

EXECUTION VERSION

MUFG SECURITIES EMEA PLC



**MITSUBISHI UFJ INVESTOR SERVICES & BANKING
(LUXEMBOURG) S.A.**

ČESKÁ EXPORTNÍ BANK A.S.

and

BUREAU VERITAS CZECH REPUBLIC, spol. s r.o.

8 November 2019

INSPECTION AGREEMENT

No. CTC.19.005 *(at BUREAU VERITAS)*

This Inspection Agreement ("Agreement" or "Contract") is concluded with effect on and from 8 November 2019 in accordance with Section 2652 of Act No. 89/2012 Coll., The Czech Civil Code, as amended (the "Civil Code") between:

- (1) **MUFG SECURITIES EMEA plc**, a public limited company incorporated in England (Company number 1698498) and having its registered office at Ropemaker Place, 25 Ropemaker Street, London EC2Y 9AJ in its capacity as facility agent for the Original Lenders (as defined below) in relation to the Credit Contract (as defined below) (the "**Facility Agent**");
- (2) [REDACTED]
[REDACTED] (the "**Borrower**");
- (3) **MITSUBISHI UFJ INVESTOR SERVICES & BANKING (LUXEMBOURG) S.A.**, a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 287-289, Route d'Arlon, L - 1150 Luxembourg. Luxembourg and registered with the Luxembourg trade and companies register under number B11937 in its capacity as an original lender, on a fiduciary basis at the sole risk and for the exclusive benefit of certain noteholders holders, in accordance with the Luxembourg act dated 27 July 2003 relating to trust and fiduciary contracts, as amended, in relation to the Credit Contract (as defined below) ("**MIBL**");
- (4) **ČESKÁ EXPORTNÍ BANKA a.s.** (in Czech *akciová společnost*) with its registered office at Praha 1, Vodičkova 34 č.p. 701, Postal Code 111 21, Czech Republic, identification number 63078333 in its capacity as an original lender in relation to the Credit Contract (as defined below) ("**CEB**", and together with MIBL, the "**Original Lenders**" and each an "**Original Lender**"); and
- (5) **BUREAU VERITAS CZECH REPUBLIC, spol. s r.o.**, Praha - Krč, Olbrachtova 1589/1, PSČ 140 00, IČ: 26165007, DIČ CZ26165007, registered in the Commercial Register maintained by the Municipal Court in Prague, sp. C 76078, represented by Jakub Kejval (Country Chief Executive) ("**Inspector**" or "**Inspection Company**")

(together hereinafter referred to as "the **Contracting Parties**" and each of them separately hereinafter also "the **Contracting Party**")

PREAMBLE:

- A. The Facility Agent, the Borrower, and each of the Original Lenders, in their respective capacities, are together the "**Receiving Parties**" (and each a "**Receiving Party**").
- B. The Original Lenders are financing the project of [REDACTED] ("**Project**"). The project is under construction and includes both the [REDACTED] [REDACTED], construction of necessary civil objects and also the complete technological part. The equity investor in the Project is [REDACTED] (the "**Direct Shareholder**") and the works and supplies are also secured by companies from Borrower's group (civil part, mechanical part of technology) and by 3rd party contractor (electrical part) and the Project construction is managed directly by the Borrower.
- C. The Original Lenders (amongst others) have, or will, enter into a credit facility agreement for the provision of a facility A, facility B, and facility C (respectively) (together the "**Facilities**", and each a "**Facility**") to the Borrower as further described in the credit facility agreement, in order to finance the implementation of the Project (hereinafter referred to as the "**Credit Contract**").

- D. In order to ensure the transparency and purposeful utilization of the Facilities, the Receiving Parties have, on a several basis, concluded this Agreement with the Inspector to execute the invoice verification service based on physical inspection of works, deliveries of material and equipment and deliveries of engineering services to ensure its proper performance and the purposeful drawing of the Facilities by way of, including but not limited to, confirmation / signature of relevant list of invoices, approval / signature of all Borrower's requests for withdrawal from the segregated account (for the avoidance of doubt, the repayment and associated credit interest and fees are treated as Insured Receivables under the EGAP Policy (as defined in the Credit Contract)) and providing a written report in relation to the Initial Inspection and each Subsequent Inspection (as defined below) (the "Service").

With regard to the above-mentioned, it has been agreed the following:

1. SUBJECT OF AGREEMENT

The subject of the Service under this Agreement is the invoice verification service of the Project, i.e. the initial inspection / verification of already executed and invoiced works before the date of the fulfilment of all condition precedent as set out in Schedule 2 of the Credit Contract (the "Financial close of the Project"), and ongoing inspection / verification of ongoing works and invoiced works relevant to the Project including the submission of reports on the results of the Project Control to each of the Receiving Parties by the Inspector.

Under this Agreement, the Inspector undertakes to perform and ensure objective and impartial evaluation of the relevancy of invoicing to the Project upon necessary Inspector's activities in order to achieve transparency, purpose and efficiency in the utilization (drawing) of the Facilities from the designated segregated account as per the Credit Contract.

The Scope of the Service is summarized in Article 6.1 of this Agreement. The Inspector undertakes to draw up all official documents in the framework of the provision of the service, including Inspection reports based on this Agreement in English, in writing, duly signed by his / her representative and in the form, quality and scope satisfactory to the Facility Agent and the Original Lenders.

The Inspector undertakes to prepare all documents to be submitted in connection with the Service and / or this Agreement in English in written form and duly signed by persons authorized to act for the Inspector, always in the form and content accepted by the Facility Agent and the Original Lenders.

2. RIGHTS AND DUTIES OF THE INSPECTOR

- 2.1 The Inspector is obliged to provide and perform the Service to the Receiving Parties under this Agreement, but always independently, in the scope set forth in Article 6.1 of the Agreement and with full professional responsibility and due care, taking into account the importance of the Service, the place of performance and the requirements of the Receiving Parties.
- 2.2 Performance of management of the service must be performed by the Inspector. The Inspector will only use staff qualified to perform the Service. The following persons are entitled to sign documents issued or verified by the Inspector according to the signature pattern below:

.....
Blanka Hubínková

or

.....
Robert Hlinovský

- 2.3 The Inspector defined the minimum scope of documentation required in the Annex No.2 and the Inspector is obliged to review the documents he has received from the Facility Agent and/or the Borrower (as applicable) prior to and during the provision of the Service, and if he needs additional information, the Inspector will determine what additional documents must be submitted by the Facility Agent and/or the Borrower.
- 2.4 The Inspector is obliged to discontinue the Service upon written instruction from the Facility Agent (acting on the instructions of the Original Lenders).
- 2.5 All documents, information and correspondence to be issued by the Inspector must be in English.
- 2.6 For the avoidance of doubt, the Inspection Company shall provide the Services and deliver the Reports to the Receiving Parties in accordance with instructions of the Facility Agent and the Original Lenders.

3. RIGHTS AND DUTIES OF THE FACILITY AGENT

- 3.1 The Facility Agent shall provide the Inspector with all necessary assistance needed for the performance of the Service, including the provision of documents necessary for the Inspector which cannot be received from the Borrower and which relate to this Agreement or the Service.
- 3.2 The Facility Agent and/or the Original Lenders authorized to check the proper performance of the Inspector's duties in the provision of the Service in all locations where the Service is provided (in the case of the Inspector's seat or business premises, after prior notification to the Inspector on working days from 8:00 am to 5:00 pm of CET); as often and to the extent that Facility Agent and/or the Original Lenders deem necessary or appropriate.
- 3.3 The Facility Agent and/or the Original Lenders are entitled to terminate or to prolong this Agreement at any time during its term (see Article 5) and in case of an immediate termination, by giving written notice to the Inspector. If the Facility Agent and/or the Original Lenders need to prolong the service period beyond the term defined in Article 5.1.2, the prolongation must be confirmed in writing prior to the planned closure of Service. In such case a written amendment to this Agreement would have to be concluded by the Contracting Parties.

4. DUTIES OF THE BORROWER

- 4.1 The Borrower will allow the Service to be provided independently and provide the Inspector with all the necessary documentation and cooperation required to perform the Service as set out below in this article. The documentation related to the required withdrawal request of funds should be submitted to the Inspector at least 10 working days prior to the required day of release of funds (in case of the initial inspection and verification of historic CAPEX) or at least 10 working days prior to the required day of release of funds (in case of subsequent inspections) so that Inspector have enough time for review of invoices and documentation and for performance of on-site inspection to verify the works and deliveries included in respective withdrawal request.
- 4.2 The Borrower hereby acknowledges that he is aware that, in accordance with the requirements of the Facility Agent and the Original Lenders and under the Credit Contract, the Inspector is entrusted with the obligation to perform Service (the content and frequency of which are set forth in this Agreement).
- 4.3. For the purpose of performing Service of the Inspector, the Borrower undertakes to provide the Inspector with the necessary cooperation, in particular, the Borrower is obliged to secure the access

to the site of Project, to secure the access to the suppliers'/contractors' premises upon Inspector request, to make available (to the Inspector) all necessary documents and approaches to the Project / Contract execution site both with the Borrower and its suppliers so that the Inspector may be able to provide the performance of the Service within the scope of Article 6.1 of this Agreement.

4.4 The contractual documents (contract and supplier agreements), engineering documents (drawings, layouts, bill of quantities) to be submitted by the Borrower to Inspector shall be in English or Czech or translated into one of these languages. Invoices, overtaking protocols and other documents supporting the invoices shall be preferably in English or Czech language however Turkish language can be also accepted.

4.5 The Borrower will prepare a list of invoices relevant to the verification during the Initial Inspection and to each Subsequent Inspection (each as defined in Article 6 below). Such list of invoices should contain at least the items listed below in the form as set out in Annex 3 of this Agreement. The Contracting Parties acknowledge that the addressee, the issue and the issue date of each invoice will be included in the relevant invoice itself.

- Invoice number
- Reference to the relevant agreement or purchase order
- Short description of invoiced contractual milestone or works/supplies
- Invoiced amount and currency (without VAT (as defined below))
- Provided there is a pro-forma (advance payment) invoice, the number of respective advance payment guarantee (copy of advance payment guarantee to be also available to Inspector)

4.6 The Borrower acknowledges that following amounts or costs (even if relevant to the Project) will not be considered by the Inspector:

4.6.1 Value added tax ("VAT") regardless the country of origin of works and supplies; and

4.6.2 Pro-forma invoice / advance payment invoices of contractors / suppliers provided the respective amounts are not secured by adequate advance payment bank guarantee.

4.7 As regards the Inspector on-site service performance, the Borrower will secure an on-site office space and office facilities (a room equipped with desks and chairs, with lighting, air-conditioning and heating) suitable for initial on-site service and subsequent on-site service of a maximum of 3 specialists of the Inspector.

4.8. The Borrower acknowledges that following (according the CAPEX categories) amounts or costs (even if relevant to the Project) will be considered by the Inspector (EGAP Eligible Costs):

- (a) amounts payable by the Company in relation to the design, development, construction, commissioning, operation and maintenance of the Project, including expropriation costs (including compensation for relocation) in relation to the foregoing; (Ongoing Eligible CAPEX);
- (b) the amount paid by the Direct Shareholder since 2 March 2017 for its acquisition of the Company under a share purchase agreement dated 3 March 2017, including any paid advance payments of the purchase price; and
- (c) amounts paid by the Direct Shareholder or the Company in relation to the design, development, construction, commissioning, operation and maintenance of the Project, including expropriation costs (including compensation for relocation) in relation to the foregoing and reimbursement of the amounts referred to in (b), in an aggregate amount not exceeding [REDACTED] (Historical Eligible CAPEX).

5. TIME SCHEDULE OF SERVICE

5.1. The performance of the Service under this Agreement will be executed for the term beginning on the date the execution of the Credit Contract and ending on 30 April 2021. Thus the performance of the Service under this Agreement will be executed within the required terms taking into account following time frame:

5.1.1 The initial inspection pursuant to the Article 6.1.1 shall be executed within 10 working days from the request of the Facility Agent or any Original Lenders, provided that the Inspection Company has been supplied with all documentation necessary for the performance of the inspection (the "**Initial Inspection**").

5.1.2 The continuous service pursuant to the Article 6.1.2 shall be executed within 10 working days from the request of the Facility Agent or any the Original Lenders (in case of Subsequent Inspection (as defined below)), provided that the Inspection Company has been supplied with all documentation necessary for the performance of the inspection (the "**Subsequent Inspection**"). The expected number of the Inspections in relation to the withdrawal request is 1 initial inspection followed with about 19 inspections until 30 April, 2021.

6. SCOPE OF SERVICE, PRICE, PAYMENT CONDITIONS

6.1 The detailed scope of the Service to be provided by the Inspector is set out as follows:

6.1.1 Initial Inspection covering :

- 1) Study of relevant Project documentation to get basic knowledge about the Project (including, but not limited to, the budget, contractors, suppliers and Project schedule);
- 2) Invoice verification related to Historical Eligible CAPEX provided in the form as set out in Annex 3 of this Agreement;
- 3) Verification of the list of invoices (by signature and stamp "Reviewed by BUREAU VERITAS");
- 4) Visual inspection of a sample of the buildings constructed from the expropriation amounts received (to the extent possible);
- 5) Verification of payment in respect of expropriation – if the payment is done by way of a bank transfer, the verification should be done by cross checking the relevant contracts, bank account statements and acceptance confirmation letters signed by the relevant individual with identification of name, address and ID. For the avoidance of doubt, the verification of bank account statement can be dispensed with if the acceptance confirmation letter is witnessed by the village elder. If the payment is made in cash, the verification should be done by cross checking the relevant contracts and acceptance confirmation letters signed by the relevant individual with identification of name, address and ID and witnessed by the village elder;
- 6) Issue of the initial inspection report in English. This report will include and summarize the findings from the activities as per paragraphs (1) to (5) above and will determine potential non-conformities and/or risks found out by the Inspector. The Inspector will also provide a copy of each of the invoices and documentary evidence; and
- 7) Approval on the withdrawal request by signature and stamp "Reviewed by BUREAU VERITAS".

6.1.2 Subsequent Inspection on monthly basis covering:

- 1) Study of any up-date of relevant Project documentation to get basic knowledge about the Project (including, but not limited to, budget, contractors, suppliers and Project schedule); and
- 2) Invoice verification related to Ongoing Eligible CAPEX provided in the form as set out in Annex 3 of this Agreement;
- 3) Verification of the list of invoices (by signature and stamp “Reviewed by BUREAU VERITAS”);
- 4) Visual inspection of a sample of the buildings constructed from the expropriation amounts received (to the extent possible);
- 5) Verification of payment in respect of expropriation – if the payment is done by way of a bank transfer, the verification should be done by cross checking the relevant contracts, bank account statements and acceptance confirmation letters signed by the relevant individual with identification of name, address and ID. For the avoidance of doubt, the verification of bank account statement can be dispensed with if the acceptance confirmation letter is witnessed by the village elder. If the payment is made in cash, the verification should be done by cross checking the relevant contracts and acceptance confirmation letters signed by the relevant individual with identification of name, address and ID and witnessed by the village elder;
- 6) Summary overview of cumulative verified amount for utilization from the Segregated Account since the Initial Inspection;
- 7) Issue of the subsequent (monthly) inspection report in English. This report will include and summarize the findings from the activities as per paragraphs (1) to (4) above and will determine potential non-conformities and/or risks found out by the Inspector. The Inspector will also provide a copy of each of the invoices and documentary evidence; and
- 8) Approval on the withdrawal request by signature and stamp “Reviewed by BUREAU VERITAS”.

6.1.3 Ad-hoc inspections beyond the scope of activities set out in Article 6.1 upon specific request by the Facility Agent in the event of prolongation of the inspection activities over a period until April 2021 from the start of the controls and the processing of the report from each ad-hoc inspection. The specific request of the Facility Agent must include:

- 6.1.3.1 Scope and subject of ad-hoc service;
- 6.1.3.2 Location of service (company, address, contact person and contacts);
- 6.1.3.3 Timing of execution; and
- 6.1.3.4 Deliverables of the Inspector will be an Ad-hoc inspection report summarizing the findings of the ad-hoc inspections.

6.2 Invoices (or documentary evidence) will be verified if they are issued to:

- 6.2.1 the Borrower relating to Historical Eligible CAPEX or Ongoing Eligible CAPEX;
- 6.2.2 Energo Pro İnfaat Şanyı ve Ticaret a.s (the “**Construction Contractor**”) relating to Ongoing Eligible CAPEX (in this case such invoice will be accompanied by each relevant sub-contractor invoice); or
- 6.2.3 the Direct Shareholder in relation to the purchase of 100% shareholding of the Borrower.

6.3 Invoice verification will be based upon visual check of fulfilment of contractual milestones and relevant works and supplies executed and review of relevant supporting documentation (including, but not limited to, contractor’s agreements, engineering documentation defining the scope of works and supplies,

overtaking protocols, QA/QC documentation declaring that the works and supplies are delivered in quality required).

6.4 Each invoice and any supporting documentation will be collected and stored by the Inspection Company until such time as the Facility Agent notifies the Inspection Company otherwise.

6.5 The Facility Agent and each Original Lender may request for delivery of a copy of each invoice and any supporting documentation. Such request is to be fulfilled within a reasonable timeframe but no later than 20 days after the request is made by the Facility Agent or the relevant Original Lender (as the case may be).

6.6 Prices of the Service as per Article 6.1 are as set out in Annex No. 2 (Proposal No.: Q1413 Rev.3).

6.7 Invoicing will be executed as follows

6.7.1 Service in relation to the Initial Inspection will be invoiced when the initial service is completed and the report and other deliverables are submitted to each of the Receiving Parties.

6.7.2 Service in relation to the Subsequent Inspection (excluding, for the avoidance of doubt, the Initial Inspection) will be invoiced when the each respective subsequent service is completed and the respective subsequent report and other deliverables submitted to each of the Receiving Parties.

6.7.3 Service in relation to the provision of ad-hoc Services (as may be agreed between the Inspector and the Receiving Parties from time to time) will be invoiced when each particular ad-hoc service is completed and the report and other deliverables are submitted to each of the Receiving Parties.

6.8 Inspection Company Costs

6.8.1 Invoicing

Each invoice issued for the Services must be accompanied with:

- Time Sheet;

- Expenses Sheet; and

- Copies of bills and invoices relevant to the execution of Service (including, but not limited to, bills and invoices relating to hotels, air-tickets, road tolls, taxi, public transport, car rental, fuels, parking fees and other relevant documents)

6.8.2 VAT applicable

Applicable VAT would be charged and handled as per Czech Tax law.

6.9 The Borrower undertakes to pay all Inspection Company Costs, invoices, including any applicable VAT and goods or sales taxes (if any) for the performance of the Inspector's Services pursuant to this Agreement. The Borrower will make a payment for the Service performed by the Inspector on the basis of the original invoice, indicating the billing timetable according to Article 6.8. The invoice maturity is 21 days from the invoice date.

6.10 References in this Agreement to expropriation shall be deemed to include references to the relocation of expropriated persons and their properties.

7. CORRESPONDANCE

7.1 The following correspondence methods are allowed:

- (a) personal delivery;
- (b) e-mail;
- (c) courier; and
- (d) registered post.

In particular, the following documents must be sent in writing by registered post, personal delivery or courier:

- originals of inspection reports and lists of invoices verified by Inspector; and
- any amendments to this Agreement.

7.2 Contacts

The following must be sent in writing by registered post, personal delivery or courier:

- originals of inspection reports and lists of invoices verified by Inspector;
- any amendments to this Agreement; and
- all notifications or other communications required by this Agreement.

The contact details of each Contracting Party are listed below:

(a) The Facility Agent: **MUFG SECURITIES EMEA plc**

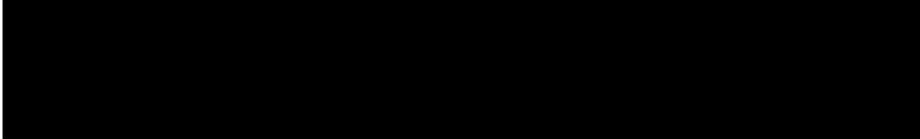
Address:
E-mail:
Attention:



(b) The Borrower:

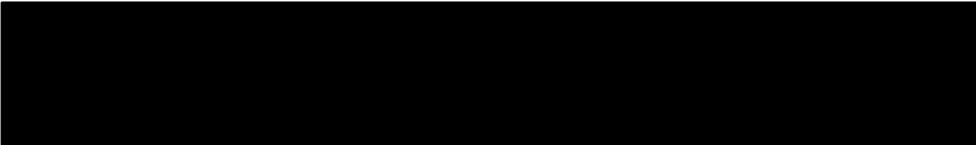


Address:
Email:
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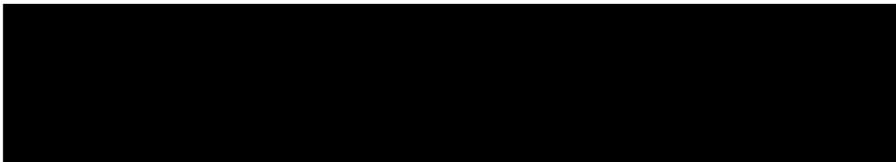


(c) An Original Lender: **MITSUBISHI UFJ INVESTOR SERVICES & BANKING (LUXEMBOURG) S.A.**

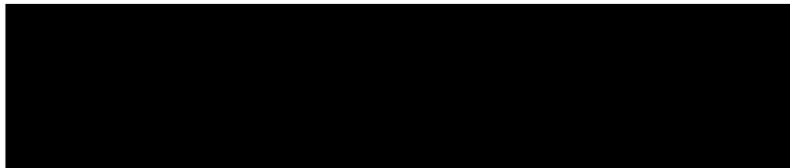
Address:
Email:
Attn:



(d) An Original Lender: **ČESKÁ EXPORTNÍ BANK A.S.**



(e) Inspector: **BUREAU VERITAS CZECH REPUBLIC, spol. s r.o.,**





8. GENERAL CLAUSES

- 8.1 This Agreement shall enter into force and become effective on the date specified on page 1 and shall remain in full force and effect until the earlier of:
- 8.1.1 the termination of the Service as specified in Article 6.1; or
 - 8.1.2 the day on which the Facility Agent delivers to the Inspector written notice of termination of this Agreement.
- 8.2 This Agreement and all rights and obligations arising under or in connection with this Agreement, including non-contractual obligations arising out of this Agreement, shall be governed by Czech law.
- 8.3 General Terms and Conditions of Inspector's Services, which constitute Annex 1 to this Agreement, shall be amended as follows and as so amended shall form an integral part of this Agreement (hereinafter referred to as the "**General Terms of Service**"):
- (a) The phrase "carries out its Services at random and" shall be deleted from article 4.8.
 - (b) The phrase "(however, time shall not be of the essence with respect to the performance of the Services)" shall be deleted from article 5.1.2.
 - (c) The sentence "If the Company terminates the Agreement in accordance with the provisions of Article 10.1 below, any such licence granted by the Company to the Client shall automatically terminate." shall be deleted from article 7.3.
- 8.4 The General Terms and Services form an integral part of this Agreement. Notwithstanding anything in the General Terms and Conditions to the contrary (including, but not limited to article 2.1 of the General Terms and Conditions), in the event of a conflict between the General Terms and Conditions of Service and the terms of this Agreement, the terms of this Agreement shall prevail. References to 'the Client' in the General Terms and Conditions shall be read and construed as references to the 'Receiving Parties', except in article 5, article 6 and article 10.3 of the General Terms and Conditions where such references shall be read and construed as references to 'the Borrower' (as defined in this Agreement) only. Articles 9.6 and 10.1 of the General Terms and Conditions shall not apply for the purposes of the Services.
- 8.5 The Contracting Parties agree that § 1987 section 2 of the Civil Code shall not apply for the purposes of this Agreement.
- 8.6 If any damage, injury or loss is caused by the Inspector to the Original Lenders and/or to the Facility Agent, the Inspector's overall liability is limited to:
- (i) the total amount of remuneration for the control activity as per Article 6.6.; and
 - (ii) in the case of damage, injury or loss exceeding the total amount of the fee in accordance with Article 6.6, the Inspector's liability is limited to the amount of equivalent to about 1,500,000 EUR, exact amount depends on the exchange rate CZK/EUR/, which is determined by the limit of professional liability insurance resulting from the insurance policy No. FRL 00157519 concluded between the Insured (Inspector covered as subsidiary of BUREAU VERITAS S.A.) and the Insurer ALLIANZ Global Corporate and Speciality SE; and

The Inspector undertakes to maintain the above-mentioned insurance policy for professional liability insurance with this performance limit throughout the period of performance of the activities under this Contract.

The above limitations of liability of the Inspector shall not apply to damage, damage or loss caused by demonstrably deliberate or gross negligence or fraud on the side of the Inspector.

- 8.7 The Inspector hereby undertakes to protect and maintain confidentiality of all information and data concerning as specified in the Non Disclosure Agreement signed by and between the Inspector and the Facility Agent dated 29 July 2019 (the “NDA”), and to treat all information received hereunder as "Confidential Information" for the purposes of the NDA. In addition to the Facility Agent and the Inspector, other Contracting Parties of this Agreement shall not be considered as third parties for the purposes of the NDA.
- 8.8 The Contracting Parties irrevocably agree that the courts of the Czech Republic have exclusive jurisdiction to resolve any disputes arising out of or in connection with this Agreement.
- 8.9 Each of the Contracting Parties hereby declares and warrants to the other Contracting Parties that it is authorized to conclude and execute this Agreement and that it has taken all necessary steps for that Contracting Party to conclude, execute, and act under this Agreement .
- 8.10 Any provision of this Agreement may be amended only with the written agreement of the Contracting Parties.
- 8.11 This Agreement has been prepared in the requisite number of original copies in the English language, each Contractual Party shall receive one original.

ANNEXES:

Annex No. 1 - General Terms of Service of BUREAU VERITAS

Annex No. 2 – Proposal No.: Q1413 Rev.3

Annex No. 3 – Form_ - List of invoices

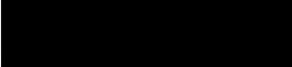
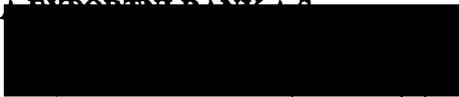
SIGNED FOR AND ON BEHALF OF:

<p>Facility Agent</p> <p>MUFG SECURITIES EMEA plc</p> <p>Sign:.....</p> <p>Print name:</p> <p>Title:.....</p>	<p>Inspector</p> <p>BUREAU VERITAS, CZECH REPUBLIC spol. s r.o.</p> <p>.....</p> <p><i>JANUS KEJVAL, CCE</i></p>
<p>Borrower</p> <p>.....</p> <p>Sign:.....</p> <p>Print name:</p> <p>Title:.....</p>	<p>Original Lender</p> <p>MITSUBISHI UFJ INVESTOR SERVICES & BANKING (LUXEMBOURG) S.A.</p> <p>Sign:.....</p> <p>Print name:</p> <p>Title:.....</p>
<p>Original Lender</p> <p>ČESKÁ EXPORTNÍ BANK A.S.</p> <p>Sign:.....</p> <p>Print name:</p> <p>Title:.....</p>	

SIGNED FOR AND ON BEHALF OF:

<p>Facility Agent</p> <p>MUFG SECURITIES EMEA plc</p> <p>Sign:.....</p> <p>Print name:</p> <p>Title:.....</p>	<p>Inspector</p> <p>BUREAU VERITAS CZECH REPUBLIC spol. s r.o.</p> <p>.....</p> <p>.....</p>
<p>Borrower</p> <p>[REDACTED]</p> <p>Sign:.....</p> <p>Print name:</p> <p>Title:.....</p>	<p>Original Lender</p> <p>MITSUBISHI UFJ INVESTOR SERVICES & BANKING (LUXEMBOURG) S.A.</p> <p>Sign:..... [REDACTED]</p> <p>Print name: <i>ROBERT GAITA</i> / Senior Vice President</p> <p>Title:.....</p> <p style="text-align: right;">03 NOV. 2019</p>
<p>Original Lender</p> <p>ČESKÁ EXPORTNÍ BANK A.S.</p> <p>Sign:.....</p> <p>Print name:</p> <p>Title:.....</p>	<div style="border: 1px solid black; padding: 5px;"> <p>Mitsubishi UFJ Investor Services & Banking (Luxembourg) S.A. 287-289 route d'Arion L-1150 Luxembourg Tel +352 44 51 80 - 580 Fax +352 44 51 80 - 817 email address: fiduciary@fu.tr.mufg.jp</p> </div>

SIGNED FOR AND ON BEHALF OF:

<p>Facility Agent</p> <p>MUFG SECURITIES EMEA plc</p> <p>Sign:.....</p> <p>Print name:</p> <p>Title:.....</p>	<p>Inspector</p> <p>BUREAU VERITAS CZECH REPUBLIC spol. s r.o.</p> <p>.....</p> <p>.....</p>
<p>Borrower</p> <p></p> <p>Sign:..... </p> <p>Print name </p> <p>Title:.....</p>	<p>Original Lender</p> <p>mitsubishi UFJ INVESTOR SERVICES & BANKING (LUXEMBOURG) S.A.</p> <p>Sign:.....</p> <p>Print name:</p> <p>Title:.....</p>
<p>Original Lender</p> <p>ČESKÁ KRAJOVNÍ BANKA a.s.</p> <p>Sign:.. </p> <p>Print name: JAROSLAV VYBORNY</p> <p>Title: CHAIRMAN OF THE BOARD OF DIRECTORS</p>	<p>EMIL HOLAN</p> <p>MEMBER OF THE BOARD OF DIRECTORS</p>

SIGNED FOR AND ON BEHALF OF:

<p>Facility Agent</p> <p>MUFG SECURITIES EMEA plc</p> <p>Sign: </p> <p>Print name: <i>Geoffrey Charles</i></p> <p>Title: <i>Director</i></p>	<p>Inspector</p> <p>BUREAU VERITAS CZECH REPUBLIC spol. s r.o.</p> <p>.....</p> <p>.....</p>
<p>Borrower</p> <p></p> <p>Sign:</p> <p>Print name:</p> <p>Title:</p>	<p>Original Lender</p> <p>mitsubishi UFJ INVESTOR SERVICES & BANKING (LUXEMBOURG) S.A.</p> <p>Sign:</p> <p>Print name:</p> <p>Title:</p>
<p>Original Lender</p> <p>ČESKÁ EXPORTNÍ BANK A.S.</p> <p>Sign:</p> <p>Print name:</p> <p>Title:</p>	

Annex No. 1

General Terms of Service

See attached document /8 pages/

GENERAL TERMS AND CONDITIONS OF SERVICE

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this Article apply in these general terms and conditions of service (the "General Conditions").

Agreement: the Company's acceptance of a completed Company Order Form or other instructions for Services from the Client, or Company's acceptance of an agreed quotation for Services under Article 2.2, or any instruction or request for services by a Client and subsequent acceptance by the Company and performance of Services by the Company for the Client. These General Conditions, as may be amended by the written agreement of the Parties, govern each Agreement unless separate terms and conditions are agreed to in writing between the Client and the Company.

Background IPR: any Intellectual Property Rights owned by each Party as at the commencement date of the Agreement or otherwise created outside the scope of the Agreement.

Company: BUREAU VERITAS CZECH REPUBLIC, spol. s r.o.

Company Order Form: the Company's standard form to be completed by the Client setting out the Services to be performed by the Company, together with any other information concerning the performance of the Services under the terms of the Agreement. The Fees for the Services may be set out in the Company Order Form or in a separate document or price list.

Company's Equipment: any equipment, systems or facilities, provided by the Company or its subcontractors which may be used directly or indirectly in the supply of the Services, and which are not the subject of a separate agreement between the Parties under which title passes to the Client.

Client: the person, firm, company, partnership, association, trust, or government agency or authority that purchases Services from the Company and as identified in the applicable Company Order Form or agreed written instruction.

Client's Equipment: any equipment, systems, or facilities provided by the Client and used directly or indirectly in the supply of the Services.

Client Information: all Documents, instructions, completed Company Order Forms, specifications, codes, requirements, samples, measurements and other information and materials provided by the Client necessary for the performance of the Services.

Confidential Information: all non public information passing between the Parties, including but not limited to data, know-how, designs, sketches, photographs, plans, drawings, specifications, layouts, ideas, concepts, reports, manuals, prototypes, trade secrets, trademarks, company logos, sources and object codes, business and marketing information, and all proprietary information whatsoever whether in writing or oral.

Document: includes, without limitation, in addition to any document in writing, any inspection sheet, report, certificate, attestation, mark, stamp, specification, code,

drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form, including in computer or electronic format.

Fees: the fees which the Client is to pay for the Services, excluding all travel, subsistence and other incidental expenses of the Company and its permitted affiliates, agents, or sub-contractors as set out in the applicable Company Order Form or instructions from the Client and agreed by the Company in accordance with Article 2.2.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Party and Parties: individually the Company or the Client and collectively the Company and the Client.

Reports: all Documents and products created by the Company or its agents, subcontractors, consultants and employees in relation to the performance of the Services.

Services: the services to be provided by the Company to the Client under the Agreement and as set out in the applicable Company Order Form or in other instruction from the Client to the extent that they are agreed by the Company and incorporated into the Agreement.

- 1.2 In these General Conditions, a reference to:

- 1.2.1 an article or clause is a reference to an Article of these General Conditions;
- 1.2.2 the singular includes the plural and vice versa and reference to any gender includes the other genders;
- 1.2.3 a statute or statutory provision includes a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (whether before or after the date of the Agreement) and any prior or subsequent subordinate legislation made under it (whether before or after the date of the Agreement).

2. APPLICATION OF GENERAL CONDITIONS

- 2.1 Unless otherwise expressly agreed in writing and signed by both Parties, or solely to the extent otherwise required by mandatory application of law, these General Conditions shall:

- 2.1.1 apply to and be incorporated into the Agreement; and
- 2.1.2 prevail over any inconsistent terms or articles contained, or referred to, in Client Information, or implied by law, trade custom, practice or course of dealing.

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- 2.2 A completed Company Order Form or other instruction by the Client, or the Client's acceptance of a quotation for Services by the Company, constitutes an offer by the Client to purchase the Services specified in it subject to these General Conditions. No offer placed by the Client shall be deemed accepted by the Company other than by a written acknowledgement issued and executed by the Company, at which point a contract for the supply and purchase of the Services subject to these General Conditions will be established.
- 2.3 For the avoidance of doubt, the Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any Company Order Form or other Document shall not govern the Agreement.
- 2.4 The Company shall not accept instructions in respect of the Services other than from the Client or from individuals representing the Client as identified in the relevant Company Order Form or as otherwise notified to the Company from time to time in writing by the Client.
- 2.5 The Company acts for the Client only. Except as provided in the Agreement or in a separate writing agreed by the Parties, the Agreement is entered into solely between and may be enforced only by the Client and the Company. The Agreement shall not be deemed to create any rights in third parties, including without limitation suppliers or customers of a Party, or to create any obligation of a Party to such third parties.
- 2.6 If the Client anticipates the use of any Reports in any legal proceeding, arbitration, dispute resolution forum or other proceeding, it shall so notify the Company in writing prior to submitting the Company Order Form for the Services and in any event prior to the use of such Reports in any such proceeding. The Parties agree that the Company has no obligation to provide an expert witness or witness of fact at such proceeding unless the Company gives its prior consent in writing, such consent being subject to the agreement of the Parties on a separate and additional fee in respect of such additional services.
- 2.7 Subject to Article 2.8, the Company at its sole discretion may delegate the performance of all or a portion of the Services under the Agreement to an affiliate, agent or sub-contractor of the Company without prior notice to the Client, and the Client hereby consents to such delegation. For the purposes of Article 8.1, the Client hereby consents to the Company disclosing any and all confidential information of the Client to such affiliate, agent or sub-contractor for the purposes only of performing the Services in whole or in part.
- 2.8 In cases where accredited Certification services are involved, the Company may subcontract all or a portion of the Services only to another affiliated company or branch, subject to the prior consent of the Client, which shall not be unreasonably withheld or delayed.

3. COMMENCEMENT AND DURATION

- 3.1 Unless otherwise agreed by the Parties, the Services performed under the Agreement shall be provided by the Company to the Client from the date of acceptance by the Company of the Client's offer in accordance with Article 2.2.
- 3.2 Subject to Article 10, the Services supplied under the Agreement shall be supplied for the period as set out in the agreed Company Order Form or other Client instruction as agreed by the Company. Where no such

period for performance of the Services has been stipulated, the Company shall perform the Services in a reasonable time.

4. COMPANY'S OBLIGATIONS

- 4.1 The Company shall, with reasonable care, skill and diligence as expected of a competent body experienced in the certification, inspection, auditing and testing industry and in performing services of a similar nature under similar circumstances, provide the Services, and deliver the Reports to the Client, in accordance with:
 - 4.1.1 the specific requirements as set out in the agreed Company Order Form or other Client instruction accepted by the Company and forming part of the Agreement;
 - 4.1.2 such methods as the Company shall deem suitable on a case by case basis having regard to professional, industry standard, technical and/or government or regulatory grounds; and
 - 4.1.3 any performance dates specified in the Company Order Form or other Client instruction as incorporated into the Agreement (such dates to be estimates only and time shall not be of the essence for performance of the Services).
- 4.2 The Company, in the capacity of an independent party, provides information to its clients in the form of ascertainment, assessment or recommendations, relative to regulatory requirements, general industry standards and/or any other standards that may be mutually agreed by the Parties.
- 4.3 The Company performs surveys, inspections, verifications, certifications, tests, assessments, audits or appraisals with independence, impartiality and objectivity. Such information is communicated to the Client in the form of the Reports, including inspection sheets, reports, certificates, attestations or marks, or by any other suitable means.
- 4.4 In providing the Services, the Company does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters or owners, who, notwithstanding the Company's actions, are not released from any of their obligations of whatever nature. IN PARTICULAR, ANY INFORMATION AND RECOMMENDATIONS SUPPLIED BY THE COMPANY SHALL NOT BE HELD OR CONSTRUED TO AMOUNT TO APPROVAL OR ACCEPTANCE OF THE ITEMS IN CONNECTION WITH WHICH THE INFORMATION AND RECOMMENDATIONS ARE SUPPLIED OR OF THEIR OF THE QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.
- 4.5 For the avoidance of doubt, the Company does not fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of products, services or other activities undertaken or produced by the Client to which the Services relate.
- 4.6 The Reports are given only in relation to documents and information provided by the Client. The Company cannot be held liable for any error, omission or inaccuracy in the Reports to the extent that the Company has been given erroneous or incomplete information by the Client. The Reports will identify the results of the Services performed by the Company based solely upon the written information provided to the Company as set out in the

Client Information provided to the Company prior to the performance of the Services.

- 4.7 The Reports will reflect the findings of the Company at the time of performance of the Services only and in respect of the Client Information made available to the Company prior to performance of the Services. The Company shall have no obligation to update the Reports after issuance, except as otherwise stated in the Agreement.
- 4.8 Unless otherwise stipulated, the Company carries out its Services at random and does not usually perform any systematic and comprehensive examination. Consequently, the Services cannot be considered as exhaustive.
- 4.9 For those Services requiring sampling, the Reports will set out the findings of the Company solely in respect of the samples identified therein. Unless specifically and expressly indicated in the Reports, the results set out in such Reports may not be indicative or representative of the quality or characteristics of the bulk or lot from which a sample is taken, and the Client shall not rely upon the Reports as being so indicative or representative of the lot or of the tested product in general.
- 4.10 Unless specifically instructed to the contrary by the Client and incorporated into the scope of the Services under the Agreement, the Reports, including any other relevant information or document, relate to the facts as recorded by the Company within the limits of instructions received, and if appropriate state its opinion based on such facts. The Company is under no obligation to refer to or report upon any facts or circumstances which are outside the specific scope of its assignment or commission.
- 4.11 Unless specifically instructed to the contrary by the Client and incorporated into the scope of the Services under the Agreement, documents concerning undertakings entered into between the Client and other interested parties, such as contracts of sale, supply or work contracts, letters of credit, bills of lading, specifications, datasheets, letters of commissioning, certificates of acceptance or conformity, and which are divulged to the Company, shall be considered to be for information only, without either extending or restricting the Company's scope of Services or obligations under the Agreement.
- 4.12 Unless expressly agreed by the Parties to the contrary, the Company may, in its sole discretion, choose to retain, return to the Client or destroy samples which have been furnished to the Company for performance of Services and which have not been destroyed in the course of the Services.
- 4.13 To the extent required by law, stock exchange, governmental authority or for the purposes of accreditation requirements, the Company expressly reserves the right to disclose, and the Client consents to the disclosure of, the Reports, Client Information or any other information relating to the Services to a third party, including (but not limited to) courts, government bodies or accreditation bodies.

5. CLIENT'S OBLIGATIONS

5.1 The Client shall:

- 5.1.1 co-operate with the Company in all matters relating to the Services;
- 5.1.2 where no such information has been agreed in the Company Order Form, advise the Company

of the date on which the Services are to commence, or be resumed in case of suspension, and also of important dates affecting the item(s) to which the Services relate (however, time shall not be of the essence with respect to the performance of the Services);

- 5.1.3 provide the Company, its agents, sub-contractors, consultants and employees, in a timely manner and at no charge, with access to the Client's premises, office accommodation, data and other facilities and personnel as required by the Company;
- 5.1.4 except for generally available documents such as codes and standards, provide the Company, either directly or through its suppliers and sub-contractors, in a timely manner, such Client Information and other information as the Company may require for the proper performance of the Services and ensure that it is accurate in all material respects;
- 5.1.5 provide the Company with all information and particulars concerning the use or purpose of the items in relation to which the Service is to be provided;
- 5.1.6 provide the Company, its agents and representatives with all necessary transportation, equipment, facilities, and access to premises where the Services are to be carried out;
- 5.1.7 be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any actual or potentially hazardous materials from any of its premises in accordance with all applicable laws, before and during the supply of the Services at those premises;
- 5.1.8 adopt all necessary measures to ensure safety and security of working conditions on site during performance of the Services and inform the Company of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises;
- 5.1.9 ensure that all of the Client's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant and applicable standards or requirements;
- 5.1.10 where necessary, obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the use of the Company's Equipment, the use of Client Information and the use of the Client's Equipment in relation to the Services insofar as such licences, consents and legislation relate to the Client's business, premises, staff and equipment, in all cases before the date on which the Services are to start;
- 5.1.11 ensure that all documents, information and material made available by the Client to the Company under the Agreement do not and will not infringe, or constitute an infringement or

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misappropriation of, any patent, copyright, trademark, trade secret, licence or other intellectual property rights or proprietary rights of any third party; and

- 5.1.12 take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.
- 5.2 The Client is responsible for exercising its own, independent judgment with regard to the information and recommendations provided by the Company. Neither the Company nor any of its agents warrant the quality, outcome, effectiveness or appropriateness of any decision or action undertaken on the basis of the Reports provided under the Agreement.
- 5.3 If the Company's performance of its obligations under the Agreement is prevented or delayed by any act, omission, default or negligence of the Client, its agents, sub-contractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.
- 5.4 The Client shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including, without limitation, any direct, indirect or consequential losses, attorneys fees and expenses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Agreement, subject to the Company confirming such costs, charges and losses to the Client in writing.
- 5.5 The Client shall not, without the prior written consent of the Company, at any time from the date of the Agreement to the expiry of twelve (12) months after the later of the last date of supply of the Services or termination of the Agreement, solicit or entice away from the Company or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or sub-contractor of the Company in the provision of the Services.
- 5.6 The Client shall maintain at its own cost all applicable insurance policies with a reputable insurance company to cover the potential liabilities which the Client may have to the Company in connection with the Agreement.

6. CHARGES AND PAYMENT

- 6.1 In consideration of the provision of the Services by the Company, the Client shall pay the Fees in accordance with this Article 6 unless otherwise agreed in writing between the Parties. The Fees and any additional charges are exclusive of all applicable taxes.
- 6.2 The Client shall pay each valid invoice submitted to it by the Company, in full and in cleared funds, within thirty (30) days of the date of the invoice.
- 6.3 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Company on the due date, the Company may:
- 6.3.1 charge interest on such sum from the due date for payment at the monthly rate of 1.5%, accruing on a daily basis and being

compounded monthly until payment is made, whether before or after any judgment; and

- 6.3.2 suspend all Services until payment has been made in full.

- 6.4 Time for payment shall be of the essence of the Agreement.
- 6.5 All sums payable to the Company under the Agreement shall become due immediately on its termination, despite any other provision. This Article 6.5 is without prejudice to any right to claim for interest under the applicable laws and regulations, or any such right under the Agreement.
- 6.6 Any Report, including test report or certificate, or any part thereof, may not be used or relied upon by the Client if and for so long as the Client fails to pay when due any invoice validly issued by the Company to the Client together with interest and penalties, if any, accrued thereon in accordance with this Article 6.
- 6.7 The Company may, without prejudice to any other rights it may have, set off any liability of the Client to the Company against any liability of the Company to the Client, whether such liability arises under this Agreement, or otherwise.

7. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 7.1 In providing the Client Information, the Client shall make available to the Company such of its Background IPR as is reasonable to assist the Company in carrying out the Services under the Agreement, provided that nothing in the Agreement shall oblige the Client to act in breach of any confidentiality obligation owed to any third party. The Client grants to the Company and its permitted affiliates, agents and sub-contractors a non-exclusive, royalty-free license to make use of such Background IPR for the duration of the Agreement for the purposes of carrying out the Services.
- 7.2 The Client warrants that to the best of its knowledge, information and belief, the use of its Background IPR by the Company in the provision of the Service will not infringe the Intellectual Property Rights of any third party.
- 7.3 The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of the Company and its affiliates, (collectively, the "Rights") are and shall remain the sole property of the Company or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of the Company and then only in the manner prescribed by the Company. If the Company terminates the Agreement in accordance with the provisions of Article 10.1 below, any such licence granted by the Company to the Client shall automatically terminate. The Client shall not contest the validity of the Rights or take any action that might impair the value or goodwill associated with the marks or the image or reputation of the Company or its affiliates.
- 7.4 For the avoidance of doubt, ownership of each Party's Background IPR shall remain vested in the respective Parties at all times.
- 7.5 Each Party shall take all necessary steps to ensure that it operates at all times in accordance with all applicable data protection laws and regulations.



8. CONFIDENTIALITY AND COMPANY'S PROPERTY

- 8.1 Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information or any financial or trading information which it may acquire or receive within the scope of the performance of the Agreement, without the prior written consent of the Party that disclosed the Confidential Information.
- 8.2 The confidentiality undertaking shall not apply to any information:
- 8.2.1 which is publicly available or becomes publicly available through no act of the receiving Party;
 - 8.2.2 which was in the possession of the receiving Party prior to its disclosure;
 - 8.2.3 which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;
 - 8.2.4 which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;
 - 8.2.5 which is disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority; or
 - 8.2.6 which is disclosed to an affiliate of the Party on a need to know basis.
- 8.3 The Reports are issued by the Company and are intended for the exclusive use of the Client and shall not be published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of the Company.
- 8.4 Each Party shall be responsible for ensuring that all persons to whom Confidential Information is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.
- 8.5 All materials, equipment and tools, drawings, specifications and data supplied by the Company to the Client (including Company's Equipment) shall, at all times, be and remain as between the Company and the Client the exclusive property of the Company, but shall be held by the Client in safe custody at its own risk and maintained and kept in good article by the Client until returned to the Company, and shall not be disposed of or used other than in accordance with the Company's written instructions or authorisation.
- 8.6 On expiry or termination of the Agreement for any reason and at the direction of the other Party, each Party shall return or destroy the other Party's Confidential Information which is at that time in its possession or under its control, provided, however, that nothing herein shall prohibit the Company from maintaining copies of Reports and analysis in accordance with its record retention policies and document retention policies as may be required by law or accreditation bodies.

9. LIMITATION OF LIABILITY

- 9.1 This Article 9 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its affiliates, and their respective employees, agents, consultants, and sub-contractors) to the Client in respect of:
- 9.1.1 the Services and the Reports;
 - 9.1.2 any breach of the Agreement;
 - 9.1.3 any use made by the Client of the Services, the Reports or any part of them; and
 - 9.1.4 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 9.2 ALL WARRANTIES, ARTICLES AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THIS AGREEMENT.
- 9.3 EXCEPT AS MAY OTHERWISE BE EXPRESSLY AGREED TO IN WRITING BY THE COMPANY AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN OR IN ANY WORK PRODUCT OF THE COMPANY, NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IS MADE.
- 9.4 Nothing in these General Conditions limits or excludes the liability of the Company:
- 9.4.1 for death or personal injury resulting from negligence; or
 - 9.4.2 for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the Company; or
 - 9.4.3 for any other loss which by law cannot be excluded or limited.
- 9.5 Subject to Articles 9.2 through 9.4:
- 9.5.1 THE COMPANY AND ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, CONSULTANTS, AND SUB-CONTRACTORS, SHALL NOT BE LIABLE FOR:
 - (a) LOSS OF PROFITS OR REVENUES; OR
 - (b) LOSS OF BUSINESS, INCLUDING, BUT NOT LIMITED TO, LOSS BY REASON OF PARTIAL OR COMPLETE PLANT OR EQUIPMENT SHUTDOWN, NON-OPERATION OR SERVICE INTERRUPTION; OR
 - (c) DEPLETION OR LOSS OF GOODWILL AND/OR SIMILAR LOSSES; OR
 - (d) LOSS OF ANTICIPATED SAVINGS; OR
 - (e) LOSS OF GOODS; OR
 - (f) LOSS OF CONTRACT OR OPPORTUNITY; OR
 - (g) INCREASED EXPENSE OR COST OF OPERATION, CONTRACT OR OPPORTUNITY; OR

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- (h) LOSS OF USE OF PROPERTY, GOODS, CAPITAL OR REVENUE; OR
- (i) LOSS OR CORRUPTION OF DATA OR INFORMATION; OR
- (j) ANY COSTS, DAMAGES, OR LOSS INCURRED IN CONNECTION WITH A PRODUCT RECALLS OR REPLACEMENTS; OR
- (k) DAMAGE TO THE CLIENT'S REPUTATION; OR
- (l) ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR PURE ECONOMIC LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES.
- 9.5.2 THE TOTAL LIABILITY OF THE COMPANY AND ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, CONSULTANTS, AND SUB-CONTRACTORS, IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, GROSS NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE ARISING IN ANY MANNER IN CONNECTION WITH OR RELATED TO THE SERVICES, THE REPORTS, AND THE PERFORMANCE, OR CONTEMPLATED PERFORMANCE, OF THE AGREEMENT SHALL BE LIMITED TO THE GREATER OF:
- (a) A SUM EQUIVALENT TO THE AMOUNT OF FEES PAID OR PAYABLE BY THE CLIENT TO THE COMPANY IN RESPECT OF THE SERVICES THAT GIVE RISE TO THE COMPANY'S LIABILITY TO THE CLIENT; OR
- (b) TEN THOUSAND (10,000) EUROS.
- 9.6 The Client shall indemnify the Company and its affiliates, and their respective employees, directors, agents, consultants or sub-contractors against, and hold them harmless against, all claims made by third parties for loss, damage or expense of whatever nature (including, but not limited to negligence and gross negligence) and howsoever arising, relating to the performance, purported performance or non-performance of any Service, to the extent that the aggregate of such claims for any one Service exceeds the limitation of liability as set out in Article 9.5.2 above.
- 9.7 Without prejudice to Article 9.5, the Company shall not be liable to the Client for and the Client shall be precluded from bringing any claim for the losses as set out in 9.5.1 in respect of (a) the Services and the Reports; (b) any breach of the Agreement; (c) any use made by the Client of the Services, the Reports or any part of them; and (d) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement, unless notice of such claim is received by the Company before twelve (12) months after the earlier of (i) the date of performance by the Company of the Services which give rise to the claim, or (ii) the date when the Services should have been completed in the event of any alleged non-performance.
- 10. TERMINATION**
- 10.1 The Agreement may be terminated by the Company at any time without liability to the Client by giving a minimum of thirty (30) days' prior written notice to the Client.
- 10.2 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate the Agreement without liability to the other on giving the other not less than seven (7) days written notice to the other if:
- 10.2.1 the other Party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than fifteen (15) days after being notified in writing to make such payment;
- 10.2.2 the other Party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within fifteen (15) days of that Party being notified in writing of the breach;
- 10.2.3 the other Party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;
- 10.2.4 the other Party becomes unable to pay its debts as and when they become due;
- 10.2.5 the other party becomes insolvent or enters receivership (for financial or other reasons), or insolvency or bankruptcy proceedings are commenced by or against such Party;
- 10.2.6 the other party assigns or transfers any right or interest in this Agreement other than as authorized under this Agreement; or
- 10.2.7 the other Party suspends or ceases or threatens to suspend or cease to carry on all or a substantial part of its business.
- 10.3 On termination of the Agreement for any reason:
- 10.3.1 the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;
- 10.3.2 the Client shall return all of the Company's Equipment. If the Client fails to do so, then the Company may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping; and
- 10.3.3 the accrued rights and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 10.4 On termination of the Agreement (however arising), Articles 7, 8, 9, 19 and 20 shall survive and continue in full force and effect.
- 11. FORCE MAJEURE**
- 11.1 For the purposes of this Article 11, "**Force Majeure**" shall mean an event, the occurrence of which is beyond the

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reasonable control of the claiming Party, including without limitation the following events and circumstances:

- 11.1.1 acts of war (whether declared or undeclared), armed conflict, civil unrest or insurrection, blockade, embargo, riot, sabotage, malicious damage, acts of terrorism or the specific threats of such acts or events, or conditions attributable to such acts or events;
- 11.1.2 strike, work slow down, lockout or other industrial disturbance or labour dispute (whether involving the workforce of the Party so prevented or of any other Party), or default of suppliers or of sub-contractors;
- 11.1.3 epidemics or plague;
- 11.1.4 fire, earthquake, cyclone, hurricane, flood, drought, lightning, storms, storm warnings, navigational and maritime perils, or other acts of God;
- 11.1.5 breakage, fire, freezing, explosion, mechanical breakdown or other damage or malfunction resulting in the partial or complete shutdown of the facilities of the claiming Party;
- 11.1.6 a change in law, hindrance of government or other act or failure to act by any government claiming jurisdiction over the Agreement or the Parties;

and which renders either the Client or the Company unable, wholly or in part to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party), which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation.

- 11.2 If as a result of Force Majeure any Party is rendered unable, wholly or in part, to carry out its obligations under the Agreement, other than the obligation to pay any amounts due, then the obligations of the Party giving notice of such event, so far as and to the extent that the obligations are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused and for such reasonable period thereafter as may be necessary for the Party to put itself in the same position that it occupied prior to the Force Majeure, but for no longer period.
- 11.3 In the event of the Company being prevented for any reason beyond its control, including events of Force Majeure, from performing or completing the Services, the Client agrees:
 - 11.3.1 to reimburse the Company for any expenditures actually made or incurred; and
 - 11.3.2 to pay the proportion of fees due for the Services which have been actually carried out and to release the Company from all responsibility for partial or total non-performance of the Services.
- 11.4 The Party claiming Force Majeure shall notify the other Party of the Force Majeure within forty eight (48) hours after the occurrence of the facts relied on and shall keep the other Party informed of all significant developments. Such notice shall give reasonably full particulars of the Force Majeure and also estimate the period of time which

the Party will probably require to remedy the Force Majeure.

- 11.5 The affected Party shall use all reasonable diligence to remove or overcome the Force Majeure situation as quickly as possible in an economically reasonable manner, but shall not be obligated to settle any labour dispute except on terms acceptable to it, and all such disputes shall be handled within the sole discretion of the affected Party.

12. VARIATION AND CHANGE CONTROL

- 12.1 The Company may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.
- 12.2 If the Company requests a change to the scope of the Services for any other reason, the Client shall not unreasonably withhold or delay consent to it.
- 12.3 Subject to Article 12.1, no variation of the Agreement or of these General Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
- 12.4 If at any time the Client wishes to make any changes to the Services or request any services other than and in addition to the Services, the Client shall submit such request in writing to the Company, and the provision of such additional services shall be subject to agreement by both Parties in writing and in accordance with these General Conditions and, in particular, the requirements of Article 12.5 below.
- 12.5 In the event of a request for a change to the Services or additional Services as set out in Article 12.4 above, the Company shall notify the Client of any additional costs and expenses due and payable as a result, and the Company shall only proceed to carry out such amended or additional Services if the Client agrees in writing to such costs so notified. Unless otherwise agreed in writing, the provision of all such amended or additional services shall be subject to the terms of the Agreement, including these General Conditions.

13. WAIVER

- 13.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a Party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

14. SEVERANCE

- 14.1 If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If a provision of the Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

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15. ENTIRE AGREEMENT

- 15.1 The Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements and communications between the Parties relating to the performance of the Services by the Company. These General Conditions shall take precedence over any terms or conditions set out in the Client's purchase order or other communications with the Company, unless expressly otherwise agreed in writing by the Company.
- 15.2 Each Party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract as expressly provided in the Agreement.
- 15.3 Nothing in this Article 15 shall limit or exclude any liability for fraud.

16. ASSIGNMENT

- 16.1 The Client shall not, without the prior written consent of the Company, assign, transfer, charge, mortgage, subcontract or deal in any manner with all or any of its rights or obligations under the Agreement.
- 16.2 The Client acknowledges and hereby expressly consents that the Company may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.
- 16.3 Each Party that has rights under the Agreement is acting on its own behalf and not for the benefit of another person.

17. NO PARTNERSHIP OR AGENCY

- 17.1 Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership, joint venture, trust or association of any kind between the Parties, nor constitute any Party the agent of the other Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.

18. NOTICES

- 18.1 Notices or other communications and exchanges of documents necessary for performance of the Agreement shall be validly sent by personal delivery, first class post, facsimile, by electronic mail or by any other written form as agreed in writing by the Parties.
- 18.2 These documents shall be effective:
- 18.2.1 if by way of fax, at the time of transmission subject to confirmation of receipt;
- 18.2.2 if by hand delivery, on the date of delivery;
- 18.2.3 if by way of first class post, three (3) days after the date of posting;
- 18.2.4 if by way of email, after being received in readable form and after automatic electronic acknowledgment of receipt.
- 18.3 This Article 18 shall not apply to the service of any process in any proceedings or other documents in any legal action.

19. WAIVER OF SOVEREIGN IMMUNITY

- 19.1 Each Party recognizes and acknowledges that the Agreement constitutes a commercial transaction, and that its rights and obligations under the Agreement are of a commercial and not a governmental nature. To the fullest extent not prohibited by applicable laws and regulations, each of the Parties hereby irrevocably waives on behalf of itself and its assets, any and all immunities from jurisdiction, from enforcement and for any other purpose whatsoever.

20. GOVERNING LAW AND JURISDICTION

- 20.1 The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of **the Czech Republic**, notwithstanding any conflicts of laws rules that could require the application of any other law.
- 20.2 The Parties irrevocably agree that the courts of **the Czech Republic** shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter.

21. RIGHTS OF THIRD PARTIES

- 21.1 To the fullest extent permitted by law and except as expressly provided for in the Agreement, a person who is not a party to the Agreement shall not have any rights under or in connection with the Agreement.

22. OTHER PROVISIONS

- 22.1 The Parties agreed that if the obligation for paying the penalty has been stipulated, this obligation does not exclude the right to compensation in the amount in excess of the contractual penalty.
- 22.2 The Parties exclude the application of the provision par. 557 of the act no. 89/2012 Coll., the Civil Code (the contra proferentem rule).
- 22.3 In case the subject of the Services is revision or audit, the auditors are entitled to request staff personal files, or other personal data, to carry out an audit engagement. As part of the audit, personal data are imparted to the auditors from the personal data administrator's credentials, and their disclosure is not a violation of personal data protection. The auditors are bound by confidentiality when performing their activities, as well as other constraints resulting from the Agreement, that constitute sufficient safeguards to safeguard personal data.

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Annex No. 2

Proposal No.: Q1413 Rev.3



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Proposal No.: Q1413 Rev.3

Client : MUFG Securities EMEA plc

Project : [REDACTED]

1. Basic info

Location : [REDACTED]

Beginning of Service : NOV 2019

Duration of Service : 18 months ongoing (from NOV 2019 – max. APR 2021)

2. Scope of Service

A) Initial verification of CAPEX for past period, i.e. works and invoices covering past period

Initial Service covering :

- Study of relevant Project documentation to get basic knowledge about the Project, budget, contractors, suppliers, Project schedule
- Initial Invoice verification related to CASH-IN, ie. Invoices issued to the Borrower concerning past CAPEX, i.e. Contract milestone invoicing for supplies and works already executed. This verification will be based on invoices verification upon visual check of fulfilment of contractual milestones and relevant works and supplies executed and review of relevant supporting documentation (contractor's agreements + engineering documentation defining the scope of works/supplies, overtaking protocols, QA/QC documentation declaring that the works/supplies are delivered in quality required).
- Initial Invoice verification related to CASH-OUT, i.e. invoices issued to the Contractors by their Suppliers concerning past CAPEX, i.e. invoicing of supplies whose verification will be executed both visually (by checking of works and supplies) and as review of documentation (supplier's agreements + engineering documentation defining the scope of works/supplies, overtaking protocols, QA/QC documentation declaring that the works/supplies are delivered in quality required)
- Collection of copy of presented invoices (CASH-IN, CASH-OUT) and major supporting documents
- Verification of the List of Invoices (by signature and stamp "Reviewed by BUREAU VERITAS")
- Issue of the Initial Inspection Report in English



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B) Periodical inspections and CAPEX for ongoing period on monthly basis

- Study of any up-date of relevant Project documentation to get basic knowledge about the Project, budget, contractors, suppliers, Project schedule
- Periodical Invoice verification related to CASH-IN, i.e. Invoices issued to the Borrower concerning CAPEX spent in past month, i.e. Contract milestone invoicing for supplies and works already executed. This verification will be based on invoices verification upon visual check of fulfilment of contractual milestones and relevant works and supplies executed and review of relevant supporting documentation (contractor's agreements + engineering documentation defining the scope of works/supplies, overtaking protocols, QA/QC documentation declaring that the works/supplies are delivered in quality required).
- Periodical Invoice verification related to CASH-OUT, i.e. invoices issued to the Contractors by their Suppliers in the past month, while invoicing of supplies whose verification will be executed both visually (by checking of works and supplies) and as review of documentation (supplier's agreements + engineering documentation defining the scope of works/supplies, overtaking protocols, QA/QC documentation declaring that the works/supplies are delivered in quality required)
- Collection of copy of presented invoices (CASH-IN, CASH-OUT) and major supporting documents
- Verification of the List of Invoices (by signature and stamp "Reviewed by BUREAU VERITAS")
- Issue of the Periodical (Monthly) Inspection Report in English

C) Ad-hoc inspections

Any additional inspections above the scope mentioned above (to be executed upon a additional request of the Client) , e.g.:

- a) inspections at selected suppliers off site
- b) on site activities in more detailed scope that mentioned above

3. BV Personnel to be involved

A) Initial verification of CAPEX for past period, i.e. works and invoices covering past period

In order to complete this initial part soon, we expect to have a small team and to assign two specialists of BV Czech Republic + 1 specialist of BV Turkey (due to documents in Turkish and communication in Turkish) for this initial stage.

The Team leader and also being as key expert would be specialist of BV Czech Republic internally qualified for execution of service and having experience with large projects financed by the banks with very good knowledge of English.

Finally for any document issued and signed by BV, there will be the 2nd reviewer at BV Czech Republic to verify these documents finally before submission to the Client



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B) Periodical inspections and CAPEX for ongoing period on monthly basis

As regards the periodical inspections and CAPEX verification during ongoing period, we expect to assign 1-2 specialist(s) of BV Czech Republic + if documentation in Turkish being part of documents to be verified, also 1 specialist of BV Turkey while the specialist of BV Czech Republic would be the key expert internally qualified for execution of service.

C) Ad-hoc inspections

For these activities, there would be nominated either one person of the BV team assigned on this project or other specialist of BV Turkey or BV Czech Republic - depends on the scope and location of these works

4. Capacity Estimation

NOTE 1 : With very limited knowledge about the Project we have, the more exact estimation of capacities not feasible, thus the below-mentioned capacity is an estimation only.

NOTE 2 : We know the volume of CAPEX in past period - about 66 MEUR, but the number of invoices to be checked for past period and the number of invoices to be checked during ongoing period are not known.

Activity	Frequency	Approx. Duration on-site	MD Total	MD on site	MD on travel	MD at BV office (reporting, 2nd review of all docs)	MD for Preparation for execution service
		days	per 1 inspection				
Initial verification of CAPEX for past period	1x	4	24,0	12,0	6,0	4,0	2,0
Periodical inspections and CAPEX for ongoing period on monthly basis	monthly	3	13,0	6,0	4,0	3,0	0,0

5. Price

A) Unit Rates to be Applied

a) Services executed by staff of BUREAU VERITAS CZECH REPUBLIC

- Hourly rate ... Equivalent of 1.200 CZK, i.e. 46,93 EUR (at CNB exchange rate to OCT. 30, 2019 1 EUR = 25,57 CZK). The service rate would be counted in CZK and invoiced in EUR at the daily official exchange rate CZK/EUR of CNB to the date of invoice issue



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- Accommodation (without meals) ... either provided to BUREAU VERITAS personnel directly (at no cost to BUREAU VERITAS) or at costs + 10% for currency exchange lost

- Daily allowance as per applicable Czech law (amount for meals and other personal expenses), for the year 2019 the amount specified for Turkey is 56 EUR / full day, if less than 18 hours spent abroad during the calendar day, the amount is shorted accordingly.

- Air-tickets (Economy class) ... at costs + 10% for handling and currency exchange lost

- Transportation costs in the Czech Republic or in counties outside of Turkey achievable by car from the Czech Republic – in case of car using, with mileage 0,35 EUR/km, road tolls, parking at costs + 10% for handling and currency exchange, in case of public transport or taxi at costs + 10% for handling and currency exchange lost

- Transportation in Turkey and outside Czech Republic (if not achievable by car from the Czech Republic) ... either provided to BUREAU VERITAS personnel directly (at no cost to BUREAU VERITAS) or Rent car max. Group B, fuels, road tolls, parking ... at costs + 10% for handling and currency exchange lost, or public transport and taxi ... at costs + 10% for handling and currency exchange lost

b) Services executed by staff of local BUREAU VERITAS Office in the country of service execution (i.e. in Turkey or other country when applicable)

- The fees and costs of local BUREAU VERITAS Office charged to BUREAU VERITAS CZECH REPUBLIC will be re-invoiced at costs + 18% for coordination, handling and currency exchange lost

B) Service Total Price Rough Estimation

a) Price Estimation per one inspection

Activity	Frequency	Sub-Total incl. travel costs
		per 1 inspection
Initial verification of CAPEX for past period	1x	€ 13 910
Periodical inspections and CAPEX for ongoing period on monthly basis	monthly	€ 9 080

b) Summarizing of Estimation

Total Estimation	Qty	Unit Price	Sub-total
Initial verification of CAPEX for past period	1	€ 13 910	€ 13 910
Periodical inspections and CAPEX for ongoing period on monthly basis	19	€ 9 080	€ 172 528



PRICE ROUGH ESTIMATION CALCULATED for 18 months service period	€ 186 438 without CZ VAT
15% CONTINGENCY (unexpected works, ad-hoc works estimation etc.)	€ 27 966 without CZ VAT
TOTAL PRICE ESTIMATION	€ 214 404 without CZ VAT

- c) Conditions for relevancy of the total price estimation :
- The duration of service will be for 1 + max. 19 periodical on-going inspections
 - The scope of the service would be same as defined in this Proposal
 - The frequency of the service would be same as defined in this Proposal
 - The price and costs for the execution of ad-hoc inspections and unexpected works would fit within the 15% of price contingency as calculated above.
 - The yearly inflation rate in the Czech Republic (when compared situation between 31.12.2019 and 31.12.2018 and then between 31.12.2020 and 31.12.2019) do not exceed 2%.
 - The currency exchange rate between EUR and CZK will remain in the range +/- 2% from the value applicable to the date of this Proposal issue.

6. Invoicing

- a) Invoicing would be executed upon unit rates (hourly rates) + travel costs to be charge upon Time Sheet + Expenses Sheet + copies of bills
- b) Czech VAT would be handled as per applicable Czech Tax Law. As per current legal status, the VAT is not charged provided the service is outside Czech Republic and the Client is not based in the Czech Republic

7. Conditions for Work Required by BV

In order to be able to execute required works, following conditions are required by BV

- a) Advanced Access (by email prior to the initial inspection) of following documentation :
 - EPC Contract (full document incl. all annexes), supplier's contract for those suppliers whose invoices should be verified during the initial inspection, List of invoices to be reviewed during the initial inspections, Project budget/calculation, up-dated valid Project schedule)
- b) Contact on Client's personnel located at site, exact identification of location (either exact geographical identification or exact GPS coordinates)
- c) Access to Project documentation during the initial inspection and periodical inspections (EPC contract up-dated /if any/, suppliers' contracts for all suppliers issuing invoices subjected to BV review, List of invoices, invoices and attachments to the invoices /overtaking protocols, packing lists, forwarder's shipping documents etc., up dated Bill of Quantities, up dated Project budget, up-dated Project Cash Flow, up-dated Project Schedule, Engineering documentation)



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- d) Access to site under conditions of relevant HSE rules observance, office space at site for on-site administrative and documentation works, equipped with office furniture for work of 3 people during the initial inspection and for 2 people during the on-going monthly inspections, office equipped with electricity, A/C, heating, wi-fi for internet access)
- e) Access to selected suppliers' premises or selected sub-contractors' premises (if required)

8. Feasible Schedule of Initial Activity

As regards the schedule of the initial activity, the preparatory works at BV Prague and the initial on site inspection can be executed in early November 2019.

9. Other conditions

- A) This proposal is based on data and information received by the Bidder from MUFG before the date of this Proposal issue.
- B) The validity of the proposal is 31.12.2019
- C) Provided the proposal is integrated as Annex to the Inspection agreement, the validity of this proposal is automatically governed with the timing of the Inspection Agreement.

In case of further comments / questions, please, we are at disposal to you.

Prague, October 31, 2019

BUREAU VERITAS CZECH REPUBLIC spol. s r.o.
Robert Hlinovsky
Director of Technical Inspection Division

Annex No. 3

Form_ - List of invoices

