

AGREEMENT ON THE TRANSFER OF A CONTRACT

This agreement ("Agreement") was concluded on the day, month and year stated below by and between:

- (1) The Extreme Light Infrastructure ERIC
with registered seat at: Za Radnicí 835, Dolní Břežany, 252 41
registration no.: 10974938
represented by: Allen Weeks, Director General
(hereinafter referred to as "ELI ERIC"); and
- (2) Fyzikální ústav AV ČR, v. v. i.
with its registered office at: Na Slovance 2, Praha 8, PSČ: 182 21
registration no.: 68378271
represented by: RNDr. Michael Prouza, Ph.D., director
(hereinafter referred to as "FZÚ"),

(ELI ERIC and FZÚ are hereinafter jointly referred to as "Parties" and individually as "Party").

IT WAS AGREED AS FOLLOWS:

- 1.1 FZÚ hereby assigns to ELI ERIC the contract as identified below and ELI ERIC accepts the assignment. The assigned contract:

S21/141E, Purchase contract on supply of Target tower for E5 vacuum chamber, Seller: MIT, spol. s r.o., Klánova 71/56, 147 00, Praha 4, Id. No.: 46348395, concluded on August 20 2021.
2. FINAL PROVISIONS
 - 2.1 In the event that ELI ERIC ceases to function for any reason and subject to prior written consent by FZÚ, ELI ERIC undertakes to transfer all assets and liabilities, contracts and agreements, rights and obligations back to FZÚ or its legal successor, in extent, to which it was transferred under this Agreement and to the extent, to which it is objectively possible. In such a case, the Parties are obliged to cooperate to conclude the necessary contracts. This duty of ELI ERIC shall last for 15 years from the conclusion of this Agreement, unless other agreement stipulates otherwise.
 - 2.2 This Agreement was concluded pursuant to section 1746(2) of the Civil Code. It shall be governed by the laws of the Czech Republic.

- 2.3 Neither Party is entitled to transfer its claims against the other Party that shall arise on the basis or in connection with this Agreement on third parties.
- 2.4 Neither Party is entitled to transfer its rights and duties under this Agreement or its part onto third parties.
- 2.5 All modifications and supplements of this Agreement must be in writing.
- 2.6 Parties are aware that this Agreement shall be published in the Register of Contracts within the meaning of the Act no. 340/2015 Coll., on the Register of Contracts.
- 2.7 This Agreement shall be valid on the day, on which it was signed by both Parties and effective on the day, on which it was published in the Register of Contracts.

IN WITNESS WHEREOF attach Parties their signatures:

ELI ERIC

FZÚ

Signature: _____

Signature: _____

Name: Roman Hvězda

Name: RNDr. Michael Prouza, Ph.D.

Position: ELI Beamlines Director

Position: Director