

BASE PROSPECTUS FOR BONDS

UNIPRO CAPITAL A.S.

BOND PROGRAMME
IN THE MAXIMUM AMOUNT OF OUTSTANDING
BONDS OF EUR 40,000,000.
WITH A PROGRAMME DURATION OF 15
YEARS

The base prospectus was prepared as of 2 January 2024

TOMES & PARTNERS Ltd.

This document prepared by the Issuer constitutes the Base Prospectus (the “Prospectus”) and has been prepared pursuant to Articles 6 and 8 of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market and repealing Directive 2003/71/EC (the “Prospectus Regulation”), pursuant to Commission Delegated Regulation (EU) 2019/979 of 14 March 2019 amending the Prospectus Regulation as regards regulatory technical standards on key financial information in the summary of the prospectus, publication and classification of prospectuses, securities advertisements, amendments to the prospectus and the notification portal, and repealing Commission Delegated Regulation (EU) No. 382/2014 and Commission Delegated Regulation (EU) 2016/301 and pursuant to Annexes 6, 7, 14, 15 of Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 amending the Prospectus Regulation as regards the format, content, review and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market and repealing Commission Regulation (EC) No 809/2004 (hereinafter the “Delegated Prospectus Regulation”).

This Prospectus has been approved by decision of the National Bank of Slovakia No: 100-000-633-537 on file No.: NBS1-000-092-905 dated 18/1/2024 which entered into force on 19/1/2024 and is valid until 19/1/2025.

This Prospectus contains certain information set out in square brackets with the symbol “●” or which contains only a general description (or general principles or alternatives thereto). A slash symbol (“/”) then separates the variants of this information before and after the slash. A choice of options will be specified in the Final Conditions. If the symbol “●” appears in square brackets, the missing information will be added in the Final Conditions. This unknown information, at the moment of preparation of the Base Prospectus, concerning the Bonds shall be set out by the Issuer for each Issue in the Final Conditions (as defined below), which shall be drawn up and published in the form set out in Article 6 of the Base Prospectus “Form for Final Conditions”.

TOMES & PARTNERS Ltd.

Glossary of Terms

For the purposes of this Base Prospectus, the following terms have the meanings set out below:

“**Administrator**” means the Issuer;

“**Auditor**” means Jonák Audit, s.r.o., Národní 973/41, Staré Mesto, Prague 1, Postal Code 110 00 file. no. C 25446, registered at the Municipal Court in Prague, business ID No: 048 39 960, CACR licence No 566, or BDO Audit s.r.o., V parku 2316/12, 148 00 Prague 4, business ID No: 453 14,381, CACR licence No 018;

“**Close Person**” means (a) each natural person who is a member of the Issuer or a member of the statutory body, (b) each close person (within the meaning of the Civil Code) of such natural persons and (c) each legal entity controlled by a natural person or jointly controlled by more than one of the natural persons referred to in (a) and/or (b).

“**Central Depository**” means the company Centrálny depozitár cenných papierov SR, a.s., registered office: ul. 29. augusta 1/A, 814 80 Bratislava, Slovak Republic, registered in the Commercial Register maintained by the Bratislava I District Court, section: Sa, entry no.: 493/B;

“**Issue Date**” means the first date on which the Bonds of the relevant issue may be issued to the first purchaser;

“**Final Maturity Date**” means the due date in accordance with Article XI of the Final Conditions;

“**Yield Payment Date(s)**” means the dates on which yields will be payable in accordance with Article XI of the Final Conditions;

“**Early Maturity Date**” means the date on which the Bonds become repayable prior to maturity;

“**Payment Date**” means the date on which interest income is paid and the Face Value of the Bonds, or pro rata portion thereof, is redeemed;

“**Bond Programme**” means the total volume of Bonds issued;

“**Issue Price**” means 100% of the Face Value of a Bond;

“**SD**” means a Securities Dealer duly licensed by the NBS;

“**Eligible Person**” means the persons who are listed as the Bondholders or are registered with the Central Depository as the Bondholders;

“**Early Maturity**” means the date on which the Bonds become immediately due and payable in accordance with Article XIV and Article XII.III of the main part of the issue conditions and Article XIV.I of the main part of the issue conditions;

TOMES & PARTNERS Ltd.

“**Business Day**” means any calendar day (excluding Saturdays and Sundays) on which banks in the Slovak Republic are normally open to the public;

“**Last Bond Yield Period**” shall end on the Final Bond Maturity Date;

“**First Bond Yield Period**” shall commence on the Issue Date and each Yield Period thereafter on each date (including this date) immediately following the end of the preceding the Yield Period.

“**Face Value Redemption Record Date**” means the day 10 days preceding the Early Maturity Date of the Bonds or the Final Maturity Date of the Bonds;

“**Record Date**” means the day 10 days preceding the Yield Payment Date;

“**Interest Yield**” means the interest rate on the Bonds as set out in the Final Conditions;

“**Bondholder**” means a holder of the Bonds;

“**Yield Period**” commences on the Issue Date and ends on the Final Maturity Date of the Bonds;

“**Securities Act**” means Act No. 566/2001 Coll., on Securities and Investment Services, as amended;

“**Bond Act**” means Act No. 530/1990 Coll., on Bonds, as amended;

“**Act No. 7/2005 Coll.**” means the Act on Bankruptcy and Restructuring and on Amendments and Additions to Certain Acts, as amended.

TOMES & PARTNERS Ltd.

CONTENTS

1. GENERAL DESCRIPTION OF THE OFFER PROGRAMME	6
2. RISK FACTORS	8
3. IMPORTANT NOTICES	14
4. DETAILS OF THE BONDS OFFERED AND THE OFFER	17
5. COMMON CONDITIONS	20
6. FINAL CONDITIONS FORM	36
7. RESPONSIBLE PERSONS	40
8. AUTHORISED AUDITORS	41
9. INTEREST OF PERSONS PARTICIPATING IN THE ISSUE	41
10. REASONS FOR THE OFFER AND USE OF THE PROCEEDS	41
11. INFORMATION ABOUT THE ISSUER	41
12. TAXATION	50
13. ENFORCEMENT OF PRIVATE LAW CLAIMS AGAINST THE ISSUER	52
14. DATA INCORPORATED BY REFERENCE	54

TOMES & PARTNERS Ltd.

1. General description of the offer programme

The Issuer is entitled to issue individual Bond Issues from time to time under the Bond Programme, whereby the total face value of all outstanding Bonds issued under the Bond Programme may not exceed EUR 40,000,000.-- (in words: forty million Euros) at any time. The duration of the Bond Programme, during which the Issuer may issue individual Issues under the Bond Programme, is 5 (five) years. The Bond Programme was approved by the Issuer's statutory body on 1/5/2022.

The Issuer is entitled to redeem the Bonds early, under the conditions set out in Article XII.III of the main part of the issue conditions. Similarly, Bondholders are entitled to demand early redemption of the Bonds due to the Issuer's default under the terms of Article XIV.I of the main part of the issue conditions.

For each Bond Issue under the Bond Programme, the Issuer shall prepare Final Conditions. The relevant Final Conditions will in particular specify the Face Value and the number of Bonds constituting a given Issue, the Issue Date of the Bonds and the manner of their issue, the Interest Yield of the Bonds of a given Issue, the Payment Dates of the Interest Yields of the Bonds and the Face Value maturity date, as well as other specific conditions of the Bonds in a given Issue.

The Interest Yield on the Bonds will be fixed. The Bonds will therefore bear interest at the fixed rate set out in the Final Conditions.

The full Face Value of the Bonds will be redeemed in a single lump sum on the Final Maturity Date for the Bonds or, if applicable, the Early Maturity Date for the Bonds.

The Bonds will be issued as unsecured and unsubordinated.

The transferability of the Bonds is not limited in any way.

The Bonds will be issued as certificated or book-entry securities. Certificated securities will be to name. Book-entry securities will be registered in registered or bearer form.

Individual Bond Issues issued under the Bond Programme will be publicly offered for subscription in the Slovak Republic or other EU countries.

The Issuer will probably apply to the NBS for notification of approval of this Base Prospectus for other EU countries.

The Issuer will also offer the Bonds to investors abroad on the conditions under which such offering and placement is permitted under the relevant regulations in force in each country in which the Bonds are offered, i.e. under the conditions under which the Bonds may be offered in those countries without the need to prepare and have approved a prospectus.

The Bonds may be acquired by legal entities and natural persons with their registered office or residence in the Slovak Republic and abroad. The categories of potential investors to whom the securities

TOMES & PARTNERS Ltd.

will be offered may include both qualified and non-qualified, particularly retail, investors.

The minimum amount for which an individual subscriber will be entitled to subscribe for and purchase Bonds will be the Face Value of one Bond. The maximum amount for which an individual purchaser will be entitled to subscribe for Bonds will be limited to the estimated aggregate Face Value of the relevant Bond Issue.

Certificated Bonds shall be sent by the subscriber within 15 Business Days of the date on which the Bonds are validly and effectively subscribed to, through a postal service provider or, if requested by the investor, in person at the registered office of the Issuer.

In the event of a distance subscription contract, the Issuer is entitled to reduce the subscription orders for the Bonds at its discretion. The final Face Value of the Bonds allocated to each subscriber will be set out in a confirmation. If the subscriber has already paid to the credit of the bank account the Face Value of all Bonds originally requested in the order, any overpayment by the subscriber will be unblocked and, upon the subscriber's instruction, the Issuer will send back any overpayment without undue delay to the account from which the funds were sent. Trading in Bonds may not commence prior to such confirmation.

The detailed conditions of each issue issued pursuant to this Base Prospectus, including the period for redemption of the Bonds, will be set out in the Final Conditions.

The yield on an issue will be used to finance the Issuer's business activities. In the event that the Issuer fails to raise sufficient capital to finance its business activities from the subscription of the Bonds, the Issuer shall arrange for the refinancing with a bank loan or proceed to the early redemption of the Bond Issue.

The Issuer represents that the moneys received from the issue of the Bonds will not be pooled for the purpose of investment if the return on investment or the investor's profit is to depend, even in part, on the value or yield of the assets in which the moneys have been invested.

Neither the Issuer nor the Bonds have been assigned a financial rating by any rating agency, nor is it expected that the Issuer or the Bonds will be assigned a financial rating.

2. Risk factors

(a) Any person interested in purchasing the Bonds should read this Base Prospectus as a whole. The information provided by the Issuer in this section for consideration by prospective purchasers of the Bonds, as well as the other information set out in this Base Prospectus, should be carefully evaluated by any prospective purchaser of the Bonds before making a decision to invest in the Bonds. The purchase and holding of the Bonds involves a number of risks, of which the risks that the Issuer considers to be significant are set out later in this chapter.

(b) There are a number of risks associated with the acquisition and ownership of the Bonds, the description of which is dealt with in this Chapter 2. Prospective purchasers of the Bonds should be aware, however, that the description of the risk factors below is not a substitute for a professional analysis of the risks or an evaluation of the risks in light of the purchaser's individual circumstances. The provisions of this Base Prospectus also do not limit any rights or obligations under the issue conditions for the Bonds and do not constitute investment recommendations.

(c) Any decision by prospective purchasers to subscribe for and/or purchase the Bonds should be based on the information contained in this Base Prospectus and the Final Conditions and any amendment to this Base Prospectus, the conditions of the offer of the Bonds and, in particular, the prospective purchaser's own analysis of the merits and risks of an investment in the Bonds. The Issuer recommends that all prospective purchasers of the Bonds discuss their investment in the Bonds with their financial, tax and/or other professional advisors before making such investment.

2.1 Risk Factors Relating to the Issuer's Business

(a) There are certain risk factors relating to the assets, liabilities and financial condition of the Issuer which may affect its ability to meet its obligations under the Bonds. These risks arise from its business, the operation of its business or the market in which it operates. These risks include in particular:

2.1.1 Credit risk (high risk)

Represents the risk of losses that the Issuer may suffer due to non-payment of obligations by the Issuer's debtors. The Issuer is exposed to credit risk arising in the course of the Issuer's business. Credit risk thus represents the potential possibility of default by the Issuer's debtors. Credit risk is a material risk faced by the Issuer which may consequently affect the Issuer's ability to repay its obligations. As at 31 December 2022, the Issuer does not record any receivables.

2.1.2 Debt risk (high risk)

Debt/obligation volume risk means that as the Issuer's debt financing grows, the risk that the Issuer may default on its obligations under the Bonds issued by it grows. The Issuer's liabilities as at 30 June 2023 amount to CZK 65,151,000.

TOMES & PARTNERS Ltd.

2.1.3 Risks associated with the real estate market (high risk)

As the Issuer intends to invest in real estate and real estate projects (in the maturity horizon of the Bonds in real estate projects in the Slovak Republic and the Czech Republic), it is necessary to monitor the development of real estate prices in the aforementioned markets. The long-term trends and the current situation on the real estate market in Slovakia and the Czech Republic indicate that real estate prices will continue to grow. However, there are risks that could influence the Issuer's ability to meet its obligations under the Bonds issued as a result. These risks include in particular:

(a) The risk of low liquidity of real estate is that, unlike financial assets, the sale of real estate is a more complex and long-term affair, which may adversely affect the return on an investment in real estate, which may influence the Issuer's ability to pay its liabilities.

(b) The risk of damage to real estate and the need for sudden repairs means that in the event that real estate owned by the Issuer is significantly damaged as a result of a natural or any other unforeseeable event or the need for sudden repairs arises, it is not ruled out that the market value of such property may fall significantly, thereby limiting the ability to sell such property at the expected yield and thereby worsening the Issuer's economic situation.

(c) The risk of project failure means that the Issuer plans to enter into a variety of contractual relationships, partnerships, projects without the establishment of a company and with the establishment of a joint venture company. In the context of these complex relationships, it is possible that the partners in the project may disagree, which could lead to the failure of the activity in question and thus jeopardize the economic situation of the Issuer.

(d) The risk of poor property selection is that one of the Issuer's main activities will be real estate trading, development or construction, and the Issuer intends to search for suitable properties and projects for purchase, possible renovation and their subsequent sale or lease. The Issuer is dependent on overall trends on the real estate market in the Slovak Republic, which is influenced in particular by trends on the mortgage market (i.e. interest rates, banks' willingness to lend, requirements of applicants for a mortgage or other similar loan), the overall state of the economy in the Slovak Republic, and trends in employment. These facts could adversely affect the Issuer's overall financial position. In the event of low interest, the Issuer may be forced to reduce the asking rent or sale price of the property. Long-term vacancy of the property, failure to achieve the planned sales price of the subject property may affect the profitability of the development project in the long term, which may adversely affect the economic situation of the Issuer.

One of the Issuer's contemplated investment plans is the purchase of land available for development. In particular, the following risks are associated with this contemplated activity:

(e) The risk associated with property development is that property development is a significantly long-term process. There is a period of at least two to three years between the start of project preparation, completion and handover

TOMES & PARTNERS Ltd.

of the final product to the new owner, when unexpected changes in the real estate market can occur. Although the Issuer intends to take into account the available analyses of the real estate market trends in the future project preparation and will consistently try to take into account possible future risks, the possibility of e.g. a wrong estimation of demand trends in a given market segment or an overestimation of the price of the projected properties cannot be completely excluded. These facts can then negatively affect the overall success of a development project. In the event of a poor market outlook, the Issuer may lose a substantial portion of its profits, which may ultimately have an adverse impact on the Issuer's ability to meet its obligations under the Bonds.

(f) The risk associated with the location of development projects stems from the fact that the value of the property depends to a large extent on the chosen location. This applies in particular to situations where unforeseeable facts are subsequently discovered in a given location. This is, for example, the situation where sites of historical value or remains are discovered on the site of a development project and these facts prevent the Issuer from commencing, proceeding with or completing construction in the regular or anticipated time frame.

The risk of non-issuance or loss of public permits and lack of utilities is that the success of the development project is conditional on the Issuer obtaining the necessary legally valid public permits, in particular the relevant zoning permit and building permit, for the project in question in the future and that these permits will not be withdrawn from the Issuer. A prerequisite for the success of a development project is also the fact that there will be sufficient capacity of utilities on the respective land intended for construction. If the above assumptions are not met, this may result in a negative impact on the Issuer's financial and economic situation, its business and its ability to pay its debts under the Bonds.

2.1.4 Risks associated with waste management project (high risk)

The overall riskiness of the Issuer's business in this field is also determined by the technology used by the Issuer, which cannot be regarded with absolute certainty as sufficiently profitable. The Issuer's activities involve risks of negative fluctuations in the yield of this project, which could, as a result, influence the Issuer's ability to meet its obligations under the Bonds issued. These risks include in particular:

- (a) Risk of shortage of input raw materials: A shortage of used tyres on the market or a negative economic fluctuation in the construction sector, which would also be negatively reflected in a decline in demand for cement plant products. The functioning of the project is dependent on a regular supply of used tyres, which must be delivered in sufficient quantities to a specific location. Any unsuitable location of the Issuer's technology or any disruptions in the supply of used tyres due to shortages or due to poor functioning or repairs and upgrades of infrastructure may have a significant influence on the profitability of the Issuer's project and, therefore, the ability to pay the obligations under the Bonds.
- (b) Technology location risk: The choice of the location of the technology is absolutely crucial for the Issuer, when, in particular, the appropriate location and the correct logistical set-up of the project can have a very significant impact on its efficiency and profitability.

TOMES & PARTNERS Ltd.

(c) Risk of not being able to find a suitable customer: It is important for the success of the Issuer's project to find suitable buyers, i.e. cement plants, which will be interested in the Issuer's project and which will also be suitable for the effective implementation of the project. The Issuer may also encounter a problem in its business in the form of low interest in its technology or a different preference of cement plants in relation to the heat sources used. The risk to the profitability of the Issuer's project is primarily posed by the potential inability to find a suitable customer willing to use the Issuer's technology. This risk is compounded by the fact that the Issuer's technology is only suitable for a limited range of customers, i.e. cement plants and, in the future, lime plants. Thus, developments in the construction industry will also be important for the success of the Issuer's project. A potential major downturn in the construction industry could then also negatively affect the profitability of the Issuer's project, as it could make it more difficult to find a suitable customer or reduce the utilisation rate of the Issuer's already installed project.

(d) Risk of damage to technology: In order for the Issuer's project to function properly and be profitable, it is necessary that the technologies used are fully operational and that there are no major outages. An accident that damages the Issuer's machinery, equipment or technology may trigger the need for repairs and/or compensation for damages that may not be covered by the Issuer's insurance. The Issuer will endeavour to minimise this risk by establishing and maintaining appropriate insurances for various accidents or operational failures. However, even then, it cannot be completely ruled out that certain problem situations will not be covered or will be fully or partially excluded from the insurance. The aforementioned technology impairments may then, especially in a situation where they are not covered by insurance, adversely affect the Issuer's economic result and thus its ability to pay its obligations under the Bonds.

(e) Risk of environmental impact: The Issuer's activities will have both positive and negative impacts on the environment. Negative impacts on the environment and the population may be caused by the increased volume of transport of used tyres to the plant site and the transport of pyrolysis products to their customers. The further negative impact of the proposed activity in terms of carbon emissions to air from the combustion of pyrolysis gas will be reduced by filtering the pyrolysis gas prior to combustion and by optimal selection of equipment with adequate capacity for this purpose. The pyrolysis gas contains about 50 % hydrogen, which is converted to water vapour in the oxidation process and is completely harmless from an ecological point of view. The process of pyrolysis of used tyres produces pyrolytic carbon, which is distributed to the customer for further processing, while the separated metal from the pyrolytic carbon will be destined for further use as a secondary raw material. Another by-product of pyrolysis in the form of pyrolysis oil is technologically isolated from the environment. Possible future regulatory changes in the field of environmental protection may necessitate additional costs for the operation of facilities using the technology in order to ensure compliance with relevant environmental legislation and to avoid possible penalties. In relation to the permit for the operation of the above technology, it is an indisputable advantage that cement plants usually have the highest level of environmental impact assessment (EIA) permits. Therefore, the Issuer considers the risk that the operation of this new technology will not be permitted to be low.

TOMES & PARTNERS Ltd.

(f) Risk of low technology efficiency: In particular, there may be a technological risk where the installed tyre pyrolysis technology would not achieve the efficiency required by the operational needs of the cement plant. Such risk can only be verified and assessed once the technology has been constructed in the intended volume and installed in the first cement plant.

(g) Risk of non-acquisition of the Issuer's licence rights: Unless and until there is a proper contractual transfer of the technology licence rights and their acquisition by the Issuer upon completion of the development of the technology financed by the Issuer, there is a risk that the Issuer will not be entitled to independently carry out the intended business activities. This situation may have a significant negative impact on the Issuer's economic result and thus on its ability to pay its obligations under the Bonds.

2.1.5 Risk of low demand due to the military conflict in Ukraine (medium risk)

(a) The impact of the current (2023) military conflict in Ukraine is leading to rising energy prices and associated rising inflation. If this situation continues for a longer period of time, it may result in a decreasing demand for real estate, which will have an impact on the price of real estate and its liquidity. The lack of demand for real estate and the decline in real estate prices may materially adversely affect the Issuer's real estate business as a whole.

2.1.6 Issuer not rated (low risk)

(a) The Issuer has not been rated by any rating agency up to the date of the Prospectus. It cannot be ruled out that the Issuer will not face higher costs or worse conditions in the future in obtaining external sources of financing for its needs compared to market entities that have been rated. As at the date of this Prospectus, the Issuer does not intend to apply for a rating.

2.1.7 Risk of loss of key personnel (low risk)

(a) The departure of a statutory director or managers or key employees of the Issuer and the inability to find and retain qualified employees may adversely affect the Issuer. The Issuer cannot guarantee that it will be able to retain and motivate these key persons. Their potential loss could adversely affect the Issuer's business, results of operations and financial condition. Currently, the Issuer does not have any such employees.

2.2 Risk Factors Relating to the Bonds

There are certain risk factors relating to the Bonds which arise both from the nature of the Bonds themselves as a type of security and from the characteristics of these particular Bonds.

2.2.1 Risk of early redemption of the Bonds (*low risk*)

(a) The Issuer has the right to redeem the Bonds early (i.e. before their maturity date). If the Issuer decides to exercise this right, the Bondholder will receive only the principal and interest income

TOMES & PARTNERS Ltd.

for the income periods up to the date of early redemption of the Bonds, i.e. it loses the right to interest income for the income periods following the date of early redemption of the Bonds. In other words, the Bondholder faces the risk that the aggregate of the realised Interest Yields on the Bond will be less than the expected aggregate Interest Yields.

(b) A similar risk shall be borne by the Bondholder in the event that the Bondholder him/her/itself requests early redemption of the Bonds, if the Final Conditions of a particular issue so permit. Upon request for early redemption in accordance with the Issue Conditions, the Bondholder will not be paid the pro rata yield of the Bond for the period since the last completed Yield Period. At the same time, the Interest Yield will be reduced by an early redemption fee if so determined by the Final Conditions.

2.2.2 Risk of inflation (*low risk*)

Inflation may affect the potential yields on an investment in the Bonds. Inflation reduces the value of the currency and thus negatively affects the eventual real return on an investment.

2.2.3 Fixed interest rate risk (*low risk*)

The Issuer will issue the Bonds with a fixed interest rate that will be valid until the final maturity of the Bonds. A situation may arise where, due to inflation, the interest rate will be below its amount, which will lead to a depreciation of the investment in the Bonds.

2.2.4 Risk of low liquidity of the Bonds (*low risk*)

A Bondholder selling Bonds prior to the Final Maturity Date of the Bonds may encounter low demand for such Bonds, which may prolong the actual sale of such Bonds.

3. Important notices

(a) The Bonds are issued under the law of the Slovak Republic.

(b) This Base Prospectus must be read as a whole, and the Issuer has taken all reasonable care that may reasonably be required of it to ensure that the information set out below is correct and complete, for which it is responsible in accordance with applicable law.

(c) The Prospectus has been approved by the NBS as the competent authority under Regulation (EU) 2017/1129; the NBS only approves this Prospectus as a document that meets the standards of completeness, clarity and consistency set out in Regulation (EU) 2017/1129; such approval should not be considered as an endorsement of the Issuer that is the subject of this Prospectus.

(d) The distribution of this Base Prospectus and the offer, sale or purchase of the Bonds are restricted by law in certain countries. The Issuer urges all persons into whose possession this Prospectus comes to be informed of the relevant restrictions and to observe them. In particular, the Bonds will not be registered under the United States Securities Act of 1933 and may not be offered, sold or transferred within the United States or to persons who are residents of the United States except pursuant to an exemption from registration under the Act or in a transaction not subject to such registration. Persons into whose possession this Base Prospectus comes are responsible for compliance with the restrictions applicable in each country to the offer, purchase or sale of the Bonds or the possession and distribution of any materials relating to the Bonds.

(e) Each prospective purchaser of the Bonds is solely responsible for ensuring that the sale or purchase of the Bonds is made in accordance with the applicable law of the relevant jurisdiction.

(f) Prospective purchasers of the Bonds should rely solely on their own analysis of the factors set forth in this prospectus and on their own legal, tax and other professional advisors. Purchasers of the Bonds, especially foreign purchasers, are advised to discuss with their legal and other advisors the provisions of the relevant legislation, in particular the foreign exchange and tax regulations of the Slovak Republic, the countries of which they are residents and other relevant countries, as well as any relevant international agreements and their impact on a particular investment decision.

(g) Bondholders, including any foreign investors, are urged to keep themselves informed of all laws and regulations governing the holding of the Bonds, as well as the sale of the Bonds abroad or the purchase of the Bonds from abroad, and any other transactions in the Bonds, and to comply with such laws and regulations.

(h) Any assumptions or projections concerning future trends in the Issuer, its financial condition, business or market position should not be regarded as a representation or binding promise by the Issuer concerning future events or results because such future events or results depend in whole or in part on circumstances and events beyond the Issuer's direct or complete control. Prospective purchasers of the Bonds should perform their own analysis of any trends or projections set forth in this Base

TOMES & PARTNERS Ltd.

Prospectus, conduct further separate investigations, as appropriate, and base their investment decisions on the results of such separate analyses and investigations.

(i) The obligations under the Bonds are the sole responsibility of the Issuer, no third party is responsible for the performance of the obligations under the Bonds or is in any way liable for the performance of the obligations under the Bonds. The obligations of the Issuer, including obligations arising from the Bonds, are not guaranteed or otherwise secured by the Slovak Republic or any of its institutions, ministries or other governmental or local government bodies.

(j) The information contained in Chapters 12 “Taxation and Exchange Regulation in the Slovak Republic” and 13 “Enforcement of Private Law Obligations to the Issuer” is provided as general information only and has been obtained from publicly available sources which have not been further analysed or independently verified by the Issuer. Prospective purchasers of the Bonds should rely solely on their own analysis of the factors set forth in these sections and on their own legal, tax and other professional advisors. Prospective purchasers of the Bonds, especially foreign purchasers, are advised to discuss with their legal and other professional advisors the provisions of the relevant legislation, in particular the foreign exchange and tax legislation of the Slovak Republic, the countries of which they are residents and other relevant countries whose legislation may be relevant from the point of view of the prospective purchasers or the Bonds, as well as any relevant international agreements and their impact on specific investment decisions.

(k) Unless otherwise stated below, all financial data of the Issuer shall be based on Slovak Accounting Regulations. Certain values in this Base Prospectus may be adjusted by rounding. This means, among other things, that the values given for the same item may differ slightly in different places and the values given as sums of some values may not be the arithmetic sum of the values on which they are based.

(l) If this Base Prospectus is translated into another language, in the event of any inconsistency between the text of the Base Prospectus in the Slovak language and the text of the Base Prospectus in another language, the text of the Base Prospectus in the Slovak language shall prevail.

(m) Definitions set out in any part of this Base Prospectus shall apply to other parts of this Base Prospectus, and definitions set out by the words “hereinafter referred to as” or by analogy shall also apply to earlier parts of this Base Prospectus.

(n) General notices to investors

- A prospective investor in the Bonds must make its own assessment of the suitability of an investment in the Bonds according to its individual circumstances. Above all, every investor should:*
- have sufficient knowledge and experience to evaluate the Bonds, the benefits and risks of an investment in the Bonds and to evaluate the information contained in this Base Prospectus or any amendment thereto;*

TOMES & PARTNERS Ltd.

- *have knowledge of and access to appropriate valuation analytical tools, always in the context of their particular financial circumstances, their investment in the Bonds and their impact on their investments and/or their overall investment portfolio;*
- *have sufficient funds and liquidity to be prepared to bear all the risks of an investment in the Bonds.*

TOMES & PARTNERS Ltd.

4. Details of the Bonds offered and the offer

4.1 Legislation under which the Bonds were created

(a) The issue of the Bonds is governed by applicable legal regulations, in particular the Bonds Act, and in accordance with the Securities Act.

4.2 Risk Factors Relating to the Bonds

(a) All risk factors relating to the Bonds are set out in Article 2 of this Base Prospectus, together with the risk factors relating to the Issuer, under the heading “Risk Factors”.

4.3 Description of other rights associated with the Bonds and the Offer

4.3.1 Description of other rights associated with the Bonds

(a) The rights associated with the Bonds may be exercised in relation to the Issuer by the person listed in the list of owners maintained by the Issuer (or by the person listed in the relevant book-entry securities register of the Central Depository), unless otherwise provided by law. The transferability of the Bonds will not be restricted.

(b) The Issuer shall make an entry of the change of a Bondholder in the list of Bondholders upon notification in accordance with the Issue Conditions. The Issuer shall be obliged to make such change immediately upon being shown such change. In the case of book-entry securities, the Central Depository shall similarly register the change of the Bondholder in the relevant register in accordance with the technical possibilities of such registration.

(c) Any person acquiring Bonds will be deemed to have represented and agreed that such a person understands all relevant restrictions imposed on him or her by the Issue Conditions unless he or she notifies the Issuer of the transfer of the Bond.

4.3.2 Other conditions of the public offering of the Bonds

(a) Bonds may be acquired by legal entities and natural persons with their registered office or residence in the Slovak Republic or abroad. Prospective purchasers of the Bonds are expected to be “approached” by oral notice in person, in writing and/or by telephone by the Issuer. The categories of potential investors to whom the securities are offered are not limited in any way.

(b) For all written orders for Bonds, the maximum number of Bonds per applicant is limited only by the maximum size of the Issue. The minimum number is limited only by the price of one Bond. If the Issuer is unable to satisfy an order for Bonds due to the total volume of the Issue being reached, the Issuer shall reject an order in the unsatisfied part. An applicant will be notified of the rejection of an order and any overpayment will be

TOMES & PARTNERS Ltd.

refunded to it within three Business Days, to the account from which the payment was made. Orders previously delivered to the Issuer shall have priority in satisfaction.

(c) The Purchase Price shall be paid by the subscriber to the Issuer within five (5) days from the date of bilateral signing of the order form or the bond subscription contract. A Bond will not be issued (or credited to the holder's account in the case of book-entry Bonds) until the Issuer has received payment of the Purchase Price. Certificated Bonds shall be handed over to the subscribers not later than 15 (fifteen) days after the date of payment of their purchase price to the Issuer by indicating the Bondholder and by handing over the Bond in person at the Issuer's registered office on Business Days from 09:00 to 16:00 or by postal service, if requested by the subscriber. The Issuer shall notify the subscriber in writing that the Bonds are ready for collection. In the case of book-entry Bonds, the Issuer shall ensure that the Bonds are credited to the relevant subscriber's account no later than fifteen (15) days after the date of payment of their purchase price to the Issuer.

(d) The specific conditions of payment of the Issue Price (purchase price) of a Bond are set out in the Base Prospectus. The Purchase Price shall be paid only by wire transfer to the Issuer's account.

(e) No costs will be charged to the purchasers/investors by the Issuer.

(f) The Issuer has not established nor plans to establish an investor representative organisation.

(g) The Issuer shall, in relation to each specific Issue, publish the results of the Offer via the Issuer's website www.uniprocapital.cz in the section "Bonds", the Issuer shall also send the results upon request by e-mail after the Publication Date or make them available at the Issuer's registered office: Šumavská 519/35, Veveří, 602 00 Brno, Czech Republic or at the Issuer's branch at the address Suché Mýto 1, 811 03 Bratislava on working days between 09:00 and 16:00 local time.

(h) The rights associated with the Bond Issue, including any restrictions and the procedure for exercising such rights, are derived from the main part of the Issue Conditions (see Chapter 5 of this Base Prospectus) in conjunction with the Final Conditions (see Chapter 6 of this Base Prospectus) and from the applicable law.

4.4 Restrictions on the sale of the Bonds

(a) A public offering of the Bonds may be made only if the Final Conditions and this Base Prospectus (including any amendments thereto) approved by the NBS are published no later than at the commencement of such public offering.

(b) Any person acquiring any Bonds shall be deemed to have represented and agreed that (i) such person is aware of all relevant restrictions on the offer and sale of the Bonds, in particular in the Slovak Republic, which apply to it and the relevant method of offer or sale, and (ii) such a person shall not offer for sale or resell the Bonds without compliance with all applicable restrictions applicable to such person and the relevant method of offer and sale and (iii) before

TOMES & PARTNERS Ltd.

offering or reselling the Bonds, such person will inform potential purchasers that further offers or sales of the Bonds may be subject to legal restrictions in various states which must be complied with.

5. JOINT CONDITIONS

These Joint Conditions contain information which is common to all Issues issued under the Bond Programme and this Prospectus.

For the purposes of this Article 5, the term “Bonds” means only the Bonds of the relevant Issue and is not to be construed to include all Bonds issued from time to time or repeatedly issued by the Issuer under the Programme, which are referred to in this section generally as “Bonds issued under the Programme.”

5.1 Securities Data

This article 5.1 of the Joint Conditions in conjunction with the Final Conditions supersedes the conditions of the relevant Issue (hereinafter jointly referred to as the “Conditions”). For the sake of clarity, the individual articles of the Conditions are numbered separately.

I. BOND ISSUER, LEGISLATION AND APPROVALS

I.I. The Bonds are issued by UNIPRO Capital a.s. with registered office at Šumavská 519/35, Veverí, 602 00 Brno, Czech Republic, ID No. 07717610, LEI 3157002ET5519GVO9637, registered in the Commercial Register maintained by the Regional Court in Brno under No. B 8080 with branch at address Suché Mýto 1, 811 03 Bratislava (hereinafter referred to as the “Issuer”) in accordance with Act No. 530/1990 Coll. on Bonds, as amended, and in accordance with Act No. 566/2001 Coll. on Securities and Investment Services and on Amendments and Supplements to Certain Acts, as amended (hereinafter referred to as the Bonds and each individual issue of the Bonds referred to as the Issue).

I.II. The Bonds are issued under a bond offering programme of up to EUR 40,000,000 within the meaning of Article 8 of the Prospectus Regulation (the “Programme”). The Programme was approved by a resolution of the Issuer's statutory body dated 1/5/2022. Approval by any other body of the Issuer is not required.

TOMES & PARTNERS Ltd.

II. TYPE OF SECURITY, NAME, TOTAL FACE VALUE AND ISSUE PRICE

II.I. The Bond is a type of security. The bond is not a secured bond.

II.II. The name of the Bonds is [●].

II.III. The total Face Value of the Issue, and therefore the highest sum of the Face Values of the Bonds to be issued, is up to [Total Issue Amount] (hereinafter the "Total Issue Amount"). The Face Value of each Bond will be [Face Value] (hereinafter the "Face Value"). The total number of Bonds issued will be no more than [Total Number of Bonds].

II.IV. The ISIN of the Bonds is [●].

II.V. The FISN of the Bonds is [●].

II.VI. The CFI of the Bonds is [●].

II.VII. The Bonds will be issued in EUR.

II.VIII. The Issue Price (hereinafter "Issue Price") of the Bonds on each issue date will be 100% of the Face Value. The Issue Price after the issue date will be calculated as 100% of the Face Value of the Bonds plus the interest accrued on the Bonds for the relevant Yield Period (to the date of the Subscription Contract).

II. IX. For the purposes of calculating the Issue Price (as well as other calculations - for example, the yield under the Conditions), a year will be deemed to comprise 360 days divided into 12 months of 30 calendar days each, with the number of days actually elapsed in the case of an incomplete month (the "BCK Standard 30E/360 Convention").

Calculation formula:

$$t_{(30/360)} = 360 \cdot (R2 - R1) + 30 \cdot (M2 - M1) + (D2 - D1)$$

Where:

D...day -> D1 = start date, D2 = end date

M...month -> M1 = start month, M2 = end month

Y...year-> Y1 = start year, Y2 = end year

III. FORM, TYPE AND MANNER OF ISSUE OF THE BONDS

III.I. The Bonds shall be issued in the form of [book-entry; the central register of the Bonds shall be kept by the Central Depository/certificated; the list of Bondholders shall be kept by the Administrator].

III.II. The Bonds shall be issued as the type of [bearer form; book-entry form of the Bonds/registered form; book-entry form of the Bonds/registered form; certificated form of the Bonds].

TOMES & PARTNERS Ltd.

III.III. The issue date of each issue of Bonds and the Subscription Period for the issue of Bonds will be set out in the relevant Final Conditions.

For the purposes of the Conditions, “Issue Date” means the date indicating the first day on which Bonds of the relevant issue may be issued to the first purchaser and which is set out in the relevant Final Conditions and “Bond Issue Subscription Period” means the Bond Issue Subscription Period set out in the relevant Final Conditions.

If the Issuer does not issue all of the Bonds within the Bond Issue Subscription Period, it may issue the remaining Bonds, if any, after the Bond Issue Subscription Period during an additional Bond Issue Subscription Period, which the Issuer may determine and publish in accordance with applicable law on its website in the same manner as the Final Conditions are published, if applicable. For this purpose, the Issuer is required to update the Final Conditions with a new deadline for subscription to the Bonds (the “Updated Final Conditions”).

The Issuer is entitled to issue the Bonds in a phased manner in tranches, both during the Bond Issue Subscription Period and during an Additional Bond Issue Subscription Period (if an Additional Bond Issue Subscription Period is determined by the Issuer).

The Issuer shall be entitled to designate an Additional Bond Issue Subscription Period repeatedly, and shall always proceed in such a way that any such Additional Bond Issue Subscription Period shall expire no later than on the day immediately preceding the Final Maturity Date for the Bonds of the relevant issue.

IV. BONDHOLDERS

IV.I. The first holder of a certificated Bond (subscriber) acquires the Bond by entering into a written subscription contract with the Issuer or, if the contract is entered into remotely, by signing and delivering to the Issuer an order form with a request to subscribe for the Bond. Only when the Issuer subsequently signs the contract is the subscription contract for the Bond concluded. Contracts will be entered into in the order in which individual interested parties contact the Issuer. There is no criterion for the allocation of the Bonds other than time priority. The subscriber shall pay the Face Value of the Bond to the Issuer within five (5) days from the date of execution of the subscription contract. A Bond will not be issued until the Issuer has received payment.

Subsequently, the Bond is subscribed to the first holder by him/her filling in his/her details on the Bond and handing it over. The Bonds shall be handed over no later than fifteen (15) Business Days after the date on which the Bonds are validly and effectively subscribed to, through a postal service provider or, if requested by the Subscriber, in person at the Issuer’s registered office.

IV.II. The first holder of a certificated Bond (subscriber) acquires the Bond by entering into a written subscription contract with the Issuer or, if the contract is entered into remotely, by signing and delivering to the Issuer an order form with a request to subscribe for the Bond. Subsequently, the Issuer signs the contract and sends it to the interested party. Contracts will be entered into in the order in which individual interested parties contact the Issuer. There is no allocation criterion

TOMES & PARTNERS Ltd.

for Bonds other than time priority. The subscriber shall pay the Face Value of the Bond to the Issuer within five (5) days from the date of execution of the subscription contract.

Acquisition of certificated Bonds is effected by registration of such transfer on the holder's account in the Central Depository in accordance with applicable laws and the regulations of the Central Depository within fifteen (15) Business Days of the date on which the Bonds were validly and effectively subscribed.

V. TRANSFERABILITY OF BONDS

V.I. The transferability of the Bonds is not limited.

VI. RIGHTS ASSOCIATED WITH BONDS

VI.I. In particular, a holder shall have the right to receive payment of the Face Value, the right to attend and vote at the Meeting (as that term is defined below) in accordance with the Conditions and such other rights as may be provided for in the Conditions.

VI.II. The rights associated with the Bonds are not limited, except for (i) limitations arising from legal provisions relating to the rights of creditors in general, in particular pursuant to the relevant provisions of Act No. 7/2005 Coll., on Bankruptcy and Restructuring, as amended (hereinafter the "Bankruptcy Act") and (ii) rights that are subject to the Meeting's approval in accordance with the Conditions and the Bond Act.

VI.III. No pre-emption or exchange rights are associated with the Bonds.

VII. STATUS OF ISSUER'S LIABILITIES

VII.I. The Obligations under the Bonds shall constitute direct, general, unsecured, unconditional and unsubordinated obligations of the Issuer which shall rank pari passu with each other and shall at all times rank pari passu with each other and at least pari passu with all other present and future direct obligations, general, unsecured, unconditional and unsubordinated obligations of the Issuer, except for those obligations of the Issuer so provided by mandatory provision of law. The Issuer undertakes to treat all holders on equal terms.

VII.II. Notwithstanding the foregoing, any claim under the Bonds against the Issuer where the creditor is or, at any time during the existence of the claim, was a person who is or, at any time since the claim arose, was a related person of the Issuer within the meaning of section 9 of the Bankruptcy Act, shall be subordinated under the Bankruptcy Act. This does not apply to claims of a creditor who is not related to the bankrupt and did not know and, even with the exercise of professional diligence, could not have known at the time of acquiring the related claim that he was acquiring a related claim. It is assumed that the creditor of a claim under a Bond acquired on the basis of a trade on a regulated market, multilateral trading facility or similar foreign organised market was not aware of the relatedness of the claim.

TOMES & PARTNERS Ltd.

VII. ISSUER'S DECLARATIONS AND UNDERTAKING

The Issuer represents that it owes the Face Value to the Bondholders and undertakes to repay the Face Value to the Bondholders in accordance with the Conditions.

IX. NEGATIVE LIABILITIES OF THE ISSUER

IX.I. Limitation of transformations

The Issuer shall not participate in any merger, amalgamation, division, change of legal form, acquire an interest in any other legal entity or sell, contribute to the share capital of any other company or otherwise transfer or dispose of its business.

IX.II. Restrictions on transactions with close persons

The Issuer will not enter into any transaction with any Close Person which involves the disposal of the Issuer's assets on terms other than in the ordinary course of business, nor will the Issuer enter into any such transaction which, by its nature, purpose or risk, would not be entered into with any person other than a Close Person.

X. INFORMATION OBLIGATION OF THE ISSUER

X.I. The Issuer shall submit to the Bondholders without delay, but in any event not later than 30 April in each calendar year, its properly audited standalone financial statements prepared as at the last day of the accounting period for the Issuer's immediately preceding accounting period.

XI. INTEREST YIELD ON BONDS

XI.I. Interest method

Bonds issued under this Bond Programme will bear interest at a fixed rate as set out in the relevant Final Conditions.

The individual Bonds subscribed shall bear interest from the Issue Date [●] to (i) the Final Maturity Date [●] (inclusive), up to and including (ii) the date specified by the Issuer as the Early Maturity Date for the Bonds in a notification pursuant to Article XII.III of the Conditions (inclusive).

The First Bond Yield Period shall commence on the Issue Date and each Yield Period thereafter on each date (including such date) immediately following the end of the preceding the Yield Period. The Last Bond Yield Period shall end on the Final Maturity Date (inclusive), the Early Maturity Date for the Bonds specified by the Issuer in a notice pursuant to Article XII.III of the Conditions (inclusive) or the Early Maturity Date for the Bonds (inclusive), whichever is earlier (hereinafter the "Yield Period").

The amount of Interest Yield attributable to one Bond for each period of one (1) calendar year shall be determined as the multiple of the Face Value of such Bond and the interest rate set out in the applicable Final Conditions (expressed as a decimal). In calculating the interest yield on a Bond for a period of less than one calendar year, it shall be assumed that one year contains 360 (three hundred and sixty) days divided into 12 (twelve)

TOMES & PARTNERS Ltd.

months of 30 (thirty) days each, and in the case of an incomplete month, the number of days of the Yield Period actually elapsed (expressed as a decimal number) and the relevant fraction of days calculated according to the convention for calculating interest set out in this article shall be applied.

In calculating the Interest Yield on each individual Bond for each Yield Period, such yield shall be mathematically rounded to the hundredths (i.e. to whole euro cents), in accordance with the third decimal place. The total amount of the yield on all the Bonds paid to one Bondholder shall be rounded off mathematically to the hundredths (i.e. to whole euro cents), in accordance with the third decimal place.

The Interest Yield on the Bonds shall be paid in each case no later than the fifteenth (15th) day of the calendar month immediately following the immediately preceding Yield Period (hereinafter the "Interest Payment Date"). Date(s) of payment of Interest Yields [●].

The right to payment of the Interest Yield on the Bonds for the relevant Yield Period shall be vested in the person who is registered as the Bondholder in the list of Bondholders maintained in accordance with the Issue Conditions, always 10 calendar days before the last day of the relevant Yield Period.

The right to the Interest Yield on a Bond cannot be separated from the Bond.

The Issuer maintains a list of Bondholders in certificated form. A list of holders of Bonds in book-entry form is maintained by the Central Depository.

XII. MATURITY AND REDEMPTION OF BONDS

XII.I. Final redemption

(a) Unless the Bonds are redeemed prior to maturity or purchased by the Issuer and extinguished in the manner set out below, the full Face Value of the Bonds shall be redeemed in one lump sum on the Final Maturity Date of the Bonds as such date is designated in the relevant Final Conditions (hereinafter the "Final Maturity Date"), in accordance with Article XI of main part of the Conditions.

(b) The Bondholder shall not be entitled to request early redemption of the Bonds prior to the Final Maturity Date with the exception of early redemption of the Bonds pursuant to Section XIV, below.

XII.II. Redemption of Bonds

(a) The Issuer may at any time redeem any amount of the Bonds on the market at any price.

(b) Bonds purchased by the Issuer shall not be extinguished and it shall be at the discretion of the Issuer whether to hold them in the Issuer's possession and, if applicable, to resell them or, by notice to the Administrator, to make them redeemable prior to maturity on the date specified in such notice. On that date, the rights and obligations under the Bonds shall cease without further ado by virtue of the merger of the rights and obligations (liabilities) in a single person.

TOMES & PARTNERS Ltd.

XII.III. Possibility of early redemption of the Bonds at the option of the Issuer

(a) For the first time on the second anniversary of the Issue Date and on the last day of each month thereafter until the Final Maturity Date, the Issuer may, by written notice to the Bondholders, determine that all (but not only some) of the Bonds shall become due and payable prior to maturity. Each date so fixed shall be an Early Maturity Date at the option of the Issuer. A notification must be made no later than 40 days prior to the relevant Early Maturity Date at the option of the Issuer.

(b) Any determination of an Early Maturity Date at the option of the Issuer shall be irrevocable and shall be subject to the convention of a Business Day (should such Early Maturity Date fall on a day which is not a Business Day, such Early Maturity Date shall, at the option of the Issuer, fall on such a Business Day which is the nearest succeeding Business Day).

(c) The Issuer shall, at the option of the Issuer, repay to the Bondholder on the Early Maturity Date the Face Value of each Bond, as adjusted as agreed in this clause below. The yield on the Bonds in the event of early redemption shall be calculated as the difference between the Face Value and the Issue Price and, if early redemption occurs, it shall mean that the Bondholder has provided financing to the Issuer for a shorter period than that assumed for the purposes of calculating the Issue Price and determining the yield on the Bonds as the difference between the Issue Price and the Face Value on the assumed Final Maturity Date. Accordingly, the amount that the Issuer will be required to pay to Bondholders on the Early Maturity Date at the option of the Issuer (hereinafter the "Discounted Value") will be inclusive of the yield reduction and will be calculated in accordance with the formula set out in Article II.IX of the Conditions, with the remaining maturity to be determined as the number of days from the Early Maturity Date at the option of the Issuer to the Final Maturity Date in accordance with BCK Standard Convention 30E/360 divided by 360.

XII.IV. Presumption of redemption

If the Issuer pays to the Administrator the amount of the Face Value of each of the Bonds payable under the Conditions, all obligations of the Issuer under the Bonds to pay such amounts shall be deemed to have been fully discharged for the purposes of the Conditions on the date on which the relevant amounts are credited to the relevant account of the Administrator.

XIII. METHOD, DATE AND PLACE OF REDEMPTION

XIII.I. Obligation of the Issuer

The Issuer undertakes to pay interest and repay the Face Value of the Bonds exclusively in EUR. Interest yields will be paid and the Face Value of the Bonds will be repaid to the holders of the Bonds under the Conditions set out in these Issue Conditions and the tax, exchange and other relevant laws of the Slovak Republic in force and in effect at the time of the relevant payment and in accordance with them.

XIII.II. Payment Date

Payments of Interest Yield and repayments of the Face Value of the Bonds or a pro rata part thereof, in the event of Early Maturity calculated according to the formula set out in Article II.IX of the Conditions, shall be effected through the Issuer on the dates specified in these Issue Conditions (each such date hereinafter an "Interest Payment Date" or "Final Maturity Date" or "Early Maturity Date," and each such day a "Payment Date"). If a Payment Date falls on a day other than a Business Day,

TOMES & PARTNERS Ltd.

the Issuer shall be obliged to pay the amounts in question on the next following Business Day without being obliged to pay interest or any other additional amounts for such time delay.

For the purposes of these Conditions, a “Business Day” means any calendar day (excluding Saturdays and Sundays) on which banks in the Slovak Republic are normally open to the public and on which interbank payments in EUR are settled.

XIII.III. Determination of right to receive payments relating to Bonds

XIII.III.I. Interest Yields

Except as otherwise provided in these Issue Conditions, the persons entitled to receive Interest Yields on the Bonds to whom the Issuer will pay Interest Yields on the Bonds are the persons who are registered in the Register of Bondholders as the Bondholders pursuant to the terms of Article IV.I of the Conditions (each such person hereinafter an “Eligible Person”) on the Relevant Date (the “Yield Payment Record Date”).

XIII.III.II. Face value

The Eligible Persons for whom the Issuer shall redeem the Face Value of the Bonds are those persons who are registered in the Register of Bondholders as Bondholders as at the end of the relevant calendar day that is ten (10) days prior to the Early Maturity Date or the Final Maturity Date for the Bonds (hereinafter the “Face Value Redemption Record Date,” each such person hereinafter an “Eligible Person”). For the avoidance of doubt, transfers made within the period of 10 days preceding the Early Redemption Date or the Final Maturity Date of the Bonds shall be disregarded. Transfers of all Bonds may be suspended during such a 10-day period and, upon the Issuer's request notified to the Bondholders, the Bondholders shall be obliged to provide the necessary cooperation for such suspension of transfers.

XIII.IV. Making payments

The Face Value of the Bonds shall be repaid and the Interest Yield on the Bonds shall be paid into a bank account notified in writing by the Bondholder to the Issuer for that purpose. The first holder of a Bond shall specify the account number in the subscription contract or on the order form. If there is a change of ownership, the new Bondholder shall notify the Issuer of the relevant account number no later than ten (10) days before the Interest Payment Date or the Face Value Redemption Record Date by a written notification signed by hand by the Bondholder in the case of natural persons, by the statutory body in the case of legal entities. A legal entity is obliged to attach to such notification an original extract from the commercial or other register proving that the undersigned person is legally entitled to act on behalf of the Bondholder. In the event that a Bondholder fails to notify the Issuer of the account number, there shall be no default on the Issuer's part in the payment of the Interest Yield or the Face Value. In such case, the Issuer shall make the relevant payment within ten (10) days of subsequent receipt of the account number in the required form. If a Bondholder wishes to change the account number, the Bondholder must notify the Issuer of the change at least ten (10) days prior to the payment of the Interest Yield or Face Value of the Bonds, otherwise the Issuer may pay the Interest Yield or Face Value to the original account.

XIII.V. CHANGE IN METHOD OF PAYMENT

TOMES & PARTNERS Ltd.

The Issuer shall be entitled to decide to change the method and place of making payments, provided that such change does not affect the position or interests of the Bondholders (otherwise such change shall be decided by the Meeting). This decision will be notified to the Bondholders in the manner set out in Article XIX of these Conditions.

XIV. EARLY MATURITY

XIV.I. If any of the following occurs and continues (each such event, hereinafter an “Event of Default”):

a. Delay in monetary payment

Any payment in respect of the Bonds is not made more than twenty (20) Business Days after its due date; or

b. Breach of other obligations under the Conditions

The Issuer is in material breach of its obligations (other than those referred to in paragraph a. of this Article XIV.I above) under the Bonds or these Conditions and such breach remains unremedied for more than thirty (30) days from the date on which the Issuer is notified in writing of such breach by any holder of a Bond (which is not redeemed or repurchased by the Issuer or cancelled by the expiration of such period) by a letter delivered to the Issuer;

c. Insolvency, liquidation etc.

Any event listed below occurs and the event lasts longer than 30 (thirty) Business Days: (i) the Issuer becomes insolvent, ceases to make payments on its debts and/or is unable for a prolonged period of time to pay its debts due to its creditors; or (ii) a receiver or liquidator is appointed in respect of the Issuer or any part of its property, assets or income; or (iii) the Issuer files an insolvency petition or moratorium petition in respect of itself; or (iv) the Issuer is adjudged or threatened with insolvency by any court; or (v) an insolvency petition in respect of the Issuer is dismissed by a court of competent jurisdiction for lack of assets of the debtor, or (vi) a final judgement or a valid order is made by a court of competent jurisdiction for the winding up of the Issuer with liquidation, or (vii) distraint proceedings or judicial distraint is carried out on the Issuer's property for the recovery of a claim the aggregate value of which exceeds the sum of EUR 100,000,000 (one hundred million euros) or the equivalent in any other currency; or

d. Transformations

As a result of a transformation of the Issuer where the Issuer acts as an interested person (in particular, a merger in the form of a merger, a transfer of capital to a shareholder, a demerger in the form of a split or a demerger), the debts under the Bonds will pass to Issuer's successor company, except to the extent that (i) such assumption of the Issuer's debts under the Bonds is required by law (and there is no reasonable doubt as to the effect of such merger, transfer of property to a partner or split); or (ii) the Meeting approves in advance such transformation of the Issuer; or

TOMES & PARTNERS Ltd.

e. Judicial and other judgements

The Issuer fails to comply with an obligation imposed by a court, arbitral tribunal or administrative authority to pay a sum of money which, individually or in aggregate, exceeds EUR 100,000,000 (in words: one hundred million euros) or the equivalent in any other currency, even within thirty (30) days of the delivery of such final judgement to the Issuer, or such longer period as may be specified in the relevant judgement; or

any Bondholder may, at its option, by notice in writing addressed to the Issuer at its registered office (hereinafter "Early Redemption Notice"), request the early redemption of the Face Value of all the Bonds of which it is the holder and of the interest accrued under these Conditions which has not yet been paid.

The holder of the Bonds whose early redemption is requested is obliged to surrender the Bonds whose redemption is requested (transfer certificated Bonds through the Central Depository) to the Issuer at least two Business Days prior to the Early Maturity Date.

In the event of a default on the delivery of Bonds, the Issuer shall be entitled, at its option, either (i) not to redeem the Bonds until delivery or (ii) to redeem the Bonds notwithstanding that they have not yet been delivered to the Issuer.

XIV.II. Maturity of prematurely redeemable Bonds

Any amounts required to be paid by a Bondholder pursuant to Article XIV.I of these Conditions by an Early Redemption Notice shall become due and payable on the last Business Day of the month following the month in which the Bondholder delivers to the Issuer at its registered office's address an Early Redemption Notice (such day, in addition to such other days as may be so designated in these Issue Conditions, hereinafter an "Early Maturity Date"), unless the Bonds become redeemable earlier by virtue of a mandatory provision of the law (in which case the relevant mandatory provisions of Act No. 7/2005 Coll. shall apply) or such Early Redemption Notice or early redemption request is subsequently withdrawn by the relevant holder.

XIV.III. Revocation of Early Redemption Notice for Bonds

An Early Redemption Notice pursuant to Article XIV.I of the Issue Conditions may be withdrawn by an individual Bondholder, but only in respect of the Bonds held by it and only if such withdrawal is addressed to the Issuer and delivered to the registered office's address before the relevant amounts become due and payable pursuant to the preceding Article XIV.II of these Conditions. However, withdrawal of an Early Redemption Notice shall not affect the Early Redemption Notices of other Bondholders.

XIV.IV. Other conditions for early redemption of the Bonds

The provisions of Article XIII of these Conditions shall otherwise apply *mutatis mutandis* to the early redemption of Bonds pursuant to this Article XIV.

TOMES & PARTNERS Ltd.

The Eligible Persons to whom the Issuer shall repay the Issuer's pro rata unpaid interest for the relevant Yield Period in the event of Early Maturity pursuant to Article XIV.I of the Conditions above are the persons who are registered as Bondholders in the Register of Bondholders as at the end of the relevant calendar day that is ten (10) days prior to the Early Maturity Date for the Bonds.

XV. TIME BARRING

The rights under the Bonds shall become time-barred on the expiry of ten (10) years from the date on which they could have been exercised for the first time.

XVI. DESIGNATED OFFICE, ADMINISTRATOR, CALCULATION AGENT

XVI.I. Designated Office and payout point

The Designated Office and the payout point of the Administrator (hereinafter referred to as the "Designated Office") are located at the registered office of the Issuer at Šumavská 519/35, Veverí, 602 00 Brno, Czech Republic or at the Issuer's branch at the address Suché Mýto 1, 811 03 Bratislava on working days between 9:00 and 16:00 local time.

XVI.II. Administrator

The Administrator's activities related to the redemption of Bonds will be provided by the Issuer.

XVI.III. Other or further Administrator and other Designated Office

The Issuer is entitled to decide to appoint another or further Administrator and to designate another or further Designated Office of the Administrator. Changes to the Administrator and the Designated Office are considered changes to the payout point. The changes must not cause material harm to the Bondholders. The Issuer shall notify the Bondholders of a decision to appoint another or further Administrator. Any such change shall take effect upon the expiration of 15 days from the date of such notice, unless a later effective date is specified in such notice.

XVI.IV. Relationship between Administrator and Bondholders

The Administrator acts as the Issuer's agent in connection with the performance of its obligations under the Administrator Contract and its legal relationship with the Bondholders arises only from the Administrator Contract.

XVI.V. Calculation Agent

The activities of the Calculation Agent relating to the performance of calculations in relation to the Bonds will be performed by the Issuer (the Issuer performing the activities of the Calculation Agent hereinafter the "Calculation Agent").

XVII. CHANGES AND WAIVERS

The Issuer and the Administrator may agree, without the consent of the Bondholders, to (i) any modification of any provision of the Administrator Contract if the modification is solely formal, incidental or technical in nature or is made to correct a manifest error or is required by changes in law and (ii) any other modification and waiver of claims arising from any breach of any provision of the Administrator Contract which, in the reasonable opinion of the Issuer and the Administrator, will not cause the Holders to suffer detriment.

TOMES & PARTNERS Ltd.

XVIII. BONDHOLDERS' MEETING

XVIII.I. Terms of Reference and Convocation of Meeting

XVIII.I.I. Right to call a Meeting

The Bond Issuer may convene a Meeting if necessary to decide on the Bondholders' common interests, in accordance with these Issue Conditions and applicable law.

XVIII.I.II. Meeting convened by the Issuer

The Issuer shall promptly convene a Meeting and seek the opinion of the Bondholders through a Meeting in the event of a proposal to change the Conditions, if the Meeting's consent to such change to the Conditions is required by law.

If a reorganisation or other comparable resolution of the Issuer's insolvency is pending under the law of a European Union Member State or another State forming the European Economic Area, the Issuer need not convene a Meeting.

XVIII.I.III. Notice of convening and cancellation of a Meeting

The convener shall give notice of a Meeting in the manner provided for in Article 19 of these Conditions not less than 15 (fifteen) days before the date of the Meeting.

The notice convening the Meeting must contain at least (i) such particulars as are necessary to uniquely identify the Issuer, (ii) the name of the Bond, the Issue Date, (iii) the place, date and time of the Meeting, and the date of the Meeting must fall on a day which is a Business Day and the time of the Meeting must not be earlier than 11:00, (iv) the agenda for the Meeting, including any proposed variation to the Conditions and the reasons therefore and including full draft resolutions on each item of business; and (v) the day which is the Record Date for attendance at the Meeting. Matters not included on the proposed agenda for a Meeting may be acted upon at the Meeting only with the attendance and consent of all Bondholders. If the reason for convening a Meeting ceases to exist, it shall be cancelled by the convener in the same manner as it was convened.

XVIII.II. Persons entitled to attend and vote at a meeting

XVIII.II.I. Record date for attendance at a Meeting

Only Bondholders who are registered as Bondholders in the Register of Bondholders as of the close of business on the calendar day that is 7 (seven) calendar days prior to the date of the relevant Meeting (hereinafter the "Record Date for Attending the Meeting") shall be entitled to attend and vote at the Meeting (such person hereinafter "Person Authorised to Attend the Meeting"); Transfers of Bonds made after the Record Date shall be disregarded for the purposes of attending the Meeting.

TOMES & PARTNERS Ltd.

XVIII.II.II. Right to vote

A person entitled to attend a Meeting shall have a number of votes equal to his or her share of the aggregate Face Value of the outstanding portion of the Issue (as at the Record Date for Attending the Meeting). If a Meeting is deciding whether to dismiss a Joint Representative (as defined below in Article 18.2.3 of these Conditions), the Joint Representative (if a Person Authorised to Attend the Meeting) may not exercise the voting rights associated with the Bonds held by him or her, and his or her voting rights shall not be counted towards the total number of votes required to constitute a quorum at the Meeting.

XVIII.II.III. Attendance of other persons at a Meeting

The Issuer is required to attend a Meeting, either in person or by proxy. In addition, the Joint Representative and other guests invited by the Issuer shall be entitled to attend a Meeting.

XVIII.III. Conduct of a meeting, decision-making at a Meeting

XVIII.III.I. Quorum

A quorum shall be present at a Meeting if the Persons Authorised to Attend the Meeting who were, as at the Record Date for Attending the Meeting, the holders of Bonds whose aggregate Face Value represents more than thirty percent (30%) of the Face Value of the outstanding portion of the Issue are in attendance at the Meeting.

If the Meeting to decide on the change to the Conditions is not quorate, the convener shall, if still necessary, convene a replacement Meeting to be held within 6 (six) weeks of the date for which the original Meeting was convened. The holding of a replacement Meeting with an unchanged agenda shall be notified to the Bondholders not later than 15 (fifteen) days after the date for which the original Meeting was convened. The alternate meeting shall be quorate notwithstanding the condition set out in the preceding paragraph.

Prior to the commencement of the Meeting, the convener is required to provide, for the purpose of checking attendance at the meeting, information as to the number of all Bonds giving an entitlement to attend the Meeting. Own Bonds held by the Issuer as at the Record Date for Attendance at the Meeting shall not be counted for the purposes of this Article XVIII.III.I.

XVIII.MI.M. Chairman of the Meeting

A meeting shall be chaired by a chairman appointed by the Issuer.

XVIII.MI.III. Joint Representative

A meeting may, by resolution, elect a natural person or legal entity as joint representative. The Joint Representative shall be entitled, in accordance with the Bond Act, to (i) exercise for the benefit of all Bondholders the rights associated with the Bonds to the extent defined in the Meeting Resolution, (ii) check the Issuer's performance of the Conditions and (iii) take such other action for the benefit of

TOMES & PARTNERS Ltd.

all Bondholders and to protect their interests in such manner and to such extent as the Meeting Resolution may determine. The Joint Representative may be removed by the Meeting in the same manner as he or she was elected or replaced by another Joint Representative. The contract, if any, appointing a Joint Representative of the Bondholders will be available to the public on the Issuer's website referred to in Article XIX of the Conditions.

XVIII.III.IV. Decision-making of the Meeting

The meeting shall decide on the questions submitted by way of a resolution. A resolution (i) approving a proposal pursuant to Article XVIII.I.II hereof or (ii) appointing or removing a Joint Representative shall require the affirmative vote of at least $\frac{3}{4}$ (three quarters) of the votes of the Persons present and entitled to attend the meeting. Unless otherwise provided by applicable law, a simple majority of the votes of Persons Authorised to Attend the Meeting present shall be sufficient for the adoption of the other resolutions.

XVIII.IV. Minutes of the Meeting

The convener shall, himself or through a person authorised by him, within thirty (30) days from the date of the Meeting, draw up minutes of the proceedings of the Meeting, setting out the conclusions of the Meeting, in particular the resolutions passed by such Meeting. The Issuer shall, within thirty (30) days of the date of the Meeting, make available all resolutions of the Meeting in the manner in which it has made these Issue Conditions available. The Issuer is obliged to keep the minutes of the Meeting until the rights under the Bonds are time barred. The minutes of the Meeting are available for inspection by Bondholders during normal business hours at the Issuer's registered office.

XVIII.VI. Joint meeting

If the Issuer has issued more than one issue of Bonds under the Bond Programme, the Issuer may convene a joint meeting of the Bondholders of all issues of Bonds to discuss changes of a material nature. The provisions on Meetings shall apply *mutatis mutandis* to joint Meetings, except that the quorum, the number of votes of Persons authorised to vote at a Meeting and the passing of resolutions of such Meetings shall be considered separately in respect of each issue of Bonds as in the case of a Meeting for each such issue. In the notarial minutes of a joint Meeting that adopted a resolution for a fundamental change, the number of Bonds for each Person Authorised to Attend the Meeting must be distinguished according to the individual Bond issue.

XIX. NOTIFICATIONS

Any notification to Bondholders will be valid and effective if published in the Slovak language on the Issuer's website, www.difosis.com (hereinafter the "Website"). If mandatory provisions of law or the Issue Conditions provide for a different method for the publication of any notification under the Conditions, such notice shall be deemed to have been validly published by such different method. Where a notification is published in more than one way, the date of such notification shall be deemed to be the date of its first publication.

TOMES & PARTNERS Ltd.

Any notification to the Issuer under these Conditions shall be duly given if delivered to the Issuer at its registered office.

XX. APPLICABLE LAW, LANGUAGE AND DISPUTES

The Bonds will be issued on the basis of valid and effective legislation of the Slovak Republic, in particular the Bonds Act and the Securities Act. The rights and obligations under the Bonds shall be governed by and construed in accordance with the laws of the Slovak Republic. Any disputes arising out of or related to the Bonds or these Conditions or related thereto shall be settled by the competent courts of the Slovak Republic.

[End of separately numbered section of the Joint Conditions]

5.2 Terms and Conditions of Offering

Bond issues under the Programme will be issued and offered in initial sales (subscription) directly by the Issuer at the Issuer's registered office.

Conditions of the initial public offering

The offer of the Bonds by way of an initial sale (subscription) of the Bonds will run from [Offer Commencement Date] to [Offer Closing Date] (12:00 noon) (hereinafter the "Offer"). The date of commencement of the issue of Bonds (i.e. the date of commencement of the crediting of Bonds to accounts in the Relevant Register) and the date of issue of Bonds shall be the Issue Date (hereinafter the "Bond Issue Date"). The Bonds will be issued from time to time, with the anticipated term of issue of the Bonds (i.e. crediting to the relevant asset accounts) ending no later than one month after the expiry of the subscription period for the Bonds or one month after the subscription of the highest amount of the Face Values of the Bonds (whichever is earlier). The Issuer is entitled to issue Bonds in a smaller volume than the highest amount of the Face Values of the Bonds, in which case the Issue will be deemed successful. The foregoing includes the Issuer's ability to suspend or terminate the Offer at its own discretion (depending on its current funding requirements), whereby, following the termination of the Offer, no further orders will be accepted and, following the suspension of the Offer, no further orders will be accepted until the Issuer publishes information on the continuation of the Offer. The Issuer will always publish information on the termination of the Offer, suspension of the Offer or continuation of the Offer in advance on a dedicated part of the Issuer's website www.difosis.com.

The minimum order amount is set at the Face Value of one Bond. The maximum order amount (i.e. the maximum amount of the Face Value of the Bonds requested by an individual investor) is limited only by the highest amount of the Face Values of the Bonds to be issued. A condition of participation in a public offer is proof of the investor's identity using a valid identity document. Investors will be approached mainly by means of distance communication.

The Issuer shall be entitled to reduce the volume of Bonds specified in the orders/instructions of investors at its sole discretion, but always on a non-discriminatory basis, in accordance with the Issuer's strategy for executing the instructions in accordance with the law, including MiFID II.

TOMES & PARTNERS Ltd.

In the event of a reduction in order size, the Issuer shall refund any overpayment to the affected investors without undue delay to the investor's account. The net purchase price of the Bonds to be paid to the Issuer may be reduced by any remuneration, fees or expenses associated with the subscription and purchase of the Bonds. The results of the initial sale (subscription) will be published in a publicly accessible place in the Designated Office and also on the Issuer's website on the day following the end of the Bonds' issue period or immediately after the issue of all Bonds.

The Bonds will be credited without undue delay to the accounts of the Bondholders held in the Relevant Register against payment of the Issue Price of the Bonds concerned, as instructed.

The maximum amount of the Face Value of the Bonds requested by an individual investor in an order is limited by the total volume of the Bonds offered. The final Face Value of the Bonds allocated to each investor will be specified in the confirmation of acceptance of the offer,

5.3 Additional Information

(a) Interest of natural persons and legal entities participating in an Issue

The Issuer is not aware of any interest of persons participating in the Issue which is material to the Issue.

(b) Costs of Issue and use of net yield

The Issuer expects that the total costs of preparing the issue of the Bonds will be around 4% (including the costs of admission to the regulated market) of the expected total issue volume of the Bonds. The total estimated net yield of the Issue is therefore EUR [●].

All proceeds, net of expenses, will be used for the conduct of the Issuer's business [[securing funds for the conduct and development of the Issuer's business without identifying the Issuer's specific project]] / , [specifically to be used for: [arranging for the financing of capital expenditure associated with the Issuer's investment in project company [●]/company [●]/company [●].] and/or [financing the acquisition of an interest and capital expenditure associated with the Issuer's investment in company(ies) [●]].]

(d) Admission to trading

The Issuer shall apply to [name of regulated market] for admission of the Bonds within [●] months of the Issue to a regulated market. There is no guarantee that the Bonds will be admitted to a regulated market.

Other than the Bonds issued under the Programme, the Issuer has not issued any debt securities that have been admitted to trading on a regulated market.

6. FINAL CONDITIONS FORM

Set out below is the Final Conditions form that will be prepared for each Bond Issue to be issued pursuant to the Base Prospectus under the Programme, supplemented by specific details relating to the Bond Issue in question. Final Conditions will be drawn up and published for each individual Bond Issue issued under the Programme prior to the commencement of the issue of Bonds. This symbol “[●]” indicates those parts of the Final Conditions that will be supplemented. If a particular information item is marked “(choice of alternative from the Joint Conditions)”, this means that the information is listed in the Joint Conditions for the relevant information item in more than one variant and only such variant or variants as are relevant for the Issue will be listed in the Final Conditions. The information about any amendment to the Base Prospectus set out in square brackets below will only be set out in the relevant Final Conditions if the relevant amendment to the Base Prospectus is executed. [the Final Conditions form is on the next page]

FINAL CONDITIONS

[Date]

UNIPRO Capital a.s.

Total Volume Issue: [●]

Name of Bonds: [●]

issued under the Bond Issue Programme pursuant to the Base Prospectus dated [●] ISIN: [●]

These Final Terms and Conditions, which were prepared pursuant to Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market and repealing Directive 2003/71/EC (hereinafter the "Prospectus Regulation"), must be read and construed in conjunction with the base prospectus (hereinafter the "Base Prospectus") for the Bond Issue Programme for an aggregate face value of all outstanding Bonds up to EUR 40,000,000, which will be issued from time to time or repeatedly by UNIPRO Capital a.s. with registered office at Šumavská 519/35, Veveří, 602 00 Brno, Czech Republic, ID 07717610, LEI 3157002ET5519GVO9637, registered in the Commercial Register maintained by the Regional Court in Brno, section: B 8080 with branch office at Suché Mýto 1, 811 03 Bratislava (hereinafter referred to as the "Issuer") and any amendment thereto in order to obtain all relevant information. The Final Conditions, including the defined terms used, must be read together with the Joint Conditions set out in the Base Prospectus. The risk factors relating to the Issuer and the Bonds are set out in Article 2 of the Base Prospectus "Risk Factors." The Base Prospectus and any amendments to the Base Prospectus are available in electronic form in a special section of the Issuer's website: www.difosis.com. Information about the Issuer, the Bonds and the offering thereof is complete only on the basis of the combination of these Final Conditions and the Base Prospectus and any amendments thereto. A summary of the Issue is appended to these Final Conditions. The Base Prospectus was approved by the National Bank of Slovakia by decision [[●] dated [[●]. [Amendment to the Base Prospectus No. [●] was approved by the National Bank of Slovakia by decision [●] dated [●].]

TOMES & PARTNERS Ltd.

If the Final Conditions are translated into another language, the Slovak language version shall prevail in the event of interpretation disputes. MiFID II monitoring of the creation and distribution of the financial instrument Solely for the purposes of its own approval process by reviewing the target market in relation to the Bonds, it was assessed that (i) the target market for the Bonds is eligible counterparties, professional clients within the meaning of Directive of the European Parliament and of the Council 2014/65/EU, as amended, (hereinafter "MiFID II") and also retail clients, and (ii) selected distribution channels are permissible in the distribution of the Bonds in this target market, namely through a non-advised sales service or a portfolio management service, as the case may be. Any person subsequently offering, selling or recommending the Bonds subject to the MiFID II Rules is responsible for conducting its own target market analysis in relation to the Bonds (either by adopting or refining the target market assessment) and determining its own appropriate distribution channels. The Issuer is only ever responsible for determining the target markets and distribution channels in relation to the initial offering of the Bonds.

TOMES & PARTNERS Ltd.

PART A: SUPPLEMENTATION OF THE CONDITIONS FOR THE BONDS

This part of the Final Conditions, together with the Joint Conditions, constitutes the Issue Conditions of the relevant Issue.

5.1 Securities data

II. Type of security, name, total Face Value and Issue Price

Name of Bonds:	[●]
Total volume of Issue:	[●]
Nominal value:	[●]
Total number of Bonds:	[●]
ISIN:	[●]
FISN:	[●]
CFI:	[●]

III. Form, type and manner of issue of Bonds

Form of Bonds:	Choice from variants: [book-entry; the central register of Bonds is kept by the Central Depository/certificated; the list of Bondholders is kept by the Administrator]
Form of Bonds:	Choice from variants: [bearer; book-entry form of Bonds/registered; book-entry form of Bonds/registered; certificated form of Bonds].
Date of Issue:	[●]
Deadline for subscription for the Bond issue:	[●]

XI. Interest yield

Interest yield	fixed at [●]% p.a.
Final Maturity Date:	[●]
Interest Yield Payment Date(s):	[●]

PART B: SUPPLEMENTATION OF OFFERING CONDITIONS AND OTHER DETAILS

5.2 Conditions of offering

Conditions of the initial public offering	
Start date of the offer:	[●]
Offer closing date:	[●]

5.3 Additional information

Interest of persons participating in the Issue	[●]/not applicable
Estimated cost of Issue:	[●]
Use of proceeds after deduction of costs:	Choice from variants:

TOMES & PARTNERS Ltd.

	[[securing funds for the implementation and development of the Issuer's business activities without specifying the Issuer's specific project]] / , [specifically to be used for: [providing funding for capital expenditures associated with the Issuer's investment in the Project [●] / Company [●] / [●].] and/or [financing the acquisition of an interest and investment expenses related to the Issuer's investment in the company(ies) [●].]
Country of public offering:	[●]
Name of the regulated market:	[●]/not applicable
Date of application for admission to trading on a regulated market by:	[●]/not applicable

In Bratislava, on [●]

For the Issuer

First name: MAREK SASÁK
 Features: board member

TOMES & PARTNERS Ltd.

7. Responsible persons

7.1 Persons responsible for the information contained in the Base Prospectus and the issuer's statements

The person responsible for the accuracy and completeness of the data provided in this Base Prospectus is the Issuer, i.e. UNIPRO Capital a.s. with registered office at Šumavská 519/35, Veverí, 602 00 Brno, Czech Republic, business ID No 07717610, LEI 3157002ET5519GVO9637 registered in the Commercial Register maintained by the Regional Court in Brno under file no. B 8080 with a branch at Suché Mýto 1, 811 03 Bratislava, on behalf of which acts member of the Board of Directors Marek Sasák, stated in Article 11.8 of this Base Prospectus "Administrative, Management and Supervisory Bodies".

(b) The responsible person represents that, to the best of its knowledge, the information contained in the Base Prospectus is in accordance with the facts and that no facts have been omitted from the Base Prospectus which would alter its import.

On [●], in Bratislava

Marek Sasák
Position: board member

8. Authorised auditors

(a) The Issuer has prepared financial statements that have been audited by an auditor (hereinafter the “Auditor”). It has not prepared any other financial statements that could be presented for audit. The Auditor has audited the financial statements as at 31 December 2021 and 31 December 2022 with the following opinion: “without reservations”.

(b) The Issuer’s complete financial statements are set out in Chapter 14 at the end of the this Base Prospectus.

9. Interest of persons participating in the Issue

(a) Other than the interest of the auditor referred to in Article 8, who has been financially remunerated by the Issuer for the audit of the Issuer's financial statements, the Issuer is not aware of any interest of persons involved in the Issue which is material to the Issue. Any other interests of the persons participating in the Issue will be contained in the relevant Final Conditions.

10. Reasons for the offer and use of proceeds

(a) The Issuer expects that the aggregate yield on the Bond Issue received by the Issuer from the offering of the Bonds will correspond to the amount of the Issue Price of all the Bonds offered. The costs of the Issuer’s auditor, the NBA fees and certain other costs relating to the issue of the Bonds or the placement of the Bonds on the market will be deducted from such Issue Price.

(b) [The established costs of Issue] will be set out in the Final Conditions of a particular Issue.

(c) [The estimated net proceeds of the Bond Issue ●] shall be used by the Issuer, after payment of all fees, costs and expenses in connection with the Issue, for the development of its business.

11. Information about the Issuer

11.1 History and development of Issuer

(a) The name of the Issuer is UNIPRO Capital a.s.

(b) The Issuer’s website is located at the address www.uniprocapital.cz. The information on this website does not form part of the prospectus, except where that information is incorporated by reference into the prospectus

(c) The Issuer is registered in the Commercial Register maintained by the Regional Court in Brno under no. B 8080, business ID no 07717610, LEI 3157002ET5519GVO9637.

(d) The Issuer was established on 11 December 2018 for an indefinite period of time, the registration of the Issuer in the Commercial Register was carried out on 11 December 2018.

TOMES & PARTNERS Ltd.

(e) The registered office of the Issuer is located at Šumavská 519/35, Veverří, 602 00 Brno, Czech Republic, with a branch office at Suché Mýto 1, 811 03 Bratislava. The contact telephone number is +420 608 701 246.

(f) The Issuer was established and exists under the laws of the Czech Republic. The Issuer carries out its activities in accordance with the laws of the Czech Republic, which includes in particular Act No. 90/2012 Coll., on Trading Corporations and Cooperatives (Companies Act), as amended, Act No. 89/2012 Coll., the Civil Code, as amended, and Act No. 455/1991 Coll., on Trade Licensing (the Trade Licensing Act), as amended.

11.2 Events material to the assessment of the Issuer's solvency

(a) The Issuer has no material liabilities as at the date of this Base Prospectus. There have been no events in the past that would be material in assessing the Issuer's solvency.

11.3 Investments

(a) There have been no significant changes in the Issuer's borrowing or financing structure since the last financial statements.

(b) The Issuer does not, as at the date of this Prospectus, have any contracts entered into outside its ordinary course of business which could give rise to liabilities or claims which would be material to its ability to meet its obligations to the Bondholders.

11.4 Overview of the Issuers business

11.4.1 Main activities - general

(a) The Issuer's business activities registered in the public register include the following activities:

- i. Rental properties, apartments and non-residential premises
- ii. Production, trade and services not specified in annexes 1 to 3 trade act

(b) The Issuer intends to approach its business in all activities that will be related to the management of its assets, its subject of activity and subject of business.

(b) The Issuer's specific principal activity that it intends to engage in at least during the term to maturity of the Bonds is the appreciation of the Issuer's funds through investments in real estate and real estate projects, and projects in the area of waste management. The Issuer will undertake all necessary activities in order to support its business. The Issuer does not rule out that in the future it may also finance its business activities with a bank loan. The Issuer also does not rule out the expansion of business activities to other segments.

11.4.2 Main activities- specific description of planned activities

TOMES & PARTNERS Ltd.

The Bonds are issued for the purpose of securing funds for the conduct of the Issuer's business, which consists of:

11.4.2.1 Investments in waste management projects with a focus on used tyre processing technologies and its use as an alternative heat source for cement plants (and in the future also for lime plants) in the Czech Republic, the Slovak Republic and eventually in other Central European countries. The investment will go towards the completion of the development and construction of the tyre processing plant, which will also form the cement plant's main source of thermal energy for the production of white cement.

In the area of waste management, the Issuer, in cooperation with a team of experts, intends to develop a technology for the processing of used tyres in the form of pyrolysis for use as a heat source for cement plants and later for lime plants. The team of experts with which the Issuer plans to cooperate has industrial rights to the technologies to be used in the project, in particular to technologies related to the use of pyrolysis as a heat source in cement plants. The technology will produce pyrolytic carbon and pyrolysis gas. The pyrolysis gas will be directly burned to produce heat and electricity, and the pyrolysis carbon will undergo magnetic separation before it is split, where the steel cord will be separated. The carbon will then be ground and sieved according to the customer's requirements for further use. The pyrolysis oil will be transported to the customer for further processing by distillation. Thus, the basic waste generated during the operation of the installed technological equipment will be steel cord, solid waste from textile filters with an expected increase in dust and activated carbon particles generated by the filtration of pyrolysis gas. The fact that this is a modern and unique method for the reuse of polymer waste present in used tyres can be considered a positive environmental impact.

Current material recovery methods from used tyres produce rubber crumb, which has limited use in terms of market demand and further processing. Another use of rubber crumbs is recycling in cement production plants by simply using them as an additional heat source.

The proposed method of restoration makes it possible to obtain products that are more widely usable. This includes pyrolysis carbon and pyrolysis gas. The pyrolysis gas in this operation will be used directly to generate heat and electricity, while the heat generated together with the electricity will successfully minimize the energy requirements of this operation, which is the expected surplus of electricity and heat (they can be transferred directly by customers or to the public distribution system). The process of pyrolysis of used tyres produces pyrolytic carbon, which is distributed to the customer for further processing, while the separated metal from the pyrolytic carbon will be destined for further use as a secondary raw material. Another by-product of pyrolysis in the form of pyrolysis oil is technologically isolated from the environment. After agreement with the cement plant and securing the financing from the Bonds, the first 2 modules will be produced from this financing and the Issuer's own financing, for which the first cement plant has already expressed a preliminary interest, but no specific contract has yet been concluded.

TOMES & PARTNERS Ltd.

The time horizon for module production is about 8 - 10 months. The Issuer will cooperate with an engineering company selected in a tender procedure for their production. After the production of the first two technological modules, they will be delivered to the cement plant, where they will be installed and then tested in full operation. After the technology is tested in operation, the purchase price for the technology will be paid and it will become the property of the cement plant. The management and maintenance of the technology will be carried out by the cement plant itself after testing and handover. The Issuer will cooperate with the Cement Plant in the supply of waste (tyres) by purchasing the said tyres from third parties or by directly arranging with such parties for the supply of tyres to the Cement Plant.

Subsequently, the Issuer plans to select other suitable cement plants and offer them this technology, ensuring its implementation and operation. According to the Issuer's assumptions, the price for the production and implementation of one technological module should be around EUR 6 million. In order to implement the project in one cement plant, two of the above mentioned technological modules are required. The Issuer expects to be able to start cooperation with up to three cement plants after the first six technology modules have been constructed. The Issuer intends to use the net proceeds of the Bonds for these purposes. The first phase after raising funds from the Bond Issue is set to take 8 - 10 months. This time will be sufficient to produce the first 2 modules.

11.4.2.2 Investment in the real estate market in Czech Republic. The Issuer will look for properties that are good value for money. The Issuer intends to repair or refurbish these properties and then hold them and realise a profit from renting them out or selling them. Subject to suitable conditions, the Issuer intends to acquire properties suitable for completion or construction (development) and to lease or sell such properties after completion or construction. The Issuer may also acquire properties that will be impaired not only in fact but also in law for a variety of reasons. In its activities, the Issuer will also acquire interests in companies intended for the holding of companies and will finance them.

The Properties shall be exclusively acquired for ownership by the Issuer or companies in the Issuer's group, as the case may be. To this end, the Issuer plans to establish subsidiaries in the future, the operation and development of which it will subsequently finance. The relevant properties will be operated by the Issuer, or companies in the Issuer's group, or another company under a contractual arrangement.

Properties whose price is affected by remediable legal and other defects. In this way, the Issuer intends to search in particular for properties affected by foreclosure, both in auctions and outside such sales encumbered by third party rights in rem and by obligations, such as liens, unfavourable lease contracts or other encumbrances on the property. The Issuer is also keen to take advantage of opportunities in properties that have legal problems or debt with banking houses and non-bank lenders, or are otherwise undervalued. The Issuer will then eliminate any encumbrances. The Issuer will continue to use the properties for rental purposes after the defects have been eliminated; the Issuer intends to sell the properties if such a course of action is advantageous.

TOMES & PARTNERS Ltd.

The Issuer's plans to invest in the real estate market as described above are in the preparatory phase and the above information is purely indicative. The Issuer has not developed any business plan beyond the facts set out in the Base Prospectus. Specific plans will vary according to current market opportunities. The Issuer has not prepared a SWOT analysis of the described potential investments. As at the date of the Base Prospectus, the Issuer has not comprehensively quantified either the turnover or the potential profit of the activities contemplated by it. The Issuer and its directors do not have experience in the core business of the Issuer.

11.4.3 Main markets

(a) As of the date of this Base Prospectus, the Issuer plans to focus its activities mainly on the Slovak and Czech market (Slovak Republic, Czech Republic). The Issuer plans to compete mainly on the Czech and Slovak real estate market (real estate sector) and the waste management market. At the same time, given the zero volume of the Issuer's activity, the Issuer's market shares in this market can be considered insignificant.

11.5 Organisational structure of Issuer

(a) The Issuer is a joint-stock company with registered capital of CZK 2,000,000. The sole shareholder of the Issuer is Mr. MAREK SASÁK, date of birth 16 February 1979, resident at the address Okružná 1441/60, 02001 Púchov, Slovak Republic. Given that this company is wholly owned by the sole shareholder of the Issuer, it can be assessed that the Issuer is substantially dependent on his decisions.

(b) The Issuer envisages the establishment of other companies for the purpose of real estate projects.

(c) The Issuer is an independent company and is not in a group of other companies.

11.6 Information on trends

(a) There has been no material adverse change in the prospects of the Issuer or material change in the performance of the Issuer since the date of publication of the latest audited financial results, i.e. 31 December 2022 to the date of this Base Prospectus.

(b) In the waste market, the Issuer expects increased interest in the placement of mainly hazardous waste. The reason is that landfill capacity is constantly decreasing and new landfills, especially for hazardous waste, are not being set up and no permits are being issued for their establishment. Current trends in waste management are mainly towards complete waste disposal (incineration) or reuse. This change in market approach is evident as controlled waste collection and sorting continues to grow. Particularly for hazardous waste, there is then an increasing interest in its complete disposal by incineration. Such a solution is partly met with some resistance from the population, which is concerned about the negative environmental impacts of incineration. The Issuer's project is set in line with these trends. The Czech Republic

TOMES & PARTNERS Ltd.

is aware of the opportunities offered by the conversion of waste into resources. Mineral and secondary raw materials are essential inputs for any country's economy and influence its competitiveness. This trend has been on the rise in recent years. The range of recoverable resources also includes used tyres and rubber crumb used in pyrolysis for cement production as a source of thermal energy.

(c) There is a trend of exceeding of demand over the supply of suitable properties on the real estate market. This is due to several factors, including, for example, the availability of mortgage credit. Average property prices in the Czech Republic and the Slovak Republic have been on the rise for several years, with the highest property prices in large cities. Realised prices in most categories have reached or even exceeded their previous cyclical highs of 2008. Supply and demand for rentals varies by location, with supply outweighing demand especially in large cities. The price of rental housing continues to rise, and yields on commercial property, including warehouses, halls, etc., remain an interesting opportunity.

Although a slowdown in property price growth and rental yields can be expected in the future, the sector remains an interesting investment opportunity.

11.7 Profit forecasts or estimates

(a) The Issuer has not made a profit forecast or estimate.

11.8 Administrative, management and supervisory bodies

(a) The Issuer is a joint-stock company incorporated under the laws of the Czech Republic. The internal structure of the Issuer is therefore governed by the law of the Czech Republic.

(b) The Issuer's governing body is the board of directors, which, as at the date of this Base Prospectus, represents the Issuer and manages the Issuer's business and internal operations and may carry out all activities not vested by law and the Issuer's Memorandum of Incorporation in the general meeting.

(c) As at the date of this Base Prospectus, the Board consists of one member, Mr. Marek Sasák.

11.8.1 Conflicts of interest at the level of management and supervisory bodies

(a) The Issuer declares that it is not aware of any potential conflict of interest between a Board Member's duties to the Issuer and his or her private interests or other duties. The negative effects of decisions by the Issuer's bodies can be ascertained from a true and fair view of the Issuer's accounts, which is ensured by a subsequent audit of the Issuer's financial statements.

11.8.2 Board procedures

TOMES & PARTNERS Ltd.

(a) The Issuer it is currently governed by and complies with all corporate governance requirements set out in the generally binding legal regulations of the Slovak Republic, in particular the Companies Act. The Issuer does not comply with any special corporate governance regime, except for the statutory rules for corporate governance, regulated in particular by Act No. 89/2012 Coll., the Civil Code and Act No. 90/2012 Coll., on Companies and Cooperatives (the Companies Act). The Issuer does not comply with any specific corporate governance codes as it considers the rules of the applicable Czech legislation to be sufficient to ensure the proper management and administration of the Issuer. The Issuer's financial statements for each accounting period will be audited by external auditors in accordance with the relevant legal and accounting regulations.

11.9 Main shareholder

(a) The sole shareholder holding 100% of the shares and voting rights at the Issuer's General Meeting and the Issuer's controlling person is Mr. MAREK SASÁK, date of birth 16 February 1979, residing at 85107 Bratislava, Zuzany Chalupovej 4018/18, Slovak Republic. The Issuer has not taken any measures against abuse of control by the sole shareholder. As at the date of this Base Prospectus, the Issuer is not aware of any arrangements that may result in a change of control of the Issuer. The Issuer's sole shareholder does not control any other companies.

11.10 Financial data on the assets and liabilities, financial position and profit and loss of the Issuer

11.10.1 Historical financial data

(a) The Issuer has prepared and published financial statements for the period from 1 January 2021 to 31 December 2021 and for the period from 1 January 2022 to 31 December 2022, in accordance with Czech accounting regulations. The Issuer is not required to prepare financial statements under the IFSR and has never done so.

(b) The Issuer's financial statements are/will be available to all interested parties at the Issuer's registered office during regular business hours from 09:00.

11.10.2 Financial statements

Audited financial statements for the period 1 January 2021 through 31 December 2021 and for the period 1 January 2022 through 31 December 2022 are included at the end of this Base Prospectus.

11.10.3 Verification of the financial statements

(a) The Issuer declares that the data according to the financial statements for the period from 1 January 2021 to 31 December 2021 and for the period from 1 January 2022 to 31 December 2022, which is contained in Chapter 14 of this Base Prospectus, have been audited by the auditor referred to in Chapter 8 of this Base Prospectus with an "without reservations" opinion.

11.10.4 Interim and other financial data

(a) The Issuer prepared interim financial statements for the period 1 January 2023 to 30 June 2023.

TOMES & PARTNERS Ltd.

(b) The Issuer's complete financial statements are set out in Chapter 14 at the end of the Base Prospectus.

11.10.5 Judicial and arbitration proceedings

(a) The Issuer represents that since its inception it has not been a party to any administrative, judicial or arbitration proceedings which may have or has had an effect on its financial condition or profitability and is not aware that any such proceedings are pending or threatened against the Issuer.

11.10.6 Significant change in the Issuer's business or financial condition

(a) The Issuer represents that there has been no material change in the Issuer's financial position since the date of the last audited financial statements.

11.11 Additional data

11.11.1 Share capital

(a) The Issuer's share capital is CZK 2,000,000 and is divided into 10 registered shares in certificated form with a face value of CZK 200,000. The share capital has been fully paid up.

11.11.2 Statutes

(a) The Issuer is registered in the Commercial Register under business ID no 07717610. The Issuer's objective and purpose, in accordance with its Articles of Association, is to make profit through (i) Production, trade and services not listed in Annexes 1 to 3 of the Trade Licensing Act and (ii) rental of real estate, flats and non-residential premises. This object and purpose is set out in Part III of the Issuer's Articles of Association.

11.12 Major contracts

(a) As at the date of this Base Prospectus, the Issuer has no contracts, other than contracts entered into in the ordinary course of business, which could give rise to any liability or which would be material to the Issuer's ability to meet its obligations to the security holders on the basis of the securities issued.

11.13 Third party data and declarations of experts and declarations of any interest

(a) This Base Prospectus does not include a statement or report of a person acting as an expert, except for the auditor's report. The Auditor was compensated by the Issuer for the preparation of its report on the financial statements for the period 1 January 2021 to 31 December 2021, the period 1 January 2022 to 31 December 2022 and the period 1 January 2023 to 30 June 2023. The Auditor's Report on the Financial Statements was prepared at the Issuer's request and the financial information from the Financial Statements was included in the Base Prospectus with the Auditor's consent. The Auditor is a person independent of the Issuer, has not been a holder of securities issued by the Issuer or related persons, nor has it ever had any rights relating to the securities of the Issuer or

TOMES & PARTNERS Ltd.

related persons. The Auditor has not been employed by the Issuer nor is it entitled to any form of compensation from the Issuer nor is it a member of any body of the Issuer or any related entities.

11.14 Published documents

During the period of validity of this Base Prospectus, the Base Prospectus and any supplements thereto and the Issuer's financial statements are available in electronic form on the website www.uniprocapital.cz in the "Bonds" section and at the address Šumavská 519/35, Veveří, 602 00 Brno, Czech Republic, with a branch at the address Suché Mýto 1, 811 03 Bratislava on working days between 9:00 and 16:00. The Issuer's Memorandum and Articles of Association are available for inspection at the same place and time.

(b) The information on the Issuer's website does not form part of the Prospectus except where that information is incorporated by reference into the Prospectus. The information on the website has not been checked or approved by the NBS.

12. TAXATION

(a) The tax laws of the investor's Member State and the tax laws of the Issuer's country of domicile may affect the income derived from the Securities. The text of this article is only a summary of certain tax considerations relating to the acquisition, ownership and disposal of the Bonds and does not purport to be a comprehensive summary of all tax considerations that may be relevant to a decision to purchase the Bonds. This summary is based on the legislation in force at the date of this Base Prospectus and may be subject to subsequent change (including with potential retroactive effect). Prospective purchasers of the Bonds are advised by the Issuer to consult their own legal and tax advisors as to the tax consequences of the purchase, sale and holding of the Bonds and the receipt of interest payments on the Bonds under the tax and exchange regulations applicable in the Slovak Republic and in the countries in which they are resident, as well as in countries where the Interest Yields from the holding and sale of the Bonds may be taxed. The tax regime is governed by national laws and binding international treaties in force in the Slovak Republic.

12.1 Slovak Republic

The text of this article is only a summary of certain tax and levy considerations under Slovak law relating to the acquisition, ownership and disposal of the Bonds and is not an exhaustive summary of all tax relevant considerations that may be relevant to an investor's decision to purchase the Bonds. This summary does not describe the tax and levy implications arising under the law of any state other than the Slovak Republic. This summary is based on the legislation in force at the date on which this Prospectus is prepared and may be subject to subsequent change, including with potential retroactive effect. Investors interested in purchasing the Bonds are advised to consult their own legal and tax advisors as to the tax, levy and foreign exchange consequences of the purchase, sale and holding of the Bonds and the receipt of interest payments on the Bonds under the tax, foreign exchange, social security and health insurance regulations applicable in the Slovak Republic and in the states in which they are resident, as well as in the states in which the proceeds from the holding and sale of the Bonds may be subject to taxation.

According to the Income Tax Act, in general, corporate income is taxed at a rate of 21% and personal income at a rate of 19%, with the exception of personal income exceeding 176.8 times the applicable minimum subsistence level (i.e. the subsistence level in force on 1 January of the relevant tax year), which is taxed at a rate of 25%.

Income tax on yields (interest yields)

Under the relevant provisions of the Income Tax Act:

(a) Interest Yields on the Bonds accruing to a non-resident taxpayer are not subject to income tax in the Slovak Republic;

TOMES & PARTNERS Ltd.

(b) Interest Yields on the Bonds accruing to a tax resident shall not be subject to withholding tax, but shall form part of the income tax base, with the exception of taxpayers who are natural persons and taxpayers not established or incorporated for business purposes, the National Property Fund of the Slovak Republic and the National Bank of Slovakia; and

(c) Interest Yields on the Bonds accruing to a Slovak tax resident, which is a natural person or a taxpayer not established or incorporated for business purposes, the National Property Fund of the Slovak Republic or the National Bank of Slovakia, are subject to withholding tax at the rate of 19%.

Under the current version of the Income Tax Act, the issuer or securities dealer who holds bonds for a client is liable as the taxpayer for making a withholding. The Issuer will not provide the Bondholders with any compensation or increase in respect of the paying of any withholding tax.

As the income tax laws may change during the life of the Bonds, the income from the Bonds will be taxed in accordance with the laws in force at the time of redemption.

Sales tax

Profits from the sale of the Bonds realized by a legal entity which is a Slovak tax resident or a permanent establishment of a tax non-resident are included in the general tax base subject to taxation at the relevant corporate income tax rate. Losses on the sale of the Bonds calculated on a cumulative basis for all Bonds sold in a single taxable year are generally not tax deductible except in specific cases provided by law (e.g. a loss on the sale of a Bond is tax deductible if it does not exceed the proceeds of the Bond included in the tax base until the time of its sale or maturity).

Gains from the sale of the Bonds realized by an individual who is a Slovak tax resident or a permanent establishment of a tax non-resident are generally included in the current personal income tax base. Any losses on the sale of the Bonds may not be treated as tax-free.

Income from the sale of the Bonds by a Slovak tax non-resident derived from a Slovak tax resident or a permanent establishment of a Slovak tax non-resident is generally subject to taxation at the relevant income tax rate, unless otherwise provided in the relevant double taxation treaty concluded by the Slovak Republic.

Deductions from yields on the Bonds

As a result of the withholding tax under Act No. 463/2013 Coll., which amends the Income Tax Act, the yields on the Bonds of individuals who are compulsorily insured in the Slovak Republic should not be subject to health insurance contributions. However, in light of repeated recent changes to the withholding tax regime and the levying of withholding taxes on the yield on the Bonds

TOMES & PARTNERS Ltd.

it is necessary for each Bondholder to consider for itself the possible obligations in this area under the relevant legislation, including the relevant transitional provisions.

12.1.1 Foreign exchange regulation in the Slovak Republic

The issue and acquisition of the Bonds is not subject to foreign exchange regulation in the Slovak Republic. Foreign Bondholders may, subject to certain conditions, purchase funds in foreign currency for Slovak currency (euro) without foreign exchange restrictions and thus transfer the amounts paid by the Issuer on the Bonds from the Slovak Republic in foreign currency.

12.2 Luxembourg

Taxation of interest yields and on the sale of the Bonds

(a) Interest yields derived from the Bonds by corporations are taxed at a tax rate of 31%. The tax is calculated as part of the income tax return.

(b) The difference between the sale price and the purchase price of the Bonds is taxable as capital gains. Individuals include this income in their annual tax return and are taxed at 0%.

(c) Tax advisers must be consulted for complete tax advice.

13. Enforcement of private law claims against the Issuer

(a) The text of this article is only a summary of certain provisions of Slovak law relating to the enforcement of private law claims related to the Bonds against the Issuer. This summary does not describe the enforcement of claims against the Issuer under the laws of any other state. This summary is based on the legislation in force at the date on which this Prospectus was prepared and may be subject to subsequent change (including with potential retroactive effect). The information provided in this article is presented only as general information to characterize the legal situation and has been obtained from the legislation. Investors should not rely on the information contained herein and are advised to review with their legal advisors the issues of enforcement of private law liabilities against the Issuer.

(b) The courts of the Slovak Republic shall have jurisdiction to enforce any private law claims against the Issuer in connection with the purchase or holding of the Bonds. All the Issuer's rights and obligations regarding the Bondholders are governed by Slovak law. As a result, there is only a limited ability to enforce rights against the Issuer in proceedings in foreign courts or under foreign law.

(c) The Brussels I Regulation (recast) is directly applicable in the Slovak Republic. Under the Brussels I Regulation (recast), with certain exceptions set out in this Regulation, judgements issued by judicial authorities in EU Member States in civil and commercial matters are enforceable in the Slovak Republic and, conversely, judgements issued by judicial

TOMES & PARTNERS Ltd.

authorities in the Slovak Republic in civil and commercial matters are enforceable in EU Member States.

(d) In cases where the application of the Brussels I Regulation (recast) is excluded for the purpose of recognition and enforcement of a foreign judgement, but the Slovak Republic has concluded an international treaty on recognition and enforcement of judgements with a certain state, the enforcement of judgements of such state is ensured in accordance with the provision of the international treaty. In the absence of such a treaty, decisions of foreign courts may be recognised and enforced in the Slovak Republic under the conditions set out in Act No. 97/1963 Coll. on Private International Law and Procedure, as amended. Pursuant to this Act, decisions of judicial authorities of foreign states in matters referred to in the provisions of Section 1 of the said Private International Law and Procedure Act, foreign treaties and foreign notarial deeds (hereinafter collectively referred to as “foreign judgements”) may not be recognised and enforced if

(i) the matter decided falls within the exclusive jurisdiction of the authorities of the Slovak Republic or the authority of a foreign state would not have jurisdiction to decide the matter if the provisions of Slovak law were applied to assess its jurisdiction; or

(ii) they are not final or enforceable in the State in which they were issued; or

(iii) it is not a decision on merits, or (iv) the party against whom the decision is to be recognised has been deprived by the foreign authority of the opportunity to be heard by that authority, in particular if he has not been duly served with a summons or with a request for the instituting of proceedings; the court shall not examine whether this condition has been satisfied if the foreign decision has been duly served on that party and the party has not appealed against it, or if that party has declared that he does not insist on the examination of this condition; or

(v) a Slovak court has already given a final decision in the case or there is an earlier foreign judgement in the same case which has been recognised or meets the conditions for recognition; or

(vi) recognition would be contrary to Slovak public order.

13.1 Language

(a) This Prospectus is drawn up and will be approved by the NBS in the Slovak language. The prospectus may be translated into English or other languages. In the event of any inconsistencies between the different language versions of the Prospectus, the Slovak language version shall prevail.

TOMES & PARTNERS Ltd.

14. Data incorporated by reference

The following information is incorporated by reference into this Base Prospectus:

Document	Link	Page.
Audited financial statements for the period 1 January 2021 to 31 December 2021	https://www.uniprocapital.cz/wp-content/uploads/2024/01/2021_UNIPRO-Capital_audit_el.pdf	Full document
Audited financial statements for the period 1 January 2022 to 31 December 2022	https://www.uniprocapital.cz/wp-content/uploads/2024/01/2022_UNIPRO-Capital_audit_el.pdf	Full document
Interim financial statements for the period 1 January 2023 to 30 June 2023	https://www.uniprocapital.cz/wp-content/uploads/2024/01/20230630_UNIPRO-Capital_ucetni-zaverka-predbezni.pdf	Full document