

MANDATE CONTRACT

concluded pursuant to § 2430 and consecutive sections of Civil Code No. 89/2012 Coll. (*hereinafter referred to as „Civil Code“*)

1. CONTRACTING PARTIES

Mandator:

Czech Aerospace Research Centre (*hereinafter referred to as "VZLU"*)

Beranových 130, Praha-Letňany, postal code 199 00

ID: 00010669 / CZ 00010669

Represented by Ing. Josef Kašpar, FEng., Chairman of the Board

JUDr. Petr Matoušek, Member of the Board

Registered in the Commercial Register maintained by the Municipal Court in Prague under file no. B 446

Mandatory:

Simon Weeks Consultancy Limited

Registered address: 4 HRFC Business Centre, Leicester Road, Hinckley, LE10 3DR, United Kingdom

Correspondence Address: 21 Windermere Avenue, Ashby De La Zouch, Leicestershire, LE65 1FA,

United Kingdom

Represented by Prof. Simon Weeks FRAeS, CEng, CEO & Founder

Tel/email [REDACTED]

The Contracting Parties conclude on the basis of their consensual intention the following

Mandate contract (*hereinafter referred to as „Contract“*):

2. SUBJECT MATTER OF THE CONTRACT

By this Contract, the Mandatory undertakes to carry out advisory and consulting activities as a member of the Scientific Council of VZLU (*hereinafter referred to as "Scientific Council"*), the statute of which is an annex to this Contract, to the extent specified in the following text of this Contract.

The Mandatory under this Contract shall perform the following activities for the Mandator:

- a) Participate in meetings of the Scientific Council (usually twice a year)
- b) Prepare documents and opinions for negotiations
- c) Occasionally provide consultations on selected issues if requested by the VZLU Board

3. DUTIES OF THE MANDATARY

The Mandatary is obliged to act in such a way as to preserve the good name of VZLU.

At the meeting of the Scientific Council, the Mandatary represented by Prof. Simon Weeks as a member will present his personal opinion, in the event that he works in another institution with the subject of activity identical, similar or in any way connected with VZLU, he expresses his opinion in such a case as a representative of VZLU and not as a representative of such an institution (he does not express his expression on behalf of this institution).

The Mandatary undertakes to maintain confidentiality about production processes, technologies, trade and operational secrets of the Mandator, drawing documentation, price offers and other information and documents that he has become acquainted with in the course of his activities for the Mandator and in its establishments. A breach of this obligation may cause damage to the Mandator and the Mandator is entitled to claim compensation for the damage caused from the Mandatary in such a case.

4. MANDATARY'S REMUNERATION

The Mandator undertakes to pay the Mandatary a remuneration in the amount of [REDACTED] always by the 15th day of the following calendar month, to the account specified in the header of this Contract. The remuneration will be converted using the current exchange rate of the Czech National Bank on the day the remuneration is paid. The Mandatary is responsible for the proper taxation of the remuneration received from the Mandator in the country of residence.

Furthermore, the Mandatary is entitled to reimbursement of travel expenses from his place of residence to the meeting of the Scientific Council, specifically the costs of transport by car or by land public transport, the cost of economy class airfare and accommodation in the range of a maximum of two nights. Within 14 days after the end of the meeting, the Mandatary shall account for these costs and send them to the Mandator, who undertakes to pay them within 30 days.

5. VALIDITY AND EFFECTIVENESS OF THE CONTRACT

The Contract comes into force on the day of signature of the Contracting Parties and comes into effect on the day of its publication in the Czech Register of Contracts.

This Contract is concluded for the period of performance of the office of a member of the Scientific Council, with regard to the length of the term of office and the date of election of the Mandatary, i.e. from November 1st 2023 to October 31st 2025. The Contract may be amended by written agreement of the parties. The Contract may also be terminated by written agreement of the parties, by the cancellation by the Mandator or by Mandatary's notice.

6. FINAL PROVISIONS

Matters not regulated by this Contract are governed by the provisions of the Civil Code.

This Contract was concluded by the parties freely and seriously, and not on conspicuously disadvantageous terms, in evidence of which the parties affix their signatures.

This Contract is drawn in two counterparts, one for each Contracting Party.

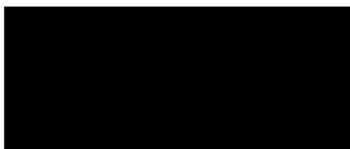
In Prague on October 31st, 2023

Mandator



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Ing.
Chairman of the Board

Mandatory



.....
Prof. Simon WEEKS FRAeS, CEng.
Simon Weeks Consultancy Limited



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Annex: Statute of the Scientific Council

STATUTE OF THE SCIENTIFIC COUNCIL

1. Objective

The Scientific Council is established by the Board of Directors of the Czech Aerospace Research Centre (hereinafter VZLU) as an advisory body of the Board for strategic matters regarding development and scope of VZLU.

The Scientific Council mainly evaluates the directions of long-term conception of the research centre's development (DKRVO), it expresses its opinion on achieved scientific and technical results of VZLU, it brings in suggestions for further development of VZLU and for solving strategic challenges.

2. Members of the Scientific Council

The maximum number of members of the Scientific Council is 8. Only a citizen of an EU member state or a NATO member state can become a member of the Scientific Council.

The term of office of a member of the Scientific Council is 2 years; the number of terms served by a member is not limited.

The members of the Scientific Council are nominated by the members of the Board of Directors after getting the candidate's consent with the nomination.

The Board votes for the individual candidates on grounds of the candidate's characteristics accompanied by a professional curriculum vitae.

The membership in the Scientific Council arises on the day the candidate is approved by the Board and it terminates at the moment of the expiration of the term of office, the member's resignation, an agreement of cessation of activity or a dismissal of a member by the board.

3. The Scientific Council's meetings

In principle, the Scientific Council performs meetings together with the Board of Directors. The meeting generally takes place twice a year.

The meeting is summoned and presided by the chairman of the Board or – if need be – by a member of the Board appointed by the chairman.

The meeting is summoned in the written form (via e-mail), including the meeting agenda; any member of the Scientific Council can suggest points to be added to the agenda.

Minutes are taken during the meeting to summarize the standpoints and suggestions of the members of the Scientific Council regarding individual points of the meeting agenda. The standpoints and suggestions of the members of the Scientific Council are of a recommendatory nature.

In the period between the meetings, the members of the Scientific Council prepare materials and standpoints for the forthcoming meeting, and they can even be asked for a consultation by the VZLU Board of Directors in a current matter of choice.

4. Rights and obligations of the members of the Scientific Council

Upon accepting the membership in the Scientific Council, the member commits to uphold the good name of the organization.

The members present their personal viewpoints at the meetings of the Scientific Council, i.e. they do not express opinions on behalf of institutions in which they might be engaged.

The members of the Scientific Council are remunerated [REDACTED] and are compensated for travel costs related to their participation at the meetings of the Scientific Council.