

AGREEMENT ON THE SUPERVISORY BOARD MEMBER CAPACITY
concluded pursuant to §66 Art.3 Act No. 513/1991 Coll. Commercial Code as subsequently amended

between

Trading company: **Tatry mountain resorts, a.s.**
registered office: Demänovská Dolina 72, 031 01 Liptovský Mikuláš
company number: 31 560 636
registered: in the Commercial Register of District Court Žilina,
Section: Sa, Insertion No.: 62/L

(hereinafter referred to as “Company“)

and

Member of the Supervisory Board: **Nad'a Ondrušiková**
born on 25.03.1979,
residing at: Pezlgasse 31, TOP-PH 24+25, 1170 Vienna

(hereinafter referred to as “Supervisory Board Member“)

Subject of the Agreement

1. Mrs. Nad'a Ondrušiková was elected a member of the Supervisory Board at the Annual General Meeting of the Company on 17/05/2024. The position of Nad'a Ondrušiková as a Supervisory Board Member commences on **01/06/2024**.
2. This agreement regulates rights and duties of the Supervisory Board Member performed within the his authority; and relationships between the Company and the Supervisory Board Member during his performance, which are governed by Act No. 513/1991 Coll. Commercial Code as subsequently amended (hereinafter referred to as “Commercial Code“) and Company’s Articles of Association.
3. The Company shall provide full wording of the Company’s Articles of Association to the Supervisory Board Member without undue delay once this agreement has been signed.

II

Rights and obligations of the parties to the agreement

1. The Supervisory Board Member undertakes to participate in supervising the Board of Directors’ performance and implementation of business activities of the Company. While doing so, the Supervisory Board Member is entitled to see all documents and records regarding Company’s activities.
2. The Supervisory Board Member undertakes to control if accounting records are kept in accordance with facts which are known to the Supervisory Board Member or which should be known to the Supervisory Board member when dealt with by a professional; and if Company’s business activities are performed in accordance with the law, Company’s Articles of Association and instructions of the Annual General Meeting.
3. The Supervisory Board Member undertakes to participate in inspecting the annual individual, consolidated and interim financial statements as well as the proposal on distribution of profit or settlement of losses. The Supervisory Board Member undertakes to participate in presenting official opinions regarding the above mentioned documents to the Annual General Meeting. These obligations of the Supervisory Board Member apply if the Company provides the respective financial statements and proposals in advance (in accordance with the duty of the Company specified in Art. III item 2 a) of this Agreement.

4. The Supervisory Board Member participates in proposing necessary measures to the Annual General Meeting if this is in the interest of the Company.
5. The Supervisory Board Member participates in representing the Company at proceedings against any Board of Directors' member in court or in front of other bodies provided the Supervisory Board declares him a representing member.
6. While performing his duties, the Supervisory Board Member follows principles and instructions approved by the Annual General Meeting unless they contravene the law and Company's Articles of Association.
7. The Supervisory Board Member is obliged to perform his duties properly and maintain confidentiality regarding information and facts whose disclosure might harm Company's interests.
8. The Supervisory Board Member is obliged to follow regulations of § 196 Commercial Code regarding Prohibition of Competitive Conduct, with focus on the following:
 - a) The Supervisory Board Member may not carry on a business activity related to the line of business of the Company on his own behalf or on his account.
 - b) The Supervisory Board Member may not act as an intermediary for other persons in transactions with the Company and participate in business activities of another entity as a partner with unlimited liability.
 - c) The Supervisory Board Member may not act as or be a member of a statutory of another legal entity engaged in an identical or similar line of business unless the Company itself participates in business activities of such legal entity. Once these regulations are violated, the Company is entitled to demand that the Supervisory Board Member surrender any benefit gained from the transaction that violated the Prohibition of Competitive Conduct to the Company or transfer the corresponding rights to the Company. This shall not affect the right of the Company to claim compensation. These rights of the Company become null and void unless they are claimed against the Supervisory Board Member within 3 months from the day the Company learns of the relevant fact, no later than one year from the day the prohibition was violated. However, this shall not affect the Company's right to claim compensation.
9. The Supervisory Board Member undertakes to perform his duties in cooperation with other members of the Supervisory Board provided the other members of the Supervisory Board are willing to cooperate as well.
10. The Supervisory Board Member shall perform his duties in the registered office of the Company when necessary (e.g. when a General Meeting is held in the registered office of the Company or when documents related to business activities of the Company can be studied only in the registered office of the Company). However, the Supervisory Board Member can perform his/her duties outside the registered office as well.
11. Supervisory Board Member undertakes to participate in preparing written documents regarding the result of his/her inspection activities for the General Meeting.
12. The office of the Supervisory Board Member by means of proxy is not possible.

III Rights and duties of the Company

1. The Company undertakes to create work conditions and provide cooperation so that the Supervisory Board Member may perform his duties in the scope specified by Company's Articles of Association, this Agreement and applicable legal regulations.
2. The Company undertakes to provide the Supervisory Board Member with all information and documents required for performing of his duties in the following scope and under the following conditions:

- a) provide information i) about significant plans of Company's business management for the upcoming period and ii) about the expected development of assets, finances and profit of the Company at least once a year (no later than 90 days before the end of the calendar year);
 - b) provide the annual individual, consolidated and interim financial statements as well as auditor's report (if performed) no later than 90 days before the end of the respective financial year and no later than within 5 working days before the Annual General Meeting is held where all these documents are supposed to be discussed and approved;
 - c) provide quarterly financial statements (if performed) no later than within 30 days after the respective quarter of the year ends;
 - d) submit to the Supervisory Board Member the documents and materials specified in Article XI, para. 1, letter o) of the Company's Articles of Association;
 - e) inform the Supervisory Board Member about all important facts related to Company's business activities, mainly those that can influence the business activities and assets of the Company and its liquidity; as well as about other facts related to Company's activities such as beginning of inspections performed by taxation and other state authorities, initiating or danger of any kind of legal disputes related to the Company, about worsened business prospects of the Company etc. and do so without undue delay once such facts or incidents occur;
 - f) provide any other information that the Supervisory Board Member requires from the Company in writing no later than within 10 working days after the respective request of the Supervisory Board Member is delivered;
 - g) ensure that certain members or a specific member of Company's Board of Directors participate(s) at a Supervisory Board meeting if required by the Supervisory Board Member, and additional information is provided if required by the Supervisory Board;
 - h) enable the Supervisory Board Member to inspect accounting records and other documents related to Company's business activities in the registered office of the Company or outside of it (if possible) during standard working hours, however, no later than within 5 working days after the respective written request of the Supervisory Board Member is delivered;
 - i) enable the Supervisory Board Member to get information that is necessary for performing his control activities even by means of a direct contact with employees, managers and other representatives of the Company in an adequate scope and within an adequate period of time after the respective written request of the Supervisory Board Member is delivered.
3. If the Supervisory Board Member resigns from the position as a Supervisory Board Member, the resignation shall be effective and the agreement shall expire on the day of the next General Meeting of the Company that is held after the resignation is delivered to the registered office of the Company. If the Supervisory Board Member resigns from the position as a Supervisory Board Member at a General Meeting of the Company, the resignation shall be effective and the agreement shall expire on the day the General Meeting is held.
 4. The Company is obliged to remunerate the Supervisory Board Member in accordance with Art. IV of this Agreement.

IV

Remuneration of the Supervisory Board Member

1. A member of the Supervisory Board shall be paid for the performance of his/her duties the fixed component of the total remuneration on a monthly basis in accordance with the Remuneration policy regarding Company bodies of the public joint stock company Tatra mountain resorts, a.s., dated 17th May 2024, in the amount of 0,3 times the average nominal wage of an employee in the economy of the Slovak Republic as determined by the Statistical Office of the Slovak Republic for the previous calendar year (hereinafter referred to as the "Average Wage").
2. The Average Wage for 2023 is EUR 1.430, i.e. the amount of the fixed component of the total remuneration of the Supervisory Board member is EUR 429/month (in words: four hundred twenty nine Eur) (hereinafter referred to as the "Remuneration").

3. The adjusted Remuneration depending on the Average Wage shall be paid to the member of the Supervisory Board from the month in which the Statistical Office of the Slovak Republic announces the Average Wage for the preceding calendar year. The amount of Remuneration shall be adjusted in accordance with this provision by an amendment hereto.
4. The remuneration is due monthly on the pay date when employees get their wages paid by the Company. Should the Supervisory Board Member be appointed or should the office of the Supervisory Board Member terminate in the course of the calendar month, the Supervisory Board Member is entitled to be paid an aliquot part of the remuneration sum according to the number of days he has performed his office in the respective month, in which the entitlement of the Supervisory Board Member to Remuneration has arisen or has ceased to exist.
5. In case that the member of the Supervisory Board is elected to be the Chairman of the Supervisory Board or the Vice-Chairman of the Supervisory Board, he/she shall be paid remuneration in the amount of 0,4 times the Average Wage for the office of the Vice-Chairman of the Supervisory Board as of the date of election as the Vice-Chairman of the Supervisory Board, and in the amount of 0,5 times the Average Wage for the office of the Chairman of the Supervisory Board as of the date of election as the Chairman of the Supervisory Board.
6. Supervisory Board in accordance with the Remuneration policy of bodies of the public joint stock company Tatry mountain resorts, a.s. as of 17.05.2024.

V

Termination of Agreement

1. This agreement shall expire shall always expire on the date of:
 - a) the effectiveness of the removal of a member of the Supervisory Board from the Supervisory Board of the Company by a resolution of the General Meeting of the Company; or
 - b) the effectiveness of the resignation of a member of the Company's Supervisory Board by a member of the Supervisory Board in accordance with the relevant provisions of the Commercial Code; or
 - c) the moment when a member of the Supervisory Board loses any of the prerequisites required by applicable law for the performance of the duties of a member of the Supervisory Board of the Company; or
 - d) by death of a member of the Supervisory Board.
2. Once this Agreement expires, the Supervisory Board Member is entitled to be paid an aliquot part of remuneration until the termination of his office.

VI

Final Provisions

1. This Agreement is executed upon signature by both parties and shall enter into force on 01/06/2024.
2. This Agreement is concluded for a fixed period of time, i.e. until the term in office of the Supervisory Board Member expires.
3. This Agreement may be amended or supplemented in writing only, in accordance with a written arrangement signed by both parties.
4. Any invalidity of individual provisions hereof shall not affect the validity of the Agreement.
5. This Agreement has 4 pages and has been executed in two (2) copies, with the Supervisory Board Member and the Company getting one (1).

In Demänovská Dolina on _____

On behalf of the Company:

on behalf of the Supervisory Board Member:

Tatry mountain resorts, a.s.

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Nad'a Ondrušiková