

## First Amendment to the Purchase Contract

(Number of the Purchase Contract 2020-993)

### „HTS robotic stations: Part 1 HTS robotic station“

This First Amendment to the Purchase Contract is made and entered into the Purchase Contract with effective day of December 19<sup>th</sup>, 2020, by and between Institute of Molecular Genetics of the Czech Academy of Sciences and Highres Biosolutions Inc. and concluded within the meaning of Section 2079 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, Section 222/5 of Act. No. 134/2016 Coll., the Public Procurement Act, as amended, and provision XII./2 of the Purchase Contract

**Buyer:** **Institute of Molecular Genetics of the Czech Academy of Sciences**  
Registered office: Vídeňská 1083, 142 20 Prague 4, Czech Republic  
RN: 683 78 050  
VAT ID: CZ68378050  
Represented by: RNDr. Petr Dráber, DrSc., Director of the Institute  
Data Box ID: 5h4n xm4

(hereinafter referred to as the „**Buyer**“ as the first Party)

**Seller:** **HighRes Biosolutions Inc.**  
Registered office: Cherry Hill Drive 102, Beverly, MA 01915, USA  
Represented by: Ira Hoffman (CEO)  
Bank details: Account Name: JP Morgan Bank N.A.  
Name of Bank: Ceskoslovenska Obchodni Banka AS, address: Prague  
SWIFT: CEKOCZPP  
Account No. 0080100166541683  
IBAN: CZ3803000080100166541683, Beneficiary „CHASUS33“  
VAT ID: Employer ID: 20-1693803  
Registered in the Commercial/Trade Register – equivalent in the US is certificate of Incorporation

(hereinafter referred to as the „**Seller**“ as the second Party)

(the Buyer and the Seller hereinafter also collectively referred to as the „**Contracting Parties**“)

### I.

1. The Contracting Parties wish to modify Annex No. 1 – Technical Specifications of the Subject of Performance, which is an integral part of the Purchase Contract.



2. Capitalized terms in this Amendment without definitions shall have the meanings ascribed to them in the Purchase Contract.
3. Now, therefore, in consideration of the mutual covenants and agreement contained herein, the Buyer and the Seller, each intending to be legally bound hereby, agree as follow.
4. Now, therefore, in consideration of the premises and mutual covenants and agreements set forth herein and in the Purchase Contract and in this Amendment, and for other valuable consideration, the Contracting Parties agree as follows.

**II.**

1. Annex No.1 – Technical Specifications of the Subject of Performance is hereby restated as a new version of the Annex No. 1.
2. The reason for the change of the Annex No. 1 is that the system quote originally has 7 Turntables and 2 Device Slides, however the way the system design sign off will be signed includes 6 Turntables and 3 Device Slides. This change will be realized when HTS Device Exchange Mechanism (Robot system) will be assembled and delivered by the Seller. There will be no difference in cost, just in quantity of each piece of hardware.
3. The text of the original Annex No. 1 is replaced in its entirety by the new Annex no. 1, which forms an integral part of this Amendment.

**III.**

1. All remaining provisions and other terms and conditions of the Purchase Contract shall remain unaffected and shall continue in full force and unchanged.
2. This Amendment becomes valid by its signing by both Contracting Parties and becomes effective by the publication of this Amendment in the Register of Contracts. It shall be ensured by the Buyer.
3. This Amendment has been prepared in two counterparts in English, each of which shall be deemed an original, and each of the Contracting Parties shall receive one counterpart.
4. Having read this Amendment the Contracting Parties declare that the content, representations, rights and obligations contained herein are an expression of their true and free will and that this Amendment has been concluded on the basis of mutual agreement and not under duress or markedly disadvantageous conditions, which they confirm their signatures.
5. An integral part of this Amendment is formed by its Annex No. 1.

In Prague,.....

In.....

**RNDr. Petr Dráber, DrSc.**  
 Digitally signed by RNDr. Petr Dráber, DrSc.  
 Date: 2021.06.15 13:42:57 +02'00'

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 The Buyer  
**RNDr. Petr Dráber, DrSc.**  
 Institute of Molecular Genetics of the Czech Academy of Sciences

DocuSigned by:  
*Ira Hoffman*  
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 The Seller  
**Ira Hoffman (CEO)**  
 HighRes Biosolutions Inc.