

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES OF AMERICA.

Terms and Conditions of the Notes

The following is the text of the terms and conditions of the Notes which, subject to amendment, will be endorsed on each Note Certificate and will be attached and (subject to the provisions thereof) apply to each Global Note:

The U.S.\$1,500,000,000 4.375 per cent. Notes due 2022 (the “**Notes**”, which expression includes any further Notes issued pursuant to Condition 13 and forming a single series therewith) of the Slovak Republic acting through the Ministry of Finance of the Slovak Republic, with registered seat at Štefanovičova 5, P.O. Box 82, 817 82 Bratislava, Identification No. 00151742 (the “**Issuer**”) were authorised pursuant to Slovak Act no. 530/1990 Coll. on Bonds, as amended.

A fiscal agency agreement dated 21 May 2012 (the “**Fiscal Agency Agreement**”) has been entered into in relation to the Notes between the Issuer and Citibank, N.A., London Branch as fiscal agent, transfer agent and paying agent, Citigroup Global Markets Deutschland AG as registrar, transfer agent and paying agent, Citibank, N.A., New York Branch as New York paying agent and transfer agent and Banque Internationale à Luxembourg, *société anonyme* as Luxembourg paying agent and transfer agent. The fiscal agent, the registrar, the transfer agents and the paying agents for the time being are referred to below respectively as the “**Fiscal Agent**”, the “**Registrar**”, the “**Transfer Agents**” and the “**Paying Agents**” (which expression shall include the Fiscal Agent). The Fiscal Agency Agreement includes the form of the Notes. Copies of the Fiscal Agency Agreement are available for inspection during normal business hours at the specified offices of the Paying Agents. The Holders of the Notes are deemed to have notice of all the provisions of the Fiscal Agency Agreement applicable to them.

1 FORM, DENOMINATION AND TITLE

(a) *Form and Denomination*

The Notes will be issued in registered form, without interest coupons. The Notes (i) sold in offshore transactions in reliance on Regulation S (“**Regulation S**”) under the United States Securities Act of 1933 (the “**Securities Act**”), will be issued in denomination of U.S.\$200,000 and in integral multiples of U.S.\$1,000 in excess thereof and (ii) sold in reliance on Rule 144A under the Securities Act (“**Rule 144A**”) will be issued in a minimum denomination of U.S.\$200,000 and in integral multiples of U.S.\$1,000 in excess thereof (each denomination of Notes referred to in (i) and (ii), an “**authorised denomination**”).

(b) *Title*

Title to the Notes will pass by and upon registration in the Register. Each Noteholder shall (except as otherwise required by law) be treated as the absolute owner of such Notes for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing on the Note Certificate relating thereto (other than

the endorsed form of transfer (the “**Transfer Form**”) or any notice of any previous loss or theft of such Note Certificate) and no person shall be liable for so treating such Holder.

2 STATUS

The Notes (subject to Condition 4) constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and the full faith and credit of the Issuer is pledged for the due and punctual payment of principal of, and interest on, the Notes and for the performance of all other obligations of the Issuer pursuant to the Notes. The Notes shall at all times rank *pari passu* without any preference among themselves and at least *pari passu* in right of payment with all other present and future unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are of mandatory application.

3 REGISTRATION AND TRANSFERS

(a) Register

The Registrar will maintain a register (the “**Register**”) outside the United Kingdom in respect of the Notes, which the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Fiscal Agency Agreement. In these Conditions, the “**Holder**” of a Note means the person in whose name such Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof), “**Noteholder**” shall be construed accordingly and “**holder**” in relation to any other Debt Security (as defined in Condition 12) means the person the Issuer is entitled to treat as the legal holder of the Debt Security under the law governing the Debt Security. A certificate (each a “**Note Certificate**”) will be issued to each Noteholder in respect of its registered holding or holdings of Notes. Each Note Certificate will be numbered serially with an identifying number which will be recorded in the Register.

(b) Transfers

Subject to paragraphs (d) and (e) below, a Note may be transferred in whole or in part in an authorised denomination upon surrender of the relevant Note Certificate, with the endorsed form of transfer duly completed, at the specified office of the Registrar or the Transfer Agent, together with such evidence as the Registrar or, as the case may be, such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the persons who have executed the Transfer Form; provided, however, that a Note may not be transferred unless the principal amount of Notes transferred and, where not all of the Notes held by a Holder are being transferred, the principal amount of the balance of Notes not transferred are authorised denominations. Where not all the Notes represented by the surrendered Note Certificate are the subject of the transfer, a new Note Certificate in respect of the balance of the Notes will be issued to the transferor.

(c) Registration and Delivery of Note Certificates

Subject to paragraphs (d) and (e) below, within five Business Days (as defined below) of the surrender of a Note Certificate in accordance with paragraph (b) above, the Registrar will register the transfer in question and deliver a new Note Certificate of the same aggregate principal amount as the Notes transferred to each relevant Holder at its specified

office or (as the case may be) the specified office of the Transfer Agent or (at the request and risk of any such relevant Holder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant Holder. In this paragraph, “**Business Day**” means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city where the relevant Transfer Agent or the Registrar (as the case may be) has its specified office. Where some but not all the Notes in respect of which a Note Certificate is issued are to be transferred, a new Note Certificate in respect of the Notes not so transferred will, within five Business Days of the surrender of the original Note Certificate in accordance with paragraph (b) above, be mailed by uninsured first class mail (airmail if overseas) at the request of the Holder of the Notes not so transferred to the address of such Holder appearing on the Register.

(d) *No Charge*

Registration or transfer of a Note will be effected without charge by or on behalf of the Issuer, the Registrar or a Transfer Agent but against payment or such indemnity as the Registrar or (as the case may be) such Transfer Agent may require in respect of any tax or other duty or governmental charge of whatsoever nature which may be levied or imposed in connection with such registration or transfer.

(e) *Closed Periods*

Noteholders may not require transfers to be registered during the period beginning on the 15th calendar day before the due date for any payment of principal or interest in respect of such Notes.

(f) *Regulations concerning Transfers and Registration*

All transfers of Notes and entries on the Register are subject to the detailed regulations concerning the transfer of Notes scheduled to the Fiscal Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests in writing a copy of such regulations.

4 NEGATIVE PLEDGE

So long as any of the Notes remain outstanding (as defined in Condition 12), the Issuer will not grant or permit to be outstanding, and will procure that there is not granted or permitted to be outstanding, any mortgage, charge, pledge, lien or other security interest (any of the foregoing a “**Security Interest**”) upon the whole or any part of its present or future assets or revenues to secure any Relevant External Indebtedness or any guarantee thereof unless the Issuer shall, (a) at the same time or prior thereto procure that all amounts payable in respect of the Notes are secured equally and rateably, or (b) provide such other security or other arrangement as shall be approved by a resolution of the requisite majority of Holders or written resolution of Holders, in each case in accordance with Condition 12(e)(Reserved Matters).

For this purpose, “**Relevant External Indebtedness**” means any present or future indebtedness (a) in the form of, or represented by, bonds, notes, debentures, loan stock or other securities which are for the time being, or are capable of being, quoted, listed or

ordinarily dealt in on any stock exchange, over the counter or other securities market and (b) which is not either (i) admitted to trading on a market of the Bratislava Stock Exchange, (ii) registered with the Central Securities Depository of the Slovak Republic, (iii) expressed to be governed by the laws of the Slovak Republic, or (iv) placed or sold in the Slovak Republic. For the purposes of this Condition, an issue is “*placed or sold in the Slovak Republic*” if more than 50 per cent. of its aggregate principal amount is initially placed in the Slovak Republic.

5 INTEREST

Each Note bears interest from 21 May 2012 at the rate of 4.375 per cent. per annum, payable semi-annually in arrear on 21 May and 21 November in each year until maturity (each an “**Interest Payment Date**”). Interest will be paid subject to and in accordance with the provisions of Condition 7. The period beginning on and including 21 May 2012 and ending on but excluding the first Interest Payment Date and each successive period beginning on and including an Interest Payment Date and ending on but excluding the next successive Interest Payment Date is called an “**Interest Period**”.

Each Note will cease to bear interest from the due date for redemption unless, after surrender of such Note, payment of principal is improperly withheld or refused, in which case it will continue to bear interest at the rate specified above (after as well as before judgment) until whichever is the earlier of (a) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (b) the day which is seven days after notice has been given to the Noteholders that the Fiscal Agent has received all sums due in respect of the Notes up to such seventh day (except, in the case of payment to the Fiscal Agent, to the extent that there is any subsequent default in payment in accordance with these Conditions).

The amount of interest payable on each Interest Payment Date shall be rounded to the nearest U.S. cent with half of a U.S. cent being rounded upwards. If interest is required to be calculated for a period of less than a complete Interest Period, the relevant day-count fraction will be determined on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the number of days elapsed.

6 REDEMPTION, PURCHASE AND CANCELLATION

(a) *Final Redemption*

Unless previously purchased and cancelled, the Notes will be redeemed at their principal amount on 21 May 2022 subject as provided in Condition 7.

(b) *Purchase and Cancellation*

The Issuer may at any time purchase Notes in the open market or otherwise at any price. Any Notes so purchased may be cancelled or held and resold (provided that, for so long as any of the Notes are “**restricted securities**” as defined in Rule 144(a)(3) under the Securities Act, such resale is outside the United States, as defined in Regulation S).

7 PAYMENTS

(a) *Method of Payment*

Payments of principal and interest in respect of the Notes will be made by U.S. dollar cheque drawn on a bank that processes payments in U.S. dollars and mailed to the Holder by uninsured first class mail (airmail if overseas) at the address appearing in the Register at the opening of business on the relevant Record Date or, upon application by a Noteholder to the specified office of the Paying Agent not later than the 15th day before the due date for any such payment, by transfer to a U.S. dollar account maintained by the payee with a bank that processes payments in U.S. dollars.

(b) *Payments subject to Fiscal Laws*

All payments are subject in all cases to any applicable tax or other similar laws and regulations, but without prejudice to the provisions of Condition 8. No commissions or expenses shall be charged to the Noteholders in respect of such payments.

(c) *Payments on Business Days*

Where payment is to be made by transfer to a U.S. dollar account, payment instructions (for value the due date, or, if the due date is not a business day, for value the next succeeding business day) will be initiated and, where payment is to be made by a U.S. dollar cheque drawn on a bank that processes payments in U.S. dollars, the cheque will be mailed on the due date for payment. A Noteholder shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (A) the due date for a payment not being a business day or (B) a cheque mailed in accordance with this Condition 7 arriving after the due date for payment or being lost in the mail. In this Condition 7, “**business day**” means any day on which banks are open for business (including dealings in foreign currencies) in London, Luxembourg and New York.

(d) *Registrar, Transfer Agents and Paying Agents*

The initial Registrar, Transfer Agents and Paying Agents and their initial specified offices are listed below. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent and/or Transfer Agent and/or the Registrar and appoint additional or other Paying Agents and Transfer Agents, provided that they will maintain (i) a Registrar and Fiscal Agent, (ii) a Paying Agent and a Transfer Agent (which may be the Fiscal Agent) having its specified office in a major European city (which, so long as the Notes are listed on the Luxembourg Stock Exchange, shall be Luxembourg) and (iii) a Paying Agent and a Transfer Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to any law implementing European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income. Notice of any change in the Paying Agents, the Registrar or the Transfer Agents or their specified offices will promptly be given to the Noteholders in accordance with Condition 14.

(e) *Record Date*

Payment in respect of a Note will be made to the person shown as the Holder in the Register at the opening of business in the place of the Registrar’s specified office on the 15th day before the due date for such payment (the “**Record Date**”).

8 TAXATION

All payments of principal and interest in respect of the Notes by the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (“**Taxes**”) imposed or levied by or on behalf of the Slovak Republic or any political subdivision of, or any authority in, or of, the Slovak Republic having power to tax, unless withholding or deduction of the Taxes is required by law. In that event, the Issuer will pay such additional amounts as may be necessary in order that the amounts received by the Noteholders after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Notes, as the case may be in the absence of the withholding or deduction, except that no additional amounts shall be payable in relation to any payment in respect of any Note:

- (i) to, or to a third party on behalf of, a Holder who is liable to pay Taxes in respect of the Note by reason of having some connection with the Slovak Republic other than the mere holding of the Note; or
- (ii) presented for payment more than 30 days after the Relevant Date except to the extent that a Holder would have been entitled to additional amounts on presenting the same for payment on the last day of the period of 30 days assuming that day to have been a business day as defined in Condition 7; or
- (iii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (iv) to, or to a third party on behalf of, a Noteholder who would have been able to avoid such withholding or deduction by presenting the relevant Note to another Paying Agent in a Member State of the European Union.

In these Conditions, “**Relevant Date**” means the date on which the payment first becomes due but, if the full amount of the money payable has not been received by the Fiscal Agent on or before the due date, it means the date on which, the full amount of the money having been so received, notice to that effect has been given to the Noteholders by the Issuer in accordance with Condition 14.

Any reference in these Conditions to any amounts payable in respect of the Notes shall be deemed to include any additional amounts which may be payable under this Condition 8.

9 EVENTS OF DEFAULT

If any of the following events (each an “**Event of Default**”) occurs and is continuing:

- (a) *Non-payment*

Any default is made in the payment of any amount of principal or interest due in respect of the Notes and the default continues for a period of 15 days; or

- (b) *Breach of Other Obligations*

The Issuer fails to perform or observe any of its other obligations under these Conditions and (except in any case where the failure is incapable of remedy when no continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 45 days following the service by any Noteholder to the Fiscal Agent or the Issuer of notice requiring the same to be remedied,

then the Holders of at least 25 per cent. in aggregate principal amount of the outstanding Notes may, by notice in writing to the Issuer (with a copy to the Fiscal Agent), declare all the Notes to be immediately due and payable. On the date that such written notice is received by the Issuer, the Notes shall become immediately due and payable at their principal amount together with accrued interest without further action or formality (unless the Event of Default has been remedied or waived prior to the receipt of the notice by the Issuer). Notice of any such declaration shall promptly be given to all other Noteholders by the Issuer.

If the Issuer receives notice in writing from Holders of at least 50 per cent. in aggregate principal amount of the outstanding Notes to the effect that the Event of Default or Events of Default giving rise to any above mentioned declaration of acceleration is or are cured following any such declaration and that such Holders wish the relevant declaration to be withdrawn, the Issuer shall give notice thereof to the Noteholders (with a copy to the Fiscal Agent), whereupon the relevant declaration shall be withdrawn and shall have no further effect. No such withdrawal shall affect any other or any subsequent Event of Default or any right of any Noteholder in relation thereto.

10 PRESCRIPTION

Claims against the Issuer in respect of principal and interest shall become prescribed unless made within a period of ten years, in the case of principal, and five years, in the case of interest, from the appropriate Relevant Date (as defined in Condition 8).

11 REPLACEMENT OF NOTE CERTIFICATES

If any Note Certificate is lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Fiscal Agent subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Note Certificates must be surrendered before replacements will be issued.

12 MEETINGS OF NOTEHOLDERS; WRITTEN RESOLUTIONS

(a) General

The Fiscal Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions or the provisions of the Fiscal Agency Agreement. The following is a summary of selected provisions contained in the Fiscal Agency Agreement.

For the purposes of this Condition 12:

- (i) “**Debt Security**” means the Notes and any other bills, bonds, debentures, notes or other debt securities issued by the Issuer in one or more series with an original stated maturity of more than one year, and includes any such obligation, irrespective of its original stated maturity, that formerly constituted a component part of a Debt Security;
- (ii) “**Cross-Series Modification**” means a modification involving (i) the Notes or any agreement governing the issuance or administration of the Notes (including the Fiscal Agency Agreement), and (ii) the Debt Securities of one or more other series or any agreement governing the issuance or administration of such other Debt Securities;
- (iii) “**outstanding**” in relation to any Note means a Note that is outstanding for the purposes of Condition 12(j), and in relation to the Debt Securities of any other series will be determined in accordance with the applicable terms and conditions of that Debt Security;
- (iv) “**Reserved Matter**” in relation to the Notes means any modification of the terms and conditions of the Notes or of any agreement governing the issuance or administration of the Notes (including the Fiscal Agency Agreement) that would:
 - A. change the date on which any amount is payable on the Notes;
 - B. reduce any amount, including any overdue amount, payable on the Notes;
 - C. change the method used to calculate any amount payable on the Notes;
 - D. change the currency or place of payment of any amount payable on the Notes;
 - E. impose any condition on or otherwise modify the Issuer's obligation to make payments on the Notes;
 - F. change any payment-related circumstance under which the Notes may be declared due and payable prior to their stated maturity;
 - G. change the seniority or any *pari passu* ranking provisions of the Notes;
 - H. change the law governing the Notes;
 - I. change any court to whose jurisdiction the Issuer has submitted or any immunity waived by the Issuer in relation to any Proceedings (as defined below);
 - J. change the principal amount of outstanding Notes or, in the case of a Cross-Series Modification, the principal amount of Debt Securities of any other series required to approve a proposed modification in relation to the Notes, the principal amount of outstanding Notes required for a quorum to be present, or the rules for determining whether a Note is outstanding for these purposes; or
 - K. change the definition of a Reserved Matter,

and has the same meaning in relation to the Debt Securities of any other series save that any of the foregoing references to the Notes or any agreement governing the issuance or administration of the Notes (including the Fiscal Agency Agreement) shall be read as references to such other Debt Securities or any agreement governing the issuance or administration of such other Debt Securities; and

- (v) “**series**” means a tranche of Debt Securities, together with any further tranche or tranches of Debt Securities that in relation to each other and to the original tranche of Debt Securities are (i) identical in all respects except for their date of issuance or first payment date, and (ii) expressed to be consolidated and form a single series, and includes the Notes and any further issuance of Notes.

(b) *Convening Meetings of Noteholders*

A meeting of Noteholders:

- (i) may be convened by the Issuer at any time;
- (ii) will be convened by the Issuer if an Event of Default in relation to the Notes has occurred and is continuing and a meeting is requested in writing by the Holders of not less than 10 per cent. of the aggregate principal amount of the Notes then outstanding; and
- (iii) will be convened by the Issuer or the Fiscal Agent if a meeting is requested in writing by the Holders of not less than 10 per cent. of the aggregate principal amount of the Notes then outstanding or, if the Issuer or the Fiscal Agent fails to convene a meeting within seven days of the request, the same may be convened by the Noteholders that requisitioned the meeting.

(c) *Quorum*

- (i) The quorum at any meeting at which Noteholders will vote on a proposed modification to, or a proposed modification of:
 - A.** a Reserved Matter will be one or more persons present or represented at the meeting and holding not less than 66 2/3 per cent. of the aggregate principal amount of the Notes then outstanding; and
 - B.** a matter other than a Reserved Matter will be one or more persons present or represented at the meeting and holding not less than 50 per cent. of the aggregate principal amount of the Notes then outstanding.
- (ii) The quorum for any adjourned meeting will be one or more persons present or represented at the meeting and holding:
 - A.** not less than 66 2/3 per cent. of the aggregate principal amount of the Notes then outstanding in the case of a proposed Reserved Matter modification or a proposal relating to a Reserved Matter; and

- B.** not less than 25 per cent. of the aggregate principal amount of the Notes then outstanding in the case of a non-Reserved Matter modification or any proposal relating to a matter other than a Reserved Matter.

(d) **Non-Reserved Matters**

The terms and conditions of the Notes and any agreement governing the issuance or administration of the Notes (including the Fiscal Agency Agreement) may be modified in relation to any matter other than a Reserved Matter with the consent of the Issuer and:

- (i) the affirmative vote of a Holder or Holders of more than 50 per cent. of the aggregate principal amount of the outstanding Notes represented at a duly called and quorate meeting of Noteholders; or
- (ii) a written resolution signed by or on behalf of a Holder or Holders of more than 50 per cent. of the aggregate principal amount of the outstanding Notes.

(e) *Reserved Matters*

Except as provided by Condition 12(f) below, the terms and conditions of the Notes and any agreement governing the issuance or administration of the Notes (including the Fiscal Agency Agreement) may be modified in relation to a Reserved Matter with the consent of the Issuer and:

- (i) the affirmative vote of a Holder or Holders of not less than 75 per cent. of the aggregate principal amount of the outstanding Notes represented at a duly called and quorate meeting of Noteholders; or
- (ii) a written resolution signed by or on behalf of a Holder or Holders of not less than $66 \frac{2}{3}$ per cent. of the aggregate principal amount of the Notes then outstanding.

(f) *Cross – Series Modifications*

In the case of a Cross-Series Modification (and/or a proposal in respect of a Cross-Series Modification), the terms and conditions of the Notes and Debt Securities of any other series, and any agreement (including the Fiscal Agency Agreement) governing the issuance or administration of the Notes or Debt Securities of such other series, may be modified in relation to a Reserved Matter with the consent of the Issuer and:

- (i) the affirmative vote of not less than 75 per cent. of the aggregate principal amount of the outstanding Debt Securities represented at separate duly called and quorate meetings of the holders of the Debt Securities of all the series (taken in the aggregate) that would be affected by the proposal and/or proposed modification; or
- (ii) a written resolution signed by or on behalf of the holders of not less than $66 \frac{2}{3}$ per cent. of the aggregate principal amount of the outstanding Debt Securities of all the series (taken in the aggregate) that would be affected by the proposal and/or proposed modification;

and

- (i) the affirmative vote of more than 66 2/3 per cent. of the aggregate principal amount of the outstanding Debt Securities represented at separate duly called and quorate meetings of the holders of each series of Debt Securities (taken individually) that would be affected by the proposal and/or proposed modification; or
- (ii) a written resolution signed by or on behalf of the holders of more than 50 per cent. of the aggregate principal amount of the then outstanding Debt Securities of each series (taken individually) that would be affected by the proposal and/or proposed modification.

(g) *Written Resolutions*

A “**written resolution**” is a resolution in writing signed by or on behalf of Holders of the requisite majority of the Notes and will be valid for all purposes as if it was a resolution passed at a quorate meeting of Noteholders duly convened and held in accordance with these provisions. A written resolution may be set out in one or more documents in like form each signed by or on behalf of one or more Noteholders.

(h) *Binding Effect*

A resolution duly passed at a quorate meeting of Holders duly convened and held in accordance with these provisions, and a written resolution duly signed by the requisite majority of Noteholders, will be binding on all Noteholders, whether or not the Holder was present at the meeting, voted for or against the resolution or signed the written resolution.

(i) *Manifest Error, Technical Amendments, etc.*

Notwithstanding anything to the contrary herein, the terms and conditions of the Notes and any agreement governing the issuance or administration of the Notes (including the Fiscal Agency Agreement) may be modified by the Issuer without the consent of Noteholders:

- (i) to correct a manifest error or cure an ambiguity; or
- (ii) if the modification is of a formal or technical nature or for the benefit of Noteholders.

The Issuer will publish the details of any modification of the Notes made pursuant to this Condition 12(i) within ten days of the modification becoming legally effective.

(j) *Outstanding Notes; Notes Controlled by the Issuer*

In determining whether Holders of the requisite principal amount of outstanding Notes have voted in favour of a proposed modification or whether a quorum is present at any meeting of Noteholders called to vote on a proposed modification, a Note will be deemed to be not outstanding, and may not be voted for or against a proposed modification or counted in determining whether a quorum is present, if on the record date for the proposed modification:

- (i) the Note has previously been cancelled or delivered for cancellation or held for reissuance but not reissued;

- (ii) the Note has previously become due and payable at maturity or otherwise and the Issuer has previously satisfied its obligation to make all payments due in respect of the Note in accordance with its terms; or
- (iii) the Note is held by the Issuer, by a department, ministry or agency of the Issuer, or by a corporation, trust or other legal entity that is controlled by the Issuer or a department, ministry or agency of the Issuer and, in the case of a Note held by any such above-mentioned corporation, trust or other legal entity, the Holder of the Note does not have autonomy of decision, where:
 - A. the Holder of a Note for these purposes is the entity legally entitled to vote the Note for or against a proposed modification or, if different, the entity whose consent or instruction is by contract required, directly or indirectly, for the legally entitled Holder to vote the Note for or against a proposed modification;
 - B. a corporation, trust or other legal entity is controlled by the Issuer or by a department, ministry or agency of the Issuer if the Issuer or any department, ministry or agency of the Issuer has the power, directly or indirectly, through the ownership of voting securities or other ownership interests, by contract or otherwise, to direct the management of or elect or appoint a majority of the board of directors or other persons performing similar functions in lieu of, or in addition to, the board of directors of that legal entity; and
 - C. the Holder of a Note has autonomy of decision if, under applicable law, rules or regulations and independent of any direct or indirect obligation the Holder may have in relation to the Issuer: (x) the Holder may not, directly or indirectly, take instruction from the Issuer on how to vote on a proposed modification; or (y) the Holder, in determining how to vote on a proposed modification, is required to act in accordance with an objective prudential standard, in the interest of all of its stakeholders or in the Holder's own interest; or (z) the Holder owes a fiduciary or similar duty to vote on a proposed modification in the interest of one or more persons other than a person whose holdings of Notes (if that person then held any Notes) would be deemed to be not outstanding under this Condition 12(j).

13 FURTHER ISSUES

The Issuer shall be at liberty from time to time, without the consent of the Noteholders, to create and issue further notes ranking equally in all respects (or in all respects save for the date for and amount of the first payment of interest thereon) so that the same shall be consolidated and form a single series with the Notes.

14 NOTICES

Notices to Noteholders will be valid if published in a leading newspaper having general circulation in London (which is expected to be the *Financial Times*) and (so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of that Stock Exchange

so require) published either on the website of the Luxembourg Stock Exchange (www.bourse.lu) or in a leading newspaper having general circulation in Luxembourg (which is expected to be *Luxemburger Wort*). Any such notice shall be in English and shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made.

15 CURRENCY INDEMNITY

The U.S. dollar (“**Contractual Currency**”) is the sole currency of account and payment for all sums payable by the Issuer under or in connection with the Notes, including damages. Any amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction or otherwise) by any Noteholder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the Contractual Currency amount which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that Contractual Currency amount is less than the Contractual Currency amount expressed to be due to the recipient under any Note, the Issuer shall indemnify such recipient against any loss sustained by it as a result. In any event, the Issuer shall indemnify the recipient against the cost of making any such purchase.

These indemnities constitute separate and independent obligations from the Issuer’s other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note or any judgment or order.

16 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999.

17 GOVERNING LAW

- (a) The Notes and the Fiscal Agency Agreement and any non-contractual obligations arising out of or in connection with them shall be governed by, and construed in accordance with, the laws of England.
- (b) The Issuer irrevocably agrees for the benefit of the Noteholders that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Fiscal Agency Agreement or the Notes and that accordingly any suit, action or proceedings arising out of or in connection therewith (together referred to as “**Proceedings**”) may be brought in the courts of England.
- (c) The Issuer irrevocably and unconditionally waives and agrees not to raise any objection which it may have now or subsequently to the laying of the venue of any Proceedings in the courts of England and any claim that any Proceedings have been brought against the Issuer in an inconvenient forum and further irrevocably and unconditionally agrees that a judgment in any Proceedings brought in the courts of England shall be conclusive and

binding upon the Issuer and may be enforced in the courts of any other jurisdiction. Nothing in this Condition shall limit any right to take Proceedings against the Issuer in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

- (d) The Issuer hereby irrevocably and unconditionally appoints the Ambassador of the Slovak Republic to the Court of St. James for the time being as its agent for service of process in England in respect of any Proceedings.
- (e) The Issuer hereby irrevocably waives any right to claim immunity (to the extent that it may at any time exist, whether on the grounds of sovereignty or otherwise) from jurisdiction or execution and any similar defence, and irrevocably consents to the giving of any relief or the issue of any process, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order, award or judgment made or given in connection with any Proceedings. Notwithstanding the foregoing, immunity is not waived with respect to (i) present or future “**premises of the mission**” as defined in the Vienna Convention on Diplomatic Relations signed in 1961, (ii) present or future “**consular premises**” as defined in the Vienna Convention on Consular Relations signed in 1963, (iii) any assets, rights and property of military character controlled by a military or defence agency or other public authority of the Issuer which serve for the purposes of defence of the Slovak Republic or (iv) any mineral resources, caves, underground waters, natural resources and water streams of the Issuer located in the Slovak Republic. The Issuer reserves the right to plead sovereign immunity under the U.S. Foreign Sovereign Immunities Act of 1976 with respect to actions brought against it in any court of, or in, the United States of America under any United States federal or state securities law.

The information contained herein is not for release, publication or distribution, directly or indirectly, in or into the United States of America. The materials do not constitute or form a part of an offer or solicitation to purchase or subscribe for securities for sale in the United States. The securities discussed herein have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “US Securities Act”) and the securities may not be offered or sold in the United States of America absent registration or an exemption from registration as provided in the U.S. Securities Act, and the rules and regulations thereunder. No public offering of securities is being or will be made in the United States of America.

The information contained herein shall not constitute or form part of any offer to sell or solicitation of an offer to buy, nor shall there be any sale of the securities referred to herein in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, exemption from registration or qualification under the securities laws of any such jurisdiction.

The securities discussed herein may be subject to stabilisation in accordance with applicable law.