15.1 We provide our services to you on the basis of the Terms and any Additional Terms which supplement them. By instructing us, or continuing to instruct us on any matter, you agree that the Terms shall apply unless otherwise agreed. If you retain us as agent for a third party, you confirm thatyou have authority to retain us on the basis of these Terms. If you disagree with any of the Terms, you should so advise us immediately. These Terms also supersede any earlier document sent by us entitled "Terms of Business".

15.2 From time to time, it may be necessary for us to amend the terms on which we act. Where this is the case, we will inform you of the proposed changes and, unless we hear from you in writing to the contrary within 21 days, such amendments will be deemed to come into effect from the endof that period.

15.3 Where we act for you in certain countries, including Russia and we are to invoice you from our office in such country, it may be necessary for you to enter into a local dual language legal services agreement with the entity through which we practise. Where we ask you to do so on terms consistent with these Terms you agree that you will promptly do so.

16. DISPUTES

16.1 If either party considers that a dispute or claim of any nature (collectively referred to as a "dispute") has arisen directly or indirectly in connection with any services provided by us to you, whether arising under a provision of these Terms or otherwise, that party shall give notice in writing to theother party of the dispute, including reasonable details of the nature of the dispute. The parties shall seek to resolve such dispute amicably by negotiation. If the dispute has not been resolved within 30 days of receipt of that notice, then, subject to paragraph 16.2 below, the English courts shall have exclusive jurisdiction to settle the dispute, unless the claimant instead refers the dispute to arbitration by giving notice in writing to the other party, such arbitration to be in accordance with paragraph 16.3.

16.2 If proceedings are issued in the English courts or in the courts of any other country, the defendant (whether Clifford Chance or you) may elect that the dispute instead be referred to and settled by arbitration in accordance with paragraph 16.3. The defendant must make this election by notice inwriting to the claimant and to the claimant's lawyers (if any) named in the proceedings within 21 days of service of the proceedings. If the defendant elects to refer the dispute to arbitration in accordance with this paragraph, the parties must take all steps necessary to end the proceedings in the English or other courts.

16.3 If a dispute is referred to arbitration by a claimant in accordance with paragraph 16.1 or by a defendant in accordance with paragraph 16.2, it shall be to arbitration in accordance with UNCITRAL Rules. The number of arbitrators will be three. If the appointment procedure fails to produce a tribunal, the appointing authority will be the London Court of International Arbitration. The language of the arbitration will be English. The seat andplace of the arbitration shall be London or the capital city of the country, if any, whose courts the parties have agreed in writing should have jurisdiction instead of the English courts, whether such agreement is by amendment to these Terms or in Additional Terms agreed in relation to the specific matter which is the subject of the dispute (save that the place of any arbitration in the United States will be New York).

16.4 By way of brief explanation, proceedings in arbitration take place before arbitrators chosen, principally, by the parties, and not before a judge or jury. Additionally, there are certain fees paid by the parties for initiating an arbitration, and for the services of the arbitrators for which the participants will, in whole or in part, be liable. In only very limited circumstances will there be any right of appeal from an arbitration panel's decision. The UNCITRALRules can be accessed here.

17. GOVERNING LAW

These Terms and any Additional Terms, including specifically paragraph 16 ("Disputes") and the relationship (whether contractual or non-contractual) between you and Clifford Chance regarding our services on any matter, shall be governed by English law unless we have agreed otherwise in writing with you, either as an amendment to these Terms, or in relation to a specific matter.

SIGNATURES

STUDENAC D O.O.

Date: _____

Signed by: _____

BANK POLSKA KASA OPIEKI S.A.

Date: _____

Signed by: PEŁNOMOCNIK Jakub Mikołajewski _____

CLIFFORD CHANCE JANICKA, KRUŻEWSKI, STOSIO I WSPÓLNICY SP. K.

Date: _____

Signed by:

_____ Podpisuję z Cencert Podpisany elektronicznie przez Irena Anna Floras-Goode 21.08.2025 14:01:42 +02'00' _____

DTB

Poštarina plaćena HP-u d.d.
u poštanskom uredu
10200 Zagreb

DIVJAK TOPIĆ BAHTIJAREVIĆ & KRKA

Ivana Lučića 2A/18, 10000 Zagreb - Croatia

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HRVATSKA POŠTA 58049 28.10.26.-22

FINANCIJSKA AGENCIJA
REGIONALNI CENTAR SPLIT
Neposredno, poštom (obično - preporučeno)
Primljeno: 02 -11- 2026
Br.pošiljke _____ potpis_____

FINANCIJSKA AGENCIJA
Mažuranićevo šetalište 24b
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