

Contract on the provision of Services

entered into on the date set forth below pursuant to Section 1746 (2) of Act No 89/2012 Col., the Civil Code, as amended (hereinafter referred to as the **"Code Civil"**)

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

between

Client: Observátory and planetárium Prague

Headquarters: Královská obora 233, 170 21 Praha 7

ID: 000 64 441

Representative: Mgr. Jakub Rozehnal, Ph.D.

(hereinafter referred to as the **"Client"**)

and

Expert: **Prof. Thomas W. Kraupe**

Address: [REDACTED]

Date of birth: [REDACTED]

Account no. (IBAN): [REDACTED]

(hereinafter referred to as the **"Expert"**)

(Client and Expert hereinafter jointly referred to as **"Parties"**)

Preamble

In view of the fact that the Client is interested in the Expert being a member of the expert committee of the public contract entitled LED projekční systém / LED projection systém II (hereinafter referred to as the **"Public Contract"**) and the Expert is interested in being a member of the expert committee, the Parties conclude this Contract

I.

Subject of the Contract

1.1 The Expert undertakes to be a member of the expert committee of the Public Contract and to participate in the execution of the sample tests in accordance with the tender documents, the sample tests being Annex 1 to this Contract. The purpose of the sample tests is to verify compliance of selected components of prototypes or existing installations of LED planetariums belonging to the potential suppliers of the Public Contract with the required features set out in the sample tests (hereinafter referred to as the **"Services"**).



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- 1.2 The Expert notes that the locations of the various sample tests are in different countries, which the potential suppliers have filled in their preliminary offers. The locations of the individual sample tests are attached as Annex 2 to this contract.
- 1.3 The Client undertakes to pay the Expert the price in accordance with Article III of this Contract for the Services duly rendered.

II.

Fulfilment period

- 2.1 The Expert undertakes to act as a member of the expert committee until the end of the procurement.

III.

Price and payment terms

- 3.1 The Client shall pay the Expert a lump sum of EUR 2,000 for the proper and timely provision of the Services.

IV.

Obligations of the Client

- 4.1 The Client undertakes to provide the Expert with all assistance that the Expert may reasonably require for the proper and timely provision of the Services and the outputs of the Service.
- 4.2 In addition to the price specified in Article 3 of this Agreement, the Client undertakes to pay the following costs related to the sample tests:
- Transportation costs to the venue of the sample tests, including premium/business class airfare, the ticket from the nearest International airport to the place of residence of the expert to the final destination will be purchased by the Client.
 - Accommodation in a standard (***) or first class (****) hotel of the Client's choice for the duration of the sample tests abroad,
 - Per diem of 60 EUR/day, for the duration of the sample tests abroad.

V.

Obligations of the Expert

- 5.1 The Expert shall act with professional care and comply with relevant laws and regulations when providing the Services. The Expert shall provide all such assistance as the Client may reasonably require for the proper and timely provision of the Services.
- 5.2 The Expert is obliged to evaluate the prototype or existing installation based on the criteria specified in the tender documentation and for the following purposes of individual test:



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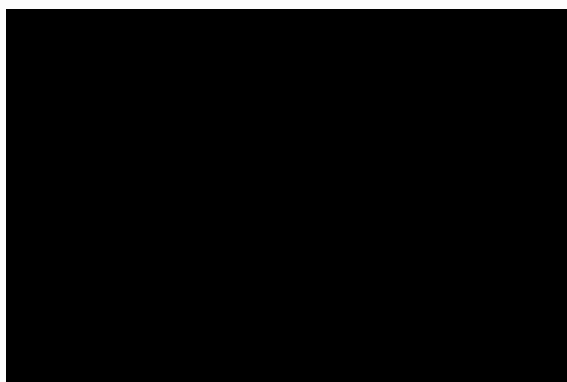
- a. test 2.2 (b) - aims at supplying perforated LED panels, which alone can be used for LED planetariums;
 - b. test 2.2.Q aims at the supplier's ability to suppress the visibility of the edges of the individual LED panels to the human eye during operation of the LED planetarium;
 - c. test 2.2.(l) aims at the supplier's ability to suppress the physical property of LEDs that visibly change brightness abruptly at low power, this property shall not be visible to the human eye;
 - d. test 2.2.(n) aims at supplier's ability to provide an automatic system that, in the event of the replacement of individual LED panels adjusts them to the functional projection state, that meets all other requirements of the sample tests;
 - e. test 2.2.(p) aims at the supplier's ability to suppress the phenomenon resulting from the fact that the LED planetarium is a so-called discrete system, by suppressing this phenomenon, the image will be flicker free and moiré free.
- 5.3 The Expert is obliged to vote during the evaluation by the expert committee on whether individual criteria of the prototype or installation is met or not.
- 5.4 The Expert is obliged to transport himself to the venue of the sample tests on the selected date.
- 5.5 The Expert is obliged to maintain the confidentiality of all facts related to the performance of the sample tests, for the avoidance of doubt this confidentiality also applies to the fact that he is a member of the expert committee.

VI.

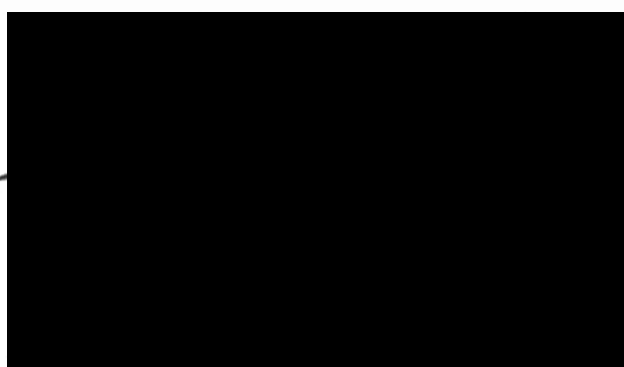
Other and final arrangements

- 6.1 The Parties may amend or modify this Contract only by agreement in the form of written amendments, which shall be numbered in ascending order.
- 6.2 In cases not covered by this Contract the Parties shall be bound by the relevant provisions of the Civil Code.
- 6.3 Annex 1 (Sample tests) and Annex 2 (Location of the Services) are integral parts of this Contract.
- 6.4 The Parties declare that they enter into this Contract on the basis of their true, free and serious will expressed in a definite and intelligible manner and not under duress or otherwise disadvantageous conditions.

For and behalf of the Client:



For and behalf of the Expert:



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