

## Terms of issue of UNIPRO SPE01 SE **“UNIPRO 2020” bonds**

### **1 Basic characteristics of the bonds**

#### **1.1 Issuer:**

The bond issuer is UNIPRO SPE01 SE, with its registered office at Korunní 2569/108, Vinohrady, 10100 Prague 10, Comp. ID No.: 07580592, registered in the Commercial Register kept by the Regional Court in Prague. The company is registered by the Municipal Court in Prague under file number H 2183

#### **1.2 Bond name:**

The name of the issued bonds is “UNIPRO 2020”. The issuer does not intend to ask for the adoption of bonds for trading on the regulated market or multilateral trading facility.

#### **1.3 Bond type:**

The issued bonds are corporate bonds, not bonds of a special type.

#### **1.4 Version and form of the bonds:**

The bonds are in letter version, in the form to order, and they are issued as individual or bulk bonds in the number of 1,000 (one thousand) pieces in the nominal value of 25,000.

#### **1.5 Numerical designation of the bonds:**

Individual bonds will be designated in order from Numbers 1 (one) to 1,000 (one thousand).

#### **1.6 Nominal value of the bonds:**

The nominal value of each bond is 25,000 (twenty-five thousand Czech crowns) as the amount due. The estimated value of the entire issuance of the bonds is CZK 25,000,000 (twenty-five million Czech crowns). The bonds might be issued by the issuers in a smaller volume in compliance with the provisions of S 7 of Act No. 190/2004 Coll., on Bonds, as amended.

#### **1.7 Rate of issue of the bonds:**

The rate of issue of the bonds as at the issuance date equals the bond nominal value, i.e. 25,000 (twenty-five thousand Czech crowns).

#### **1.8 Interest yield of the bonds:**

The bonds bear interest applying a fixed interest rate in the amount of 9.10% per year.

#### **1.9 Issuer rating:**

The evaluation of the financial capability of the issuers (rating) was not executed.

### **2 Bond issuance**

#### **2.1 Issuance date:**

The issuance date is 17.12.2018. The bonds can be subject to single issuance as at the issuance date or any time in the course of the issuance period which expires on 31.07.2019. The issuer is entitled to extend the subscription period.

#### **2.2 Bond yield:**

The bonds bear interest applying a fixed interest rate in the amount of 9.10% per year.

#### **2.3 Bond subscription:**

The bonds will be offered in the form of a public bid and therefore the issuer does not issue and publish the securities prospectus pursuant to Act No. 256/2004 Coll., on Capital Market Business, as amended. The public bid is executed based on the statutory exception. The bond subscription period starts on 17.12.2018 and ends on 31.07.2019.

The bond subscription occurs under the Bond Subscription Agreement. The venue for the bond handover is the issuer's registered office while the handover period is set at a maximum of 14 (fourteen) working days after the rate of issue payment. Based on the

owner's request, following the amount of the rate of issue payment to the issuer's bank account, the filled in bond can be sent within the period provided above to the owner via registered mail through the Czech Post or via courier service. The issuer shall provide for the issuance, repayment and payment of the bond yield independently or via an authorised person. The risk of damage is transferred to the subscriber by the bond takeover.

## **2.4 Rate of issue repayment:**

The rate of issue will be repaid within 7 working days from the subscription date via a noncash transfer to the issuer's bank account No. kept by .

# **3 Bond yield**

## **3.1 Bond yield:**

The bonds bear interest applying a fixed interest rate in the amount of 9.10% p.a. The interest rate is fixed for the entire issuance period. The bonds bear interest from the date following the repayment date of the rate of issue, however, at the earliest as at the bond issuance date.

The interest yields are paid monthly, as at the last day of each calendar month to the bond validity date.

The calculation of the proportionate part of the interest yield is carried out on the basis of one year consisting of 360 days and 12 months of 30 days while in case of an incomplete month the number of actually elapsed days from the month of 30 days will be taken as the basis (according to the convention for calculation of the BCK-standard 30E/360 interest).

The issuer excludes the possibility to differentiate between the right for the payment of the bond yield and the bond pursuant to the provisions of S 18 of Act No. 190/2004 Coll., on Bonds, as amended.

The entitlement for the bond interest yield expires on the maturity date or on the early repayment date.

## **3.2 Method and place of the bond yield payment:**

The decisive date for the bond yield payment is the last day of the relevant month. The interest yield will always be received by the person who is a bond owner on the last date in each month defined in Article 3.1. till the bond maturity date.

The bond yield payment will be paid via a noncash transfer to the bond owner account. Upon the bond submission, the bond owner shall be obliged to inform the issuer in writing of its bank account and of eventual changes to the account, no later than 3 days from the execution of this change. The bond yield is due within 5 days from the decisive date. If the last day of the bond yield maturity falls on a date which is not a working day, the payment date is the next working day.

The payment means the deduction of the monetary amount from the issuer bank account.

# **4 Bond yield taxation**

## **4.1 Bond yield:**

Under the legislation of the Czech Republic, the repayment of the nominal value and payments of the bond interest yields will be carried out without tax deductions or fees of any kind, unless such tax deduction or fees are required by the relevant legislation of the Czech Republic effective with regard to such payment date. If any such tax deduction or deduction of fees is required by the relevant legislation of the Czech Republic effective with regard to such payment date, the issuer will not be obliged to pay to the bond owners any other amounts as compensation for those tax deductions or fees. The relevant regulation in this regard is Act No. 586/1992 Coll., on Income Tax, as amended.

Based on the legislation effective as at the elaboration date of these terms of issue, the interest income from bonds for a natural person who is a Czech tax resident (or the Czech permanent establishment of a natural person who is not a Czech tax resident), Czech taxes will be collected by a deduction at the source, the rate of such tax being 15%.

Based on the legislation effective as at the elaboration date of these terms of issue it is applicable that if interest is earned by a legal person who is a Czech tax resident (or the Czech permanent establishment of a legal person who is not a Czech tax resident), the interest income is a part of its general tax base subject to the relevant tax rate from the corporate income tax.

In case of interest income earned by a Czech tax non-resident, it is necessary to consider the double taxation agreement, if concluded.

## **5 Bond repayment**

### **5.1 Bond maturity date:**

The bond nominal value as an amount due will be repaid as at the bond maturity date, i.e. as at 16.12.2020

### **5.2 Early bond repayment:**

The issuer shall, at their own discretion, be obliged to fully or partially or in parts repay all currently overdue bonds, including the pro rata interest yield for such bonds accrued as at any date. The issuer will inform the bond owners of this decision no later than 15 days prior to the early repayment date. Art. 5.3 of these terms of issue thus applies to the bond repayment.

The bond owner is not entitled to ask for bond repayment prior to the maturity date provided in Art. 5.1 of these terms of issue.

### **5.3 Method and place of the bond repayment:**

The issuer hereby declares they owe to each bond owner the bond nominal value and the relevant currently unpaid accrued yield. The bonds will be repaid in the nominal value as at 16.12.2020. The bond bearing interest expires on this date. The bond nominal value including the last interest yield will be paid to the investor who is the bond owner on 16.12.2020. If the principal instalment date falls on a day which is not a working day, the payment will be carried out on the first subsequent working day without entitlement to any yield for the payment postponement.

The payment of the bond nominal value will be executed by a noncash transfer to the account of the bond owner. Upon the bond submission, the bond owner shall be obliged to inform the issuer in writing of their bank account and of eventual changes to the account, no later than 3 days from execution of this change. If the payment date falls on a day which is not a working day, the payment will be carried out on the first subsequent working day without entitlement to any yield for the payment postponement.

Payment means the deduction of the monetary amount from the issuer bank account.

### **5.4 Bond repayment currency:**

The issuer undertakes to pay the interest yields and to repay the bond nominal value exclusively in Czech crowns or in any other legal currency of the Czech Republic which would replace the Czech crown.

### **5.5 Right of the issuer to purchase the bonds:**

The issuer can repurchase the bonds on the market at any price any time. The bonds repurchased by the issuer do not expire, unless the issuer decides otherwise. If the issuer fails to decide on the expiry of the bonds repurchased by them, they can dispose of these bonds at their own discretion.

## **6 The identification of persons participating in securing the bond issuance, bond repayment and bond yield payment while stating the method of their participation in these activities**

### **6.1 Issuer statement:**

The issuer hereby declares that all activities related to bond issuance, bond repayment and bond yield payment are secured by the issuer.

## **7 Meeting of the bond owners**

### **7.1 Notification of the bond owner meeting:**

The issuers will inform of the holding of the owner meeting at least within 15 days prior to its date by publishing the notification in a manner according to Art. VIII of these terms of issue.

Another convener will inform of the holding of the owner meeting by the notification published in the Hospodářské noviny daily; if the Hospodářské noviny daily ceases to exist, the notification will be published in the MF DNES daily. Moreover, another convener is obliged to deliver to the issuer a notification of this meeting at latest 30 days prior to the meeting date including an invitation to publish this notification in a manner according to Art. VIII of these terms of issue.

## **7.2 Decisive date for participation in the bond owner meeting:**

The decisive date for participation in the bond owner meeting is the date of the bond owner meeting.

# **8 Method of publication and making available further information on bonds**

## **8.1 Method of publication:**

The information and data on bonds will be made available and will be published on the issuer's website as at the date of the publication of these terms of issue at the website address [www.uniprospe.eu](http://www.uniprospe.eu), unless the legislation defines another manner of publication and making available.

## **8.2 Terms of issue:**

These terms of issue are made available in printed form at the issuer's registered office and on the issuer's website at the address [www.uniprospe.eu](http://www.uniprospe.eu).

# **9 Final provisions**

## **9.1 Obligations of the issuer:**

The issuer undertakes it will provide for the payment of the bond interest yields and it will repay the bond nominal value to their owners according to these terms of issue.

The bonds are the direct, unconditional and non-subordinated obligations of UNIPRO SPE01 SE which are at the same level with all other existing and future direct, unconditional and non-subordinated obligations of this company.

## **9.2 Translation of terms of issue:**

These terms of issue can be translated into foreign languages. In case of any conflict between various language versions of the terms of issue, the Czech version will prevail.

## **9.3 Statute of limitation:**

All rights related to bonds pursuant to the provision of § 42 of Act No. 190/2004 Coll., on Bonds, as amended, come under the statute of limitation by the lapse of ten years from the date when they could be exercised for the first time.

## **9.4 Governing law and arbitration clause:**

Legal relationships regarding the bonds are governed by the jurisdiction of the Czech Republic, especially by Act No. 190/2004 Coll., on Bonds, as amended. All conflicts concerning the rights and obligations regarding the Bond will be decided upon definitively by the Arbitration Court at the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic according to the rules of the court by three arbitrators.

In Prague, 17.12.2018  
UNIPRO SPE01 SE