

AMENDMENT No. 1

to the Contract for Work No. 0122002838

Letiště Praha, a. s. (in English Prague Airport),

with its registered office at K letišti 1019/6, Praha 6, postal code 161 00, Reg. ID No: 282 44 532, VAT No. CZ699003361, registered on the Commercial Register maintained by the Municipal Court in Prague, file number B 14003, represented by Mr. Jiří Kraus, Vice-Chairman of the Board of Directors and Mr. Jiří Černík, Member of the Board of Directors

(hereinafter the "**Customer**")

and

Simpleway Europe a. s.

with its registered office at Na okraji 335/42, Veleslavín, 162 00 Praha 6, ID No: 04377028, VAT ID No: CZ04377028, registered on the Commercial Register maintained by the Municipal Court in Prague, file number B 20925, represented by Mr. Jakub Maléř, member of Board of Directors and by Mr. Petr Otoupal, member of Board of Directors

(hereinafter the "**Contractor**"),

(Customer and Contractor hereinafter jointly referred to as the „**Parties**“, individually also as the „**Party**“).

PREAMBLE

Whereas the Parties:

- A) concluded on 20. 1. 2020 the **Contract for Work No. 0122002838**.

(hereinafter referred to as the "**Contract**"),

- B) wish to amend the Contract,

they agreed on this Amendment No. 1 to the Contract (hereinafter referred to as the "**Amendment**") as follows.

1. CHANGES OF THE CONTRACT

The Parties agree that the Contract shall be changed as followed:

- 1.1** Article 1 "DEFINITIONS AND INTERPRETATIONS" of the Contract shall be extended as follows:

„1.1.51 Bank Guarantee means irrevocable, unconditional bank guarantee issued to secure the Contractor's obligations arising from this Contract and the Service Contract. The bank guarantee must be payable at the Contractor's first demand."

- 1.2** Article 10 "CONTRACT TERM " of the Contract shall be extended as follows:

„10.2.7 the Contractor fails to fulfil his obligation stated in art. 13.13. hereof."

- 1.3** Article 13 "Contractual penalties and indemnification" of the Contract shall be renamed to "Contractual penalties, indemnification and bank guarantee" and extended as follows:

"13.13. Securing the realization and completion of the Work, warranties obligations stated in this Contract and obligations stated in the Service Contract-

The Contractor undertakes to ensure proper performance of its obligations under this Contract and the Service Contract, in particular the obligation to perform the Work properly, the obligations arising from the Work warranties and from the Service Contract, in the form of a Bank Guarantee, in the amount of 10 000 000,00 CZK

(in words: ten million Czech crown). The Bank Guarantee must be provided by the bank approved by the Customer and the wording of the Bank Guarantee must be approved by the Customer before the Bank Guarantee issuance. The valid and effective Bank Guarantee original must be handed over to the Customer no later than 10 (ten) calendar days after signing this Contract by both Parties. If the Contractor fails to deliver the valid and effective Bank Guarantee in the period stated above, the Customer will have the right to withdraw from this Contract.

13.14. The Contractor is obliged to maintain the Bank Guarantee in force for the period of the validity of this Contract extended by 4 (four) years. If the completion of the Work should be delayed for any reasons, the Contractor is obliged to ensure the extension of the validity of the Bank Guarantee correspondingly or the issuance of a new Bank Guarantee (effective immediately following the expiry date of the present Bank Guarantee), even repeatedly. The Contractor is obliged to hand such extension or a new Bank Guarantee over to the Customer at least 21 (twenty-one) calendar days before the expiry date of the present Bank Guarantee, otherwise the Customer is entitled to proceed in accordance with art. 13.15.

13.15. If the amount guaranteed by the Bank Guarantee falls, due to the Bank Guarantee application or for other reasons, below the agreed amount in this Contract, the Contractor is obliged to add the amount up to the agreed amount in this Contract no later than 10 (ten) calendar days after learning about this fact. If the Contractor fails to add the amount guaranteed by the Bank Guarantee up to the agreed amount in this Contract or if the validity of the Bank Guarantee should expire in less than 21 (twenty-one) calendar days, the Customer is entitled to immediately apply the Bank Guarantee and draw the full amount guaranteed by the Bank Guarantee.

2. FINAL PROVISIONS

- 2.1** This Amendment shall become valid as from the date of its signature by both Parties.
- 2.2** Remaining provisions of the Contract shall not be affected hereby.
- 2.3** This Amendment is executed in two (2) counterparts, Customer shall receive one and the Contractor one.

IN WITNESS WHEREOF the Parties attach their signatures

Date:

On behalf of the Customer:

Name:

Ing. Jiří Kraus

Function:

Vice-Chairman of the Board of Directors
Letiště Praha, a. s.

Date:

On behalf of the Contractor:

Name:

Ing. Jakub Maléř

Function:

Member of Board of Directors

Name:

Ing. Jiří Černík

Function:

Member of the Board of Directors
Letiště Praha, a. s.

Name:

Ing. Petr Otoupal

Function:

Member of Board of Directors