

Contract on the Assignment of a Claim and Sale of a Security

concluded according to the provision of Section 1879 et seq. and the provision of Section 2079 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, on the day, month and year stated below between:

name _____, d.o.b. _____, address _____
(name, surname) (date of birth) (street, no., postcode, city)
(hereinafter referred to as the "Assignor")

and

IFIS investiční fond, a.s., company ID: 24316717, registered office Čechyňská 419/14 a, 602 00 Brno, registered in the Commercial Register at the Regional Court in Brno, Section B, File 8086, represented by Patrik Knotek, member of the Board of Directors. (hereinafter referred to as the "Assignee")

I

The Assignor has against a debtor of HELSKE Group¹, the company _____ company ID: _____, registered office _____ (hereinafter referred to as the "Debtor") claims from investment securities², which the Assignor acquired from the Debtor and which the Debtor duly and promptly did not settle at the day of the conclusion of this Contract, or have not yet matured or have not been settled in a different manner. The Assignor has or shall have a claim in future to the settlement of its claims from the Debtor, including any accessories.

By concluding this Contract, the Assignor gradually assign all its claims against the Debtor, both the claims to settle investment securities and any further claims against the Debtor, representing in particular any (i) claim to compensation for damage caused by breach of the legal regulation by the Debtor at the issue, distribution or settlement of the investment security, of which the Assignor is the owner or (ii) claim to the release of unjust enrichment, if any contract concluded between the Assignor and the Debtor, under which the Assignor provided the Debtor with any payment, is found to be invalid or ineffective. By this Contract, the Assignor assigns all present and future claims against the Debtor, which could arise against the Debtor for whatever reason stated in the previous sentence after the day of the conclusion of this Contract. The claims, including any of their security, are assigned either by a security bill or in another manner. To exclude all doubts, the parties explicitly declare that as well as the claims, transferred and sold by this Contract are investment securities incorporating or securing any claims (hereinafter referred to as "Securities"). To exclude all doubts, all securities issued by the Debtor in the name of the Assignor are considered to be the Securities under this Contract.

The Assignor makes a binding declaration and assures the Assignee that it has not assigned the claim to a third party on the day of the signature of this Contract, nor has it assigned it after the signature of this Contract and refrains from doing so, nor has it alienated any Security to any party other than the Assignee.

By concluding this Contract, the Assignee accepts the abovementioned claims, including the Securities, and undertakes to pay consideration for their assignment and acquisition in the manner and amount negotiated in a separate agreement on consideration concluded between the parties together with this Contract. The Assignee declares that after the conclusion of this Contract it shall not assign the claims to any third party without the prior written consent of the Assignor.

Immediately after the conclusion of this Contract, the Assignor undertakes to endorse all Securities into which any of the claims of the Assignor against the Debtor are incorporated or by which any of the claims of the Assignor against the Debtor are secured, i.e. in particular bills, bonds, certificates, etc., to the Assignee and release them to the Assignee. For this purpose the Assignor empowers JUDr. Viktor Chytka, attorney, CBA reg. no 15287, registered office in Čechyňská 419/14a,

¹ The members of HELSKE Group according to this Contract are considered to be helskefichte a.s., helskeeiche a.s., HELSKE SUSTAINED a.s. and HELSKE SUSTAINED HPC a.s.

² This does not just concern an investment security in the meaning of the provision of Section 3 (1), a) of Act No. 254/2006 Coll., on Capital Market Business, as amended, but also any other security that does not meet the definition of the investment instrument according to the cited act.

602 00 Brno – Trnitá, to make the endorsement for the Assignor and endorse said Securities from the Assignor to the Assignee. The rule is that if the Security is endorsed to the Assignee by JUDr. Viktor Chytka under the power of attorney of the Assignor it means that JUDr. Viktor Chytka accepts the negotiated power of attorney. If the Securities are in immobilised or booked form, the Assignor undertakes immediately after concluding this Contract to instruct the Central Securities Depository or the depositor of the immobilised Securities to transfer booked or immobilised Securities to the Assignee's asset account maintained at the Central Securities Depository under no., or to change the registration of the ownership of the Securities at the depositor in favour of the Assignee. The Assignor grants power of attorney to the Assignee for the abovementioned transfer of booked or immobilised Securities to the ownership of the Assignee with the conclusion of this Contract, and under this power of attorney the Assignee shall be authorised to perform the necessary acts concerning the transfer of the Securities to it without the cooperation of the Assignor. The Assignee accepts such power of attorney with the conclusion of this Contract.

The Assignor also empowers and authorises the Assignee to perform all acts and actions leading to/directed at the payout of claims by the Debtor, i.e. release of funds provided by the Assignor to the Debtor, to the Assignee's bank account, also to take all actions with regard to any termination of contracts concluded with the Debtor, as well as raising objections to the invalidity of such contracts all at the discretion of the Assignee. The Assignee accepts such power of attorney with the conclusion of this Contract.

II

According to the provision of Section 1829 of the Civil Code, the Assignor is entitled to withdraw from this Contract within a deadline of 14 days as of the day of its conclusion in writing on paper delivered to the Assignee's registered office address. Once this deadline expires the Assignor is entitled to withdraw from this Contract by agreement between the parties.

In _____ on _____

In _____ on _____

Assignor

Assignee

Place for the verification of the signatures:

Agreement on Consideration for the Assignment of the Claim and Sale of Securities

name _____, d.o.b. _____, address _____
(name, surname) (date of birth) (street, no., postcode, city)
(hereinafter referred to as the "Assignor")

and

IFIS investiční fond, a.s., company ID: 24316717, registered office Čechyňská 419/14 a, 602 00 Brno, registered in the Commercial Register at the Regional Court in Brno, Section B, File 8086, represented by Patrik Knotek, member of the Board of Directors. (hereinafter referred to as the "Assignee")

I

The Assignor and Assignee declare that they have concluded a Contract on the Assignment of a Claim and Sale of a Security, the subject matter of which is the assignment of the claims of the Assignor to the Assignee, i.e. the claims against the company _____ from investment securities, which the Assignor acquired from the Debtor and which the Debtor did not settle as of the date of the conclusion of this Contract as well as the sale of these securities to the Assignee.

II

Further to Article 1 (4) of the Contract on the Assignment of a Claim, the Assignor and Assignee negotiate in this agreement **consideration** for the assignment of claims and sale of securities **in the amount of 90% of the recovered payment of the claims by the Debtor which shall be paid by the Assignee within 30 days at the latest after the date of recovery and actual collection of the claims to the above specified account of the Assignor:**

bank account number ³

maintained at

In case that the Assignee offers the Assignor shares of a selected legal entity after the conclusion of this agreement, the consideration for the assignment of the claims can be fully settled likewise by the transfer of the stated shares from the Assignee to the Assignor. The Assignor shall be entitled to make the choice of the manner of consideration in case that the Assignee makes an offer to the Assignor to acquire the shares, and once accepted and announced, the choice for the manner of consideration cannot be additionally changed without the consent of both parties.

III

This agreement comes into force and effect when concluded

In _____ on _____

In _____ on _____

Assignor

Assignee

³ The Assignor shall fill in this information by hand