TERMS AND CONDITIONS OF THE BOND
NEXE Franklin 6,50/2030

1) Issuer: NEXE, samosprávny podlimitný investičný fond, správca podlimitných rizikových fondov, a. s., Company ID (IČO): 48 161 829, LEI: 097900BIGC0000158504, a company registered in the Commercial Register of the Municipal Court Bratislava III, Section Sa, Insert No. 6151/B, with its registered office at Budatínska 10, 851 06 Bratislava - mestská časť Petržalka, Slovak Republic.
2) Type of security: A bond within the meaning of Act No. 530/1990 Coll. on Bonds, as amended, and Act No. 566/2001 Coll. on Securities and Investment Services and on amendments to certain acts (the Securities Act), as amended.
3) Name of the security: Bond NEXE Franklin 6,50/2030.
4) Form of the security: Bearer.
5) Type of record: Book-entry security.
6) ISIN: SK4000030722
7) Maximum aggregate principal amount of the bonds: USD 32,000,000 (in words: thirty-two million US dollars).
8) Denomination of the security: USD 200,000 (in words: two hundred thousand US dollars).
9) Number of bonds: up to 160 (in words: one hundred and sixty).
10) Issue price of the bond: 100% of the denomination of the bond as at the date on which the issue of the bonds commences.
11) Issue date and commencement of the issue of the bonds: 1 December 2026 (the "Issue Date"). The Issuer will issue the bonds only to those acquirers who pay the issue price by the date, together with the issue price and is paid in addition to it. At an issue price of 100%, the total payment for one Bond is USD 200,000, excluding any accrued interest.
12) Expected issue period of the bonds: From 1 December 2026 to 1 December 2028.
13) Method of determining the yield: The yield on the bond is determined by a fixed interest rate of 6.5% p.a. of the denomination of the bond and is paid semi-annually in arrear. Interest is calculated using the Actual/Actual (ICMA) day count convention. For an interest period or part thereof, interest is calculated as the product of the denomination, the annual interest rate and a fraction whose numerator is the actual number of calendar days in the interest-bearing period and whose denominator is the product of 2 and the actual number of calendar days in the relevant regular semi-annual reference coupon period. The reference coupon periods are the periods from 1 December to 1 June of the following year and from 1 June to 1 December of the same year. If an interest-bearing period spans more than one reference coupon period, interest is calculated separately for each part using the relevant reference period and the results are added together. In the calculation, the first day of the interest-bearing period is included and the last day is excluded. Only the resulting total interest amount is rounded to two decimal places in accordance with mathematical rounding rules. The first interest period of the issue begins on (and includes) 1 December 2026 and ends on (but excludes) 1 June 2027. Each subsequent interest period begins on (and includes) the relevant scheduled interest payment date and ends on (but excludes) the next scheduled interest payment date. For a full regular semi-annual period, the gross interest amounts to USD 6,500 per Bond before tax. A postponement of a payment date under these terms and conditions does not change the boundaries of the interest periods or the reference coupon periods.
14) Place of payment of the principal and interest: The registered office of NEXE, samosprávny podlimitný investičný fond, správca podlimitných rizikových fondov, a. s., Budatínska 10, 851 06 Bratislava - mestská časť Petržalka, Slovak Republic.
15) Maturity date of the principal: 1 December 2030; the bond bears no interest after this date. The Issuer undertakes to repay the denomination of the bond on the Maturity Date of the principal by bank transfer to the bank account of the person registered as the holder of the bond in the relevant securities register, or of the person holding a nominee (holder) account in the relevant securities register, as at three business days before the Maturity Date of the principal of the bond. If the Maturity Date of the principal does not fall on a business day on which banks are open, interbank transactions are settled and the TARGET system is also open for the settlement of transactions, the denomination of the bond will be paid on the following business day and the bondholder shall not be entitled to any additional interest.
16) Interest payment dates: 1 June 2027, 1 December 2027, 1 June 2028, 1 December 2028, 1 June 2029, 1 December 2029, 1 June 2030 and 1 December 2030. The first coupon is payable on 1 June 2027 and the last together with the principal. The Issuer undertakes to pay interest in USD by bank transfer on the relevant date to the person entitled according to the record date and the payment rules set out below. If a date does not fall on a business day, payment will be made on the following business day without entitlement to additional ordinary interest solely as a result of this postponement.
17) Record date and method of payment: The record date for determining the person entitled to payment of interest or principal is the third business day before the relevant scheduled payment or maturity date stated above, before any postponement. The status of the relevant register at the end of the record date is decisive. The entitled person is the bondholder according to this register. If the bonds are held through a nominee (holder) account, payment to the entitled holders will be made through the relevant person for whom the nominee account is maintained and the related registration and payment chain. A business day means a day on which banks are open for general banking business in the Slovak Republic and the TARGET system is open for the settlement of payments. The third business day before the scheduled date determines the entitled persons, not the date of any earlier payment.
18) Use of proceeds: The Issuer will use the net proceeds of the issue (after deducting the estimated issue costs of approximately USD 640,000) to provide a loan at an interest rate of 7% p.a. to FRANKLIN REALTY REAL ESTATE DEVELOPMENT L.L.C. to finance the construction of a residential project on plot No. 6854450 in Dubai Production City, and to create a reserve for the payment of interest during construction.
19) Issuer's declaration: The Issuer declares that it owes the denomination of the bond to its holder.
20) Issuer's undertaking: The Issuer undertakes to repay the denomination of the bond to the bondholder and to pay the interest on the bond on the dates set out in these terms and conditions.
21) Transferability of the bonds: The bonds are freely transferable to a new holder without restriction.
22) Taxation of interest on the bonds: Interest on the bonds will be taxed in accordance with the laws of the Slovak Republic in force at the time the interest is paid.
23) Method of issue: By private placement to pre-selected investors.

24) Early redemption: The Issuer is entitled to redeem all or some of the bonds early on any interest payment date after 12 months from the Issue Date, upon at least 30 days' prior notice, at a price of 100% of the denomination together with accrued interest.
25) The Issuer does not undertake to the bondholders to repay the denomination or pay a pro rata part of the interest before the scheduled maturity date at their request.
26) The bonds constitute direct, general, unsecured, unconditional and unsubordinated obligations of the Issuer, which rank equally among themselves (*pari passu*) and will at all times rank at least equally (*pari passu*) with all other present and future direct, general, unsecured, unconditional and unsubordinated obligations of the Issuer, except for those obligations of the Issuer that are preferred by mandatory provisions of law.
27) Exchangeability of the bonds: No pre-emption or exchange rights are attached to the bond.
28) Security for the bonds: The bonds are not directly secured; no guarantor guarantees the repayment of their principal or the payment of interest. This must be distinguished from the security for the Issuer's receivables under the project loan. The Issuer's receivables under the loan provided to FRANKLIN REALTY REAL ESTATE DEVELOPMENT L.L.C. will be secured by rights over a 75% ownership interest in that company. The loan is governed by the law of the United Arab Emirates; the investor in the Bonds must verify and confirm the governing law and jurisdiction of the specific security, its legal form, creation, effectiveness, ranking and method of enforcement on the basis of the final security documentation.
29) Position of the holders in relation to the loan security: The loan security described above does not in itself give the holders of the Bonds a direct lien over the ownership interest or over the land or building, and does not constitute a guarantee by the project debtor for the Bonds. The security over the ownership interest does not in itself evidence that the Issuer has acquired ownership of, or controlling influence over, the project debtor. The 75% ownership interest is not a measure of the coverage of the value of the issue. The value of the project upon completion is neither a current nor a guaranteed realisable value of the security. The rights under the loan security are exercised by the person entitled under the loan and security documentation; the holders assert their claims under the Bonds against the Issuer. The Issuer's obligation to pay the coupons and repay the principal is not conditional on the receipt of payments from the project debtor.
30) The Issuer will not apply for admission of the bonds to trading on a regulated market of a stock exchange.
31) Additional information: The bonds will be issued under the laws in force in the territory of the Slovak Republic, and any rights and obligations arising from the bonds shall be governed by and construed in accordance with the laws of the Slovak Republic. Rights under the bonds, including repayment of the principal and payment of interest, become time-barred 10 years after the date on which they fall due. No pre-emption, exchange or other rights are attached to the bonds, except for the rights set out in these terms and conditions. The Issuer will publish information relevant to the exercise of bondholders' rights at the Issuer's registered office and on the Issuer's website and/or in any other manner required by applicable law.
32) Notice: These terms and conditions do not constitute any announcement, recommendation, other text or action under Section 120 of Act No. 566/2001 Coll. on Securities and Investment Services and on amendments to certain acts (the Securities Act), as amended, which constitutes a public offer of securities.
33) The Issuer declares that the information set out in these terms and conditions is complete, true and in accordance with the provisions of Act No. 530/1990 Coll. on Bonds, as amended, and Act No. 566/2001 Coll. on Securities and Investment Services and on amendments to certain acts (the Securities Act), as amended.

Bratislava, 18 November 2026

Miroslav Útlý, Chairman of the Board of Directors
NEXE, samosprávny podlimitný investičný fond, správca podlimitných rizikových fondov, a. s.