

**Contract for providing basic drilling and evaluation EGS concept for the feasibility study
of the SYNERGYS project**

in the mode of innominate contract with a reference to a contract for work under the Act
No. 89/2012 Coll., the Civil Code, as amended

Service provider

Geo-Energie Suisse AG,

Reitergasse 11, CH 8004 Zürich, Switzerland

Represented by: Dr. Peter Meier



BIC/SWIFT: BLKBCH22XXX

Tax ID CHE-116.167.132

(Hereinafter Consultant)

Service customer

Česká geologická služba (Czech Geological Survey)

organization co-financed by state, established by the Measure No. 16/17 of the Ministry of the
Environment, file No.: MZP/2017/110/395

Klárov 3, 118 21 Prague 1, Czech Republic

Represented by: Mgr. Zdeněk Venera, Ph.D., the Director

For technical issues: Mgr. Antonín Tym, Ph.D., project manager (antonin.tym@geology.cz)

Company ID No.: 00025798, Tax ID. No.: CZ 00025798

Bank details: KB Prague 1, account No. 87530011/0100

The Client is a VAT payer

(hereinafter Client)

1. Subject-matter of the contract

1.1. The subject-matter of the Contract for providing basic drilling and evaluation EGS concept for the feasibility study of SYNERGYS project (hereinafter the "Contract") is a provision of specific expertise on design and drilling of the deep enhanced geothermal systems (EGS) boreholes by the Consultant to the benefit of the Client in relation to the project SYNERGYS – systems for energy synergy (hereinafter the "Project").

1.2. The subject matter of this Contract consists of:

- 1.2.1. **Drawing up of the EGS well design concept** based on structure described in the annex "No 1 - Quotation" of this Contract
- 1.2.2. **Providing consultations** regarding EGS drilling and design
- 1.2.3. **Other tasks** based on mutual agreement between the Consultant and the Client

2. Time of performance

2.1. Consultant undertakes to prepare and hand over the written proposal in structure in accordance with article 1.2.1. of this Contract to the Client within the following deadlines:

- a) **first draft of the EGS well design concept** no later than **25 days from the date the Contract becomes effective**, electronically by e-mail (see contact for technical issues above)
- b) **final version of the EGS well design concept** no later than **3 months from the date the Contract becomes effective**, electronically by e-mail (see contact for technical issues above) incl. digital signature (in case the Consultant has not a digital signature available, a signed hard copy will be sent to the Client's address (see above) along with the electronic version

3. Obligations of the Consultant

- 3.1. By signing this Contract, the Consultant confirms to the Client that he has all the necessary authorizations that enable him to perform the obligations arising from this Contract. Consultant further confirms that he has all the expert and technical background necessary to perform the subject matter of this Contract.
- 3.2. Consultant is accountable for the accuracy, factual correctness and completeness of the EGS well design concept according to article 1 of this Contract and developed from the available data and previous experience and other written outputs and analyses provided by the Client.
- 3.3. The Consultant is further accountable for providing all the services in compliance with this Contract and with all valid legal regulations related to the subject matter of this Contract. The outputs of the work of the Consultant will remain in English. Also, the official language of the communication between the Client and the Consultant will be English.

4. Obligation of the Client - fee and payment terms

- 4.1. For the provision of the EGS well design concept by the Consultant, the Client undertakes to pay to the Consultant a fixed maximum reward **31.680 CHF excl. VAT** according to the annex "No 1 - Quotation" of this Contract.

- 4.2. For the provision of the consulting services by the Consultant in according to the article 1.2.2. and 1.2.3 of this Contract, the Client undertakes to pay to the Consultant a reward 165,- CHF (Swiss francs) per 1 hour based on time sheets.
- 4.3. The Client undertakes to cover other related costs such as travel costs subjected to prior agreement with the Client via e-mail communication, covering:
- flights or trains (using economy class), local public transport or taxi
 - accommodation in Litoměřice/Prague during project meeting/workshop not exceeding amount of €100/night
 - meal expenses up to 60 € per diem (daily allowance), if not directly covered by the Client
 - other costs directly related to the services provision under article 1.2. of this Contract
- 4.4. The Client undertakes to execute the payment to the Consultant's bank account specified in the heading of this Contract within 21 days from the date of invoice delivery.

The Consultant is aware that the maximum costs for the Consultant's services and related expenditures (travel costs etc.) **must not exceed 825.000,- CZK (approx. CHF 33.000) exl. VAT.**

Note: original documents (tickets, receipts etc.) must be provided to allow costs reimbursement.

Above mentioned costs will be covered from the Project account No 664000.

5. Term of the Contract

- 5.1. The Contract is valid from the date of signature by both Parties and effective by publishing in the Czech Registry of Contracts.
- 5.2. The Contract terminates by 31st of December 2022.

6. Diligence and sanctions

- 6.1. The Consultant will use all reasonable skill, care and diligence in performing the services pursuant to this Contract; it is understood that the Consultant shall not be held responsible for delays, errors or other adverse results that are a direct result of the Client's failure to perform his obligations under this Contract, provided that the Consultant has made the Client aware of this non-compliance.
- 6.2. The Consultant is obliged to work diligently and honestly and to use his professional knowledge and skills as a faithful trustee of the Client in the performance of his professional duties in accordance with the applicable laws i.e. according to the law of the Czech Republic.
- 6.3. Should the Consultant be in delay with delivery of the services in accordance with the article 2.1.a) of this Contract (EGS well design concept), the Consultant shall pay to the Client a penalty in the amount of 50 CHF per each commenced day of delay. The payment of any penalty under

this Contract does not affect the obligation of the Consultant to compensate the damage caused to the Client by the breach of the contractual obligations.

- 6.4. Should the Client be in delay with the payment of the remuneration according to article 4.4 of this Contract, the Client shall pay to the Consultant an interest on late payment in the amount of 0,02 % of the owed amount per each commenced day of delay.

7. Final provisions

- 7.1. It is the Consultant's responsibility to meet all legal and tax obligations of the Swiss Confederation related to this contract.
- 7.2. This Contract is governed by the laws and regulations of the Czech Republic.
- 7.3. This Contract is executed in two counterparts. Consultant and Client will keep one counterpart.
- 7.4. The Contractual Parties are aware that the Contract shall be published in the Czech Registry of Contracts according to the Act No. 340/2015 Coll., on special conditions of effectivity of some contracts, publishing of these contracts and a registry of contracts (Act on Registry of Contracts), as amended.

In Zürich, on 14/9 2022
For the Consultant:

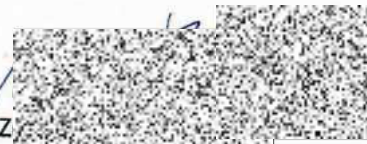
Dr.
CEO



A. EG-ALTY
Drilling Manager Geo-Energie Suisse AG

In Prague, on 15/9 2022
For the Client :

Z
Director of the Czech geological survey



Česká geologická služba
ředitel
Klárov 3/131, 118 21 Praha 1





Klárov 131/3, 118 21 Praha 1

**Request for quotation - Drilling and Evaluation Concept incl. cost estimate
technical specification**

Activity number	Description	Time estimate in days (1 day= 8 working hours)	Costs in CHF € per activity (please indicate other currency)
Activity 1	Data Acquisition and Definition of Well targets. This includes the study of available offset data and the inclusion of well targets in cooperation with the project owners	4	5280
Activity 2	Creation of a conceptual Basis of Design for the drilling of two wells, the data acquisition, and the stimulation program	6	7920
Activity 3	Breakdown of the conceptual Basis of Design in work-packages for service providers. Definition of Material requirement	3	3960
Activity 4	Based on the available data, give a cost estimate for the work-packages and the material requirements	4	5280
Activity 5	Review and presentation process to/with the project owner (minimum requirement is 2 days participation in workshop in Litoměřice, Czechia); other options: video conferences, online meetings	2	2640
Activity 6	<i>Other - please add any other activity/ies if needed incl. a short description Contingency for a longer iterative process to adapt and optimize the budget due to cost-benefit questions of the scientific program</i>	(5)	(6600)

NB: other costs such as travel costs will be calculated individually and included in the contract

Total time	19 days (24 with contingency)
Costs per unit	1320 CHF per day
Total costs	25'080 CHF (31'680 CHF with contingency)

Work commencement date (in days from the contract signature date): 0 days

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IC 00025798, DIČ CZ 00025798
Bankovní spojení:
Česká národní banka,
č.ú. 87530011/0710

Work duration (in working days):

- total 19 working day (plus contingency 5 days)
- the first version of the basis of design is expected to be delivered no later than by September 21st 2022.
- termination of the final report no later than by December 31st 2022.

Zürich, 30.8.2022



Dr. Peter Meier, CEO Geo-Energie Suisse AG

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