

AMENDMENT No. 7

to the Contract for work concluded on 19. 02. 2020 (hereinafter the "**Contract**") between the following

1. Parties

1.1. Client:

Ústav fyziky plazmatu AV ČR, v. v. i.

With its seat at: U Slovanky 2525/1a, 182 00 Praha 8

ID No.: 61389021

VAT No.: CZ61389021

Represented by: prof. RNDr. Radomír Pánek, Ph.D., Director

Banking details:

Československá obchodní banka, a. s.

Account No.: 101256398/0300

(hereinafter the "**Client**")

and

1.2. Contractor:

ELEKTROTECHNIKA, a.s.

With its seat at Kolbenova 936/5e, 190 00 Praha 9, Czech Republic

ID No.: 25727206

VAT No.: CZ25727206

Registered with Municipality "Městský soud v Praze", section B, file 5743

Represented by:

Banking details:

Raiffeisenbank a.s., Hvězdova 1716/2a (City Tower), 140 78 Praha 4

Account No: 503 001 9151/5500

(hereinafter the "**Contractor**")

(the Client and the Contractor may be referred to jointly as the "**Parties**" or with respect to each individually as the "**Party**").

2. INITIAL PROVISIONS

- 2.1. As of February 19th, 2020, the Client concluded the aforementioned Contract with the Contractor, who won the public procurement procedure announced by the Client pursuant to Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter the "**PPA**"), for tender entitled "Power Supply System for COMPASS-U Tokamak - Round 2" (hereinafter also the "**Work**").

- 2.2. Due to unpredictable circumstances and the unexpectedly long duration of the procedure for obtaining the planning permission and building permit for the construction of the Client's premises, the repeated procurement of the construction works and the expansion of the construction works at the premises conditioned by technological developments, Amendment No. 6 as of 14. December 2022 extended the deadline for the final assembly and commissioning and acceptance tests under Article V (1) (m) and (n) of the Contract to 30 June 2024.
- 2.3. Subsequently, due to other unpredictable circumstances beyond the Client's control, a further extension of the deadline of the final assembly and commissioning and acceptance tests has shown necessary. These Partial Performance are conditional on the Client's cooperation, who is obliged to make its premises available to the Contractor in an eligible condition for their performance. The Contractor shall carry out the final assembly and commissioning and acceptance tests within 6 months from the date of making the premises available to the Contractor in the eligible condition.
- 2.4. In terms of legality, adequacy and risk management, a prerequisite for the Contractor to proceed with the work in the Client's premises is prior building authority's approval of the premisses or the acceptance of the premises for early use. Eligible premises are essential to enable the Contractor to carry out the final assembly and commissioning and acceptance tests of the Work properly and safely. Issued electrical certificates and revisions are a guarantee for the safety of the personnel performing the final assembly and commissioning and acceptance tests. Eligible premises also eliminate risk of mechanical damage to the Work, e.g., through contamination of the electrical parts of the Work. The premises eligibility depends on the completion of the construction-technological modification of the RS7090 substation, laying of the VN 22kV cable according to a separate project and obtaining electrical revisions and certificates. The construction-technological modification of the RS7090 substation is conditional on the laying of the VN 22kV cable and obtaining the necessary electrical revisions and certificates. The construction-technological modification of the RS7090 substation is the responsibility of a third party, the Institute of Thermomechanics of the CAS (Ústav termomechaniky AV ČR, v.v.i.). According to its statement, the construction and technological modification will be delayed, compared to the original deadline (June 2023), and will not be completed earlier than in September 2024, as a result of which the approval or takeover of the premises for an early use is planned for October 2024 at the earliest. Therefore, the Client will be able to hand over the eligible premises to the Contractor for final assembly probably not earlier than in October 2024.
- 2.5. Due to the Client's delay in providing the necessary cooperation (i.e. making the premises eligible and available) caused by objective reasons, it is necessary to adequately postpone the date of the final assembly and commissioning and acceptance tests for the duration of this delay, i.e., for at least 10 months.
- 2.6. In addition, due to the aforementioned postponement caused by delay on the Client's part, the Client shall pay the Contractor compensation for the additional costs associated with the extension of the "Execution bank guarantee for Basic Configuration" by 10

months (see Annex 1 hereto) and for the additional costs associated with the extension of the "insurance policy covering liability for damage caused to third parties" by 10 months (see Annex 2 hereto), the compensation for which is agreed in Article 3.6 hereof. Except for the aforementioned compensation, the Parties hereby agree that the extension of the deadline shall not give rise to any additional financial obligations between the Parties.

2.7. In view of the facts described in Articles 2.3 – 2.6 hereof, all criteria pursuant to Section 222 (6) and (9) PPA are fulfilled simultaneously for the change of the Contract. The Parties declare that the change is made as a result of circumstances that the Client acting with diligent care could not foresee, it does not change the overall nature of the public contract and the price increase associated with the changes, net of deliveries not made in respect of those changes, does not exceed 30 % of the original covenant value. Taking into account the amount and nature of the change implemented hereby, this amendment does not constitute a substantial modification of the obligation arising from a public contract within the meaning of Section 222 (3) PPA, because of the following:

- (i.) the change would not allow the participation of other suppliers nor could it affect the selection of the supplier in the original procurement procedure, since the reasons for the extension of contract duration are objective (it is an obstacle outside the will of the parties) and would affect any supplier equally.
- (ii.) the change does not alter the economic balance of the contractual obligation in favour of the selected supplier (because there is only a small, objectively justified price increase as reasonable compensation for the Contractor's increased costs caused by the Client); and
- (iii.) the change does not lead to a significant extension of the scope of the Contract.

2.8. Furthermore, the conclusion of this amendment also reflects a change in the address of the Client's registered seat stated in Article I. (1) of the Contract; this change has been made with effect from 28 March 2024 by the Decision of the Ministry of Education, Youth and Sports of 26 March 2024, file No. MSM-67/2024-10, which amends the Client's Charter so that the Client's seat is now located at the address: U Slovanky 2525/1a, 182 00 Prague 8.

2.9. With respect to the above and pursuant to Article XXIII. (5) of the Contract, the Parties agree hereby on the below changes to the Contract in the form of this amendment.

2.10. Terms and definitions with capital letters used in this amendment shall have the same meaning as in the Contract, unless expressly specified otherwise herein.

3. CHANGE TO THE CONTRACT

3.1. The deadline for the Partial Performances defined under Article V. paragraph 1 letters m) and n) of the Contract which is defined in Article VI. (4) of the Contract shall be extended

to 6 months from either the building authority's approval of the premises or the acceptance of the premises for early use (whichever date comes first), but no later than to April 30, 2025. Similarly, the deadline for training the Client's employees to be carried out under Article IV. paragraph 8 of the Contract no later than by the date of the Final Acceptance of the Work according to Article XV of the Contract and for fulfilling all the other requirements as defined in Article VI. (5) of the Contract shall be extended to 6 months from either the building authority's approval of the premises or the acceptance of the premises for early use (whichever date comes first), but no later than to April 30, 2025.

- 3.2. Article VI. (4) of the Contract will read as follows:

"The Client shall notify the Contractor about the date on which the final assembly work, as specified under letter m) of Article V. paragraph 1 hereof, may be commenced at least 2 months in advance. The Contractor shall be obliged to complete and finally hand over the Work to the Client within 6 months after the date of assembly as notified by the Client pursuant to the previous sentence with observance of the deadline for the Partial Performances defined under Article V. paragraph 1 letters m) and n) hereof that shall be 6 months from either the building authority's approval of the premises or the acceptance of the premises for early use (whichever date comes first), but no later than April 30, 2025."

- 3.3. Article VI. (5) of the Contract will read as follows:

"The Contractor shall be obliged to train the Client's employees in accordance with Article IV. paragraph 8 hereof and to fulfil all the requirements designated by this Contract in 6 months from either the building authority's approval of the premises or the acceptance of the premises for early use (whichever date comes first), but no later than till April 30, 2025."

- 3.4. For the avoidance of doubt, the Regular maintenance of the System as described in Article IV. of the Contract as well as the quality guarantee (warranty) as defined in Article IX (5) of the Contract is not expressly affected by this Amendment and shall be provided in the original extent, even if the 24-month warranty period starts later than originally foreseen due to the deadline postponement according to the above Articles 3.1, 3.2 and 3.3.

- 3.5. Postponement of deadlines for performance according to the above Articles 3.1, 3.2 and 3.3 hereof shall result in extension of the periods for which the Contractor is required to maintain bank guarantees according to Article X of the Contract as amended by Amendment No. 6 according to the following rules:

- 3.5.1. The Contractor shall continue to maintain the Execution bank guarantee for the Basic Configuration under Article X (1) of the Contract at least in the amount of CZK ten (10) million until the ownership title to the Basic Configuration passes to the Client.
- 3.5.2. The Warranty bank guarantee for the Basic Configuration, which the Contractor is obliged to provide to the Client before the signature of the Final Acceptance Protocol with respect to the Basic Configuration under Article X (2) of the Contract, shall remain valid and effective at least (i) till April 30, 2025 or (ii) for the first 6 months of

the warranty period pertaining to the Basic Configuration (whichever date comes later); in case that a Warranty Claim notification made within the first 6 months of the aforementioned warranty period causes the Basic Configuration warranty period to be extended according to Article IX (12) of the Contract, the Contractor undertakes to prolong the bank guarantee accordingly for the period of such extension.

- 3.6. After signing the Final Acceptance Protocol, the Client shall pay the Contractor the following compensations for the 10month extension:
- 3.6.1. a compensation amounting to 146 666,- CZK excl. VAT for the additional costs associated with the extension of the "Execution bank guarantee for Basic Configuration", which the Contractor is obliged to maintain in the amount of 10 million CZK under Article X (1) of the Contract, by 10 months, i.e. till April 30, 2025 (see Annex 1 hereto) and
- 3.6.2. a compensation amounting to 87 116,67 CZK excl. VAT for the additional costs associated with the extension of the "insurance policy covering liability for damage caused to third parties", which the Contractor is obliged to maintain in the amount of 200 million CZK under Article XVIII (1) of the Contract, by 10 months, i.e. till April 30, 2025 (see Annex 2 hereto).
- 3.7. The Parties hereby agree that the Client will not cover any additional costs to the Contractor arising from the aforementioned postponement of the performance date. By the aforementioned stipulation, the Parties consider their obligations under the aforementioned title to be completely settled.
- 3.8. With respect to the above-mentioned change of the Client's registered seat, the Parties hereby acknowledge and agree that the address "Za Slovankou 1782/3, 182 00 Praha 8 – Libeň" stated in Article I. (1) of the Contract will read as follows:
- "U Slovanky 2525/1a, 182 00 Praha 8".
- 3.9. For the avoidance of any doubt, the Parties confirm that the (new) address of the Client's registered seat, as amended in Article 3.8 hereof, shall be used wherever the Contract refers to the Client's registered seat, e.g., as in Article VIII (8) of the Contract, or provides for delivery or notification to the Client without expressly specifying an address other than the (original) address of the Client's registered seat, e.g., as it is the case of Article VII (1) of the Contract.

4. CONCLUDING PROVISIONS

- 4.1. If not herein expressly stated otherwise, the provisions of the Contract shall remain valid and unchanged hereby.
- 4.2. The prior written consent of the Client's Supervisory Board and the Client's founder has been given to this amendment prior to its signing.

- 4.3. This amendment is made in the English language and executed in four (4) counterparts each of which is deemed original. Each of the Parties shall receive two (2) counterparts.
- 4.4. This amendment becomes valid on the day of its signature by the authorised persons of both Parties and effective on the day of its publication in the Register of Contracts.
- 4.5. The Annexes listed below form an integral part of this Amendment No. 7:
Annex 1: Calculation of compensation for extension of Execution bank guarantee for Basic Configuration
Annex 2: Calculation of compensation for extension of insurance policy covering liability for damage caused to third parties

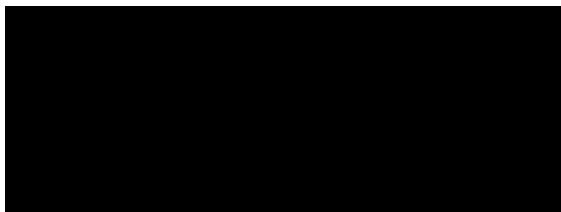
In witness of the agreement with this entire amendment, the Parties attach their signatures:

On behalf of: the Client

On behalf of: the Contractor

In Prague on _____ 2024

In Prague on _____ 2024



Name: prof. RNDr. Radomír Pánek, Ph.D.

Function: Director

