**CONVERTIBLE LOAN AGREEMENT**

by and among

**[●]**

and

**[●]**

and

**[●]**

and

**[●]**

and

**[●]**

**THIS AGREEMENT** (the “**Agreement**”) concluded under Section 269 (2) of the Commercial Code (as this term is defined below) is entered into

**BY AND AMONG**

1. **[●]**, a company incorporated under the laws of [the Slovak Republic], with its registered office at [●], Identification No (*IČO*): [●], registered with the Commercial Register of the District Court [●], Section [●], File No [●] (the “**Borrower**”) as borrower;

and

1. **[●]**, with [his][/her] permanent residence at [●], date of birth [●] (“**Founder 1**”) as founder;

and

1. **[●]**, with [his][/her] permanent residence at [●], date of birth [●] (“**Founder 2**”) as founder[;

and

1. **[●]**, with [his][/her] permanent residence at [●], date of birth [●] (“**Founder** [●]”) as founder]

(Founder 1, Founder 2[ and Founder [●]] collectively referred to as the “**Founders**”); and

1. **[●]**, a company incorporated under the laws of [●], having its registered office at [●], Identification No (*IČO*):[/Registered No] [●] (the “**Lender**”) as lender

(the Borrower, the Founders and the Lender collectively referred to as the “**Parties**” and individually as a “**Party**”)

1. **DEFINITIONS AND INTERPRETATION**
   1. Unless defined otherwise in this Agreement, capitalized terms used in this Agreement have the meaning defined below:

“**Availability Period**” means a period starting on (and including) the Signing Date and ending on (and including) [●].

“**Business Purpose**” means [●].

“**Civil Code**” means Act No. 40/1964 Coll., the Civil Code.

“**Commercial Code**” means Act No. 513/1991 Coll., the Commercial Code.

“**Contribution**” means a contribution by the Lender to:

1. registered capital of the Borrower; and/or
2. capital funds of the Borrower from contributions,

corresponding to the Conversion Amount.

“**Conversion Amount**” means the Loan along with the accrued interest (to the extent not capitalised) and other appurtenances of the Loan.

“**Discount 1**” has the meaning defined in Clause 8.3 (a) below.

“**Discount 2**” has the meaning defined in Clause 8.3 (b) below.

“**Event of Default**” means any of the events or circumstances set out in Clause 9.1 below.

“**Final Repayment Date**” means:

1. the day falling [●] [●] after the Signing Date; or
2. such later date as may be agreed between the Borrower and the Lender in writing.

“**Final Shareholder Structure**” means shareholder structure of the Borrower set out in Annex 2 (*Final Shareholder Structure)* below.

“**Procedure I**” has the meaning defined in Clause 8.2 below.

“**Procedure II**” has the meaning defined in Clause 8.5 below

“**Interest Period**” means a period determined in accordance with Clause 12 (*Interest Periods*) below.

“**Loan**” means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

“**Qualifying Financing**” means any contribution to registered capital of the Borrower and/or to other capital funds of the Borrower from contributions (*kapitálový fond z príspevkov*) undertaken by any [new] investor(s) in one investment round exceeding total amount of [EUR] [●].

“**Qualifying Financing Date**” means the day on which an undertaking to provide Qualifying Financing in the form of undertaking to contribute (*prevzatie záväzku na vklad/*príspevok) is duly signed.

“**Signing Date**” means the date of signing of this Agreement by the last Party.

“**Utilisation Date**” means the day on which the Loan is to be advanced.

“**Utilisation Request**” means a request substantially in the form set out in Annex 1 (*Utilisation Request*) below.

* 1. The interpretation of this Agreement shall be based on the following rules:

1. References to “**Clauses**” and “**Annexes**” shall be construed as references to the relevant

Clauses of and Annexes to this Agreement; each Annex forms an integral part of this Agreement.

1. References to the “**Lender**”, the “**Borrower**” or a “**Party**” " or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Agreement.
2. References to a “**business days**” shall be construed as references to any day, other than Saturday, Sunday and a public holiday pursuant to the current Slovak law.
3. A reference to interest accruing in relation to the Loan being “**capitalised**” is a reference to such interest becoming, and henceforth being treated as, a part of the principal of the Loan.
4. An Event of Default is “**continuing**” if it has not been remedied or waived.
5. The terms defined in this Agreement in plural shall have the same meaning in the singular, and *vice versa*.
6. The headings used in this Agreement are inserted for reference only and shall be irrelevant for the interpretation of this Agreement.
7. References to any law apply to the relevant law, as amended, or to the law that will substitute the relevant law.
8. Besides the statutory provisions the application of which is expressly excluded in this Agreement, no other statutory provisions shall be applied for the purposes of this Agreement to the extent to which they are replaced by derogating provisions between the Parties under this Agreement.
9. **THE LOANS**

On the terms and conditions set forth below, the Lender makes available to the Borrower a term facility in an aggregate amount of [EUR] [●] (the “**Facility**”).

1. **PURPOSE**

The Borrower undertakes to use the Loan solely for the Business Purpose.

1. **UTILISATION**
   1. The Lender shall make available the Loan to the Borrower on the Utilisation Date following due receipt of a duly completed Utilisation Request.
   2. Utilisation Request shall not be deemed to be duly completed unless:
2. the Utilisation Date proposed in it is a day falling:
3. within the Availability Period; and
4. not less than [●] business days following the delivery of the Utilisation Request to the Lender;
5. the currency of the Loan requested in accordance with it is [EUR];
6. the Loan requested in accordance with it does not exceed the available Facility; and
7. it is duly signed by an authorised representative of the Borrower.
   1. The Utilisation Request will be deemed to be duly delivered, if it is duly completed and sent by the Borrower to the email address of the Lender set forth in Paragraph 16.2 below.
   2. Unless the Borrower and the Lender explicitly agree otherwise in writing, the Borrower may duly deliver only one (1) duly completed Utilisation Request.
   3. [Notwithstanding any other provision of this Clause 4, the Parties expressly agree that, provided that no duly completed Utilisation Request is duly delivered to the Lender on or prior to the last date of the Availability Period, the Utilisation Request will be deemed to be:
8. delivered to the Lender on the last day of the Availability Period;
9. will be deemed to request a Loan denominated in [EUR] equal to the whole amount of the available Facility; and
10. will be deemed to be duly completed and delivered by the Borrower.]
    1. The Lender shall transfer the amount in accordance with a duly completed and duly delivered Utilisation Request to the account of the Borrower No. [●], IBAN [●], SWIFT (BIC): [●], held by [●], Identification No (*IČO*): [●] on the Utilisation Date.
    2. Notwithstanding any other provision of this Clause 4, the Lender will not be obliged to comply with its obligation to advance a Loan (or any of its parts) to the Borrower, provided that, on the day of delivery of the Utilisation Request or on the proposed Utilisation Date:
11. an Event of Default lasts; or
12. the value of the assets of the Borrower is less than its liabilities (taking into account contingent and prospective liabilities), save for transitory negative equity situations, in such extent that the Borrower meets the conditions to be considered insolvent or overindebted under the laws of any jurisdiction applicable to it.
13. **REPAYMENT**

The Borrower shall repay the Loan together with accrued interest to the Lender on the Final Repayment Date.

1. **MANDATORY PREPAYMENT AND CAPITALISATION**
   1. The Borrower shall inform the Lender of the contemplated Qualifying Financing Date immediately after ascertaining when the Qualifying Financing Date will occur (such notice the “**Qualifying Financing Precedent Notice**”).
   2. If the Lender so notifies the Borrower in writing (such notification the “**Capitalisation Notice**”) by no later than on the day falling [●] [business] days following the delivery of the Qualifying Financing Precedent Notice to the Lender:
2. on the day of the receipt of the Capitalisation Notice by the Borrower, the interest accrued in relation the Loan will be capitalised; and
3. on each day following the day of the receipt of the Capitalisation Notice by the Borrower, the interest accrued in relation to the Loan since the immediately preceding day will be *eo ipso* capitalised.
   1. Without prejudice to Clause 8 (*Conversion*) below, provided that the Qualifying Financing Date occurs:
4. the Borrower shall, without undue delay, notify the Lender in writing of the occurrence of the Qualifying Financing Date (such notification (“**Qualifying Financing Subsequent Notice**”); and
5. if the Lender so notifies the Borrower in writing (such notification “**Prepayment Notice**”) by no later than on the day falling [●] [business] days following the delivery of the Qualifying Financing Subsequent Notice to the Lender,

the Facility will be cancelled and the Loan, together with accrued interest, and all other amounts accrued under this Agreement, will become immediately due and payable.

1. **VOLUNTARY CANCELATION**
   1. The Borrower may cancel the Facility (in full or in part) at any time, by a written notice delivered to the Lender (each such notice a “**Cancelation Notice**”). Following the delivery of a Cancelation Notice to the Lender, the Facility will be (to the extent set out in the Cancelation Notice, and if no extent of cancelation is set out in such Cancelation Notice, then in full) cancelled.
   2. Notwithstanding any other provision of this Agreement:
2. the Facility will be cancelled in full eo ipso on the day following the last day of the Availability Period;
3. to the extent the Loan is prepaid, it is not available for re-borrowing; and
4. to the extent the Facility is cancelled, it ceases to be available for utilisation.
5. **CONVERSION**
   1. Unless the Lender and the Borrower expressly agree otherwise in writing, the Borrower shall ensure that:
6. the general meeting of the Borrower approves the Contribution; and
7. an agreement on set-off of: (i) the receivable of the Lender vis-à-vis the Borrower corresponding to the Conversion Amount against (ii) the receivable of the Borrower vis-à-vis the Lender for payment of the Contribution, be entered into between the Lender and the Borrower.
   1. The Lender shall duly sign a document documenting the undertaking to make the Contribution.
   2. The Lender and the Founders shall:
8. vote, and the Founders shall exert their best efforts to procure that all shareholders of the Borrower will vote at the general meeting of the Borrower so as to approve the amendment of the [memorandum of association] of the Borrower reflecting the Final Shareholder Structure which will change the ownership interests of the shareholders of the Borrower taking into consideration the conversion of the Conversion Amount into equity of the Borrower favouring the Lender as regards the increase of the ownership interest owned by the Lender with the discount of [●]% (“**Discount 1**”), if the Qualifying Financing Date occurs until (and including) [●]; or
9. vote, and the Founders shall exert their best efforts to procure that all shareholders of the Borrower will vote at the general meeting of the Borrower so as to approve the amendment of the [memorandum of association] of the Borrower reflecting the Final Shareholder Structure which will change the ownership interests of the shareholders of the Borrower taking into consideration the conversion of the Conversion Amount into the equity of the Borrower, favouring the Lender as regards the increase of the ownership interest of the Lender with the discount of [●]% (“**Discount 2**”), if the Qualifying Financing Date occurs after [●],

where the Parties agree the Final Shareholder Structure, as negotiated between the Lender and the Borrower, is to be calculated on the basis of the post-money valuation of the Borrower as at the Qualifying Financing Date (including Conversion Amount), which shall be agreed with the new investor, whereby such valuation shall be lowered by Discount 1 or Discount 2 respectively

(the procedure set out in this Clause 8.3 “**Procedure I**”).

* 1. The Borrower and the Founders shall be obliged to take all such actions as may be necessary or advisable in the opinion of the Lender (acting in its sole discretion), in order to give effect to the transactions and other action comprising Procedure I.
  2. If the Loan is not repaid until the Final Repayment Date, the Lender, the Founders and the Borrower shall negotiate and agree in good faith the next steps including but not limited to repayment of the Loan and/or, at the sole discretion of the Lender, terms and conditions for the conversion of receivables of the Lender towards the Borrower under this Agreement into the equity of the Borrower (“**Procedure II**”). If the Final Repayment Date occurs, the Lender, the Founders and the Borrower shall give effect to Procedure II.
  3. The Parties shall provide each other with reasonable cooperation for successful completion of Procedure I or Procedure II. If any additional agreement(s) or amendment to this Agreement is necessary for the implementation and completion of Procedure I and/or Procedure II, the Parties shall, without undue delay, enter into such agreements or amendment and shall take any and all necessary steps necessary for the implementation and completion of Procedure I and/or Procedure II.

1. **EVENTS OF DEFAULT**
   1. Each of the events or circumstances set out in this 9.1 is an Event of Default.
2. A bankruptcy or restructuring petition has been presented or filed by the Borrower, shareholders of the Borrower or a third party or a resolution has been made by a court in relation to the Borrower.
3. The Borrower:
4. is unable or admits inability to pay its debts as they fall due;
5. is deemed to, or is declared to, be unable to pay its debts under applicable law;
6. suspends or threatens to suspend making payments on any of its debts; or
7. by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Lender in its capacity as such) with a view to rescheduling any of its indebtedness.
8. A moratorium is declared in respect of any indebtedness of the Borrower. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.
9. The general meeting of the Borrower has resolved on winding-up of the Borrower with or without liquidation.
10. A petition for dissolution of the Borrower has been filed with a court by the Borrower, the shareholders or a third party.
11. A notice of a contemplated merger of the Borrower with other entities, a plan of division of Borrower or plan to change legal form of the Borrower was drawn up.
12. The Borrower has decided on a transfer or has transferred the enterprise of the Borrower or any part of it.
13. A breach of the Borrower or any Founder of its obligations under this Agreement, which (if capable of remedy) is not remedied by no later than [●] [business] days following the sooner of the following: (i) the Lender notifying the Borrower of the occurrence of such breach or (ii) the Borrower otherwise ascertaining the occurrence of such breach.
14. Any representation made by the Borrower in this Agreement proves to be incorrect or incomplete in any material respect or proves to be misleading.
    1. At any time when an Event of Default is continuing, the Lender may:
15. by delivery of a written notice to the Borrower, declare the Loan, along with the interest accrued and all other appurtenances, immediately payable; or
16. by delivery of a termination notice (the “**Termination Notice**“) to the Borrower, terminate this Agreement; such termination will become effective immediately following the delivery of the Termination Notice.
17. **INTEREST**
    1. The Borrower shall pay interest on the outstanding balance of the Loan at the rate of [●]% [in words [●] *per cent.*] *per annum*.
    2. The interest shall accrue from (and including) the first day of the Interest Period to (but excluding) the last day of such Interest Period.
    3. Unless Subparagraph (b) of Paragraph 6.3 applies, the Borrower shall pay accrued interest on the Loan on the last day of each Interest Period.
    4. For the purpose of calculation of interest, a year of 360 days shall be used, and each month shall be deemed to have 30 days (i.e., European Standard, 30E/360).
18. **DEFAULT INTEREST**
    1. If the Borrower fails to pay any amount payable by it under this Agreement on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, is [●] per cent. per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Lender (acting reasonably).
    2. Any interest accruing under this Clause 11 shall be immediately payable by the Borrower on demand by the Lender.
19. **INTEREST PERIODS**
    1. Interest Period will (except for the Interest Period commencing on the Utilisation Date, the duration of which may be altered in accordance with Paragraph 12.2 below and the last Interest Period the duration of which may be altered in accordance with Paragraph 12.3 below) correspond to [●].
    2. An Interest Period shall start on the Utilisation Date or (if the corresponding Loan has already been advanced by the Lender) on the last day of its preceding InterestPeriod.
    3. An Interest Period shall not extend beyond the Final Repayment Date. If an Interest Period would otherwise end on a day occurring after the Final Repayment Date, such Interest Period will end on the Final Repayment Date.
20. **REPRESENTATIONS AND WARRANTIES**
    1. The Borrower hereby represents and warrants to the Lender that, as at the Signing Date, all of the following representations and warranties are true:
21. The Borrower is a company duly incorporated and established in accordance with laws of [the Slovak Republic] and the facts about the Borrower stated in the Commercial Register are true, correct and complete.
22. The Borrower is duly authorized to (i) enter into this Agreement, (ii) perform its obligations stemming from the Agreement, and (iii) consummate the transactions contemplated by the Agreement.
23. The obligations set out in the Agreement constitute valid and binding obligations of the Borrower enforceable against it in accordance with the terms and conditions of this Agreement.
24. Neither the execution of this Agreement by the Borrower nor the consummation of the transactions in connection with this Agreement:
25. is a breach of any obligation arising under the valid legal regulations in any jurisdiction by which the Borrower is bound;
26. is a breach of any duty arising under any agreement to which the Borrower is a party;
27. is in contradiction with any requirement, decision or preliminary ruling of any administrative body or court or an arbitration finding adopted by arbitrators by which the Borrower is bound; or
28. is a breach of any rights or obligations of any third party.
    1. The Lender hereby represents and warrants to the Borrower that, as at the Signing Date, all of the following representations and warranties are true:
29. The Lender is duly authorised to (i) enter into this Agreement, (ii) perform its obligations stemming from the Agreement, and (iii) consummate the transactions contemplated by the Agreement.
30. The obligations set out in the Agreement constitute valid and binding obligations of the Lender enforceable against it in accordance with the terms and conditions of this Agreement.
31. Neither the execution of this Agreement by the Lender nor the consummation of the transactions in connection with this Agreement:
32. is a breach of any obligation arising under the valid legal regulations in any jurisdiction by which the Lender is bound;
33. is a breach of any duty arising under any agreement to which the Lender is a party;
34. is in contradiction with any requirement, decision or preliminary ruling of any administrative body or court or an arbitration finding adopted by arbitrators by which the Lender is bound; or
35. is a breach of any rights or obligations of any third party.
    1. The Borrower agrees and acknowledges that the representations of the Lender contained in Clause 13.2 are the only and exclusive representations and warranties given by the Lender in relation to this Agreement.
    2. [The liability of the Borrower in respect of any claims of the Lender arising out of any complete or partial incorrectness and/or untrueness of one or more of the Borrower’s representations and warranties (the “**Claim**”) shall be limited as follows:
36. the Borrower shall not be liable in respect of a Claim to the extent that the facts giving rise to such Claim were known at the date of this Agreement to the Lender;
37. the liability of the Borrower in respect of any Claim shall not arise unless and until the amount of such Claim when substantiated exceeds EUR [●] (in words: [●] euros);
38. the aggregate liability of the Borrower with respect to all Claims hereunder shall not exceed [●]% of the Conversion Amount;
39. the Borrower shall not be liable in respect of any Claim unless written notice containing full details of such Claim is given by or on behalf of the Lender to the Borrower by no later than [●] months from the Signing Date; and
40. the Lender shall not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once in respect of any one shortfall, damage, deficiency, breach or other set of circumstances which gives rise to one or more Claims; and
41. the Borrower shall have no liability for any loss of business or profits, or in connection with any indirect or consequential loss or any punitive or aggravated damages or anything similar in any jurisdiction, arising out of any matter or circumstance giving rise to a Claim.]
42. **TERMINATION**

This Agreement can be terminated only upon a written agreement between the Parties if not expressly stipulated otherwise in this Agreement. The Parties agreed that this Agreement cannot be terminated by any of the Parties unless specifically stated to the contrary by this Agreement. The Parties agree that application of any non-mandatory provisions of the Civil Code or Commercial Code governing the right of notice, rescission or any other unilateral termination of a contract is precluded by this reference.

1. **CONFIDENTIALITY**
   1. None of the Parties shall provide any third party with any information about the terms and conditions of this Agreement and the associated negotiations (“**Confidential Information**”) relating to the other Parties without the prior written consent of such other Parties, except for (i) its consultants bound by the confidentiality obligation in a similar scope, (ii) relevant state and other administrative authorities and courts where the Parties are required under generally applicable legal regulations to provide the authorities with such information, or (iii) information that is or will become publicly available other than as a result of a breach of this Agreement.
   2. None of the Parties shall make any public statement and shall not provide any information to the public regarding the existence or the subject matter of this Agreement without the prior written consent of the other Parties. The provision in the preceding sentence does not apply to any public statements made or information disclosed in accordance with applicable laws or based on the lawful request of any governmental authority, court or administrative authority, or in compliance with the trading rules of any relevant regulated securities market, if the Party required to make such a public statement or to disclose such information informs the other Parties as soon as possible before complying with such an obligation.
2. **NOTICES**
   1. Unless expressly stipulated otherwise in this Agreement, the communications exchanged between the Parties, in particular any notices or other communications required under this Agreement, shall be in writing in the English language and shall be delivered to the other Party at the following addresses solely (i) by hand delivery, (ii) by registered letter sent by a recognized mail provider, (iii) by a courier service provider enabling confirmation of delivery, or (iv) via email and simultaneously by one of the methods referred to under (i) to (iii).
   2. Mailing addresses of the Parties shall be the addresses in the heading of this Agreement, unless notified otherwise by the Parties in accordance with this Agreement. The email addresses of the Parties are following:
3. in relation to the Borrower: [●];
4. in relation to the Lender: [●];
5. in relation to Founder 1: [●];
6. in relation to Founder 2: [●][ and
7. in relation to Founder [●]: [●]]
8. **FINAL PROVISIONS**
   1. This Agreement shall become valid and effective as of the date of its conclusion.
   2. The exchange of a fully executed version of the Agreement by electronic transmission in PDF format or otherwise shall be sufficient to bind the Parties to the terms and conditions of this Agreement and no exchange of originals is necessary.
   3. The Agreement may be amended only by agreement of the Parties in the form of numbered written amendments.
   4. Any of the provisions of this Agreement which are held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, shall be in such extent of invalidity and unenforceability considered as severable and will be looked upon as if deleted from the Agreement while the rest of this Agreement shall otherwise remain unchanged, thus in full force and effect. The Parties undertake to replace the invalid or unenforceable provisions by provisions which most closely reflect their meaning and purpose according to this Agreement.
   5. Any dispute or claim arising out of or in connection with this Agreement, including any questions relating to its validity, interpretation, breach or termination, shall be governed by Slovak law. The Parties undertake to settle any disputes by mutual agreement. If this is not possible, the courts of the Slovak Republic will have jurisdiction to decide disputes.
   6. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements or agreements related to the subject matter hereof, either written or oral.
   7. The Parties for the purposes of this Agreement assume the risk of a change in circumstances.
   8. The Borrower shall pay all costs and external out-of-pocket expenses incurred in connection with corporate changes of the Borrower made in relation to the Loan and this Agreement to the extent agreed by the Borrower in writing.
   9. General or special business practices do not take precedence over the legal provisions of a non-mandatory nature.
   10. This Agreement has been executed in [●] ([●]) identical counterparts in the English language. Each Party shall receive [one] [(1)] counterpart hereof.

**Annex 1  
Utilisation Request**

From: [*business name of the Borrower*] [, Identification No (IČO): [ ]]

To: [*business name of the Lender*][, Identification No (IČO): [ ]]

Dated:

Dear Sirs

**[*business name of the Borrower*]** **– [EUR] [*amount*] Convertible Loan Agreement**

**dated [*date*] (the "Loan Agreement")**

1. We refer to the Loan Agreement.
2. This is a Utilisation Request.
3. Terms defined in the Loan Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
4. We wish to borrow a Loan on the following terms:
   1. Proposed Utilisation Date: [             ] (or, if that is not a business day, the immediately following business day)
   2. Amount: [             ]
5. This Utilisation Request is irrevocable.

Yours faithfully

In [*place*] on [*date*]

For [*business name of the Borrower*]**Annex 2  
Final Shareholder Structure**

|  |  |
| --- | --- |
| **Shareholder** | **Share of the equity, voting rights and profits** |
| \*\*\*\* | \*\*\*\* % (common/preferred Share) |
| \*\*\*\* | \*\*\*\* % (common/preferred Share) |
| \*\*\*\* | \*\*\*\* % (common/preferred Share) |

|  |  |
| --- | --- |
| [●] | [●] |
| **Place:** [●] | **Place:** [●] |
| **Date:** [●] | **Date:** [●] |
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