

## **AMENDMENT NO. 1 of Partnership Agreement No. 006096/2024/00**

pursuant to the provisions of Section 1746 (2) of Act No. 89/2012 Coll., Civil Code, concluded by:

### **The Parties:**

**Name:** **Brno University of Technology** (hereinafter the "**BUT**")  
With its seat at: Antonínská 548/1, 601 90 Brno  
For the component part: **Faculty of Information Technology of the BUT** (hereinafter the "**FIT BUT**")  
With its seat at: Božetěchova 1/2, 612 66 Brno (mailing address)  
Represented by: doc. Dr. Ing. Petr Hanáček, Dean of the Faculty  
Id. No.: 00216305  
Tax Id. No.: CZ00216305  
Bank details: Komerční banka a.s., account No.: 27-8684040287/0100  
(hereinafter the "**FIT BUT**")

and

**Name:** **MSD Czech Republic s.r.o.**  
Registered office: Svornosti 3321/2, Smíchov, 150 00 Praha 5  
Registration in the Commercial Register: at the Municipal Court in Prague, C 224056  
Represented by: Juan José Francesch Rivillo, statutory representative  
Id. No.: 02822849  
Tax Id. No.: CZ02822849  
(hereinafter the "**Partner**")

### **Article I. Subject of the Amendment**

1. On June 6, 2024, the Parties have concluded the Partnership Agreement No. 006096/2024/00 (hereinafter referred to as the "Agreement"), for the type of partnership Silver Partner.
2. The subject of this Amendment no. 1 (hereinafter referred to as the "Amendment") are the following changes to the Agreement.
3. The Parties have agreed to extend the Agreement for another year.
  - a. The provisions of Article II. para. 2 of the Agreement are now worded as follows:  
*For the membership in the calendar year 2025, the Partner agrees to pay a membership contribution in the amount of:  
CZK 140 000 excl. VAT*
  - b. The provisions of Article II. para. 3 of the Agreement are now cancelled.
  - c. The provisions of Article IV. para 3 of the Agreement are now worded as follows:

*Each invoice shall comprise all the statutory requisites. The Partner undertakes to pay the annual membership fee for the year 2025 in the amount of CZK 140 000 without VAT. FIT BUT will issue an invoice for this amount no later than March 31, 2025. The invoice shall be payable within 90 days of the date of its delivery to the Partner.*

- d. The provisions of Article V. para. 1 of the Agreement are now worded as follows:  
*This Agreement is concluded for a fixed term, specifically for the period from the effective day to December 31, 2025.*

**Article II.  
Final Provisions**

1. Other provisions of the Agreement remain unchanged.
2. By execution hereof, the Parties confirm that they are aware that this Amendment is subject to publication pursuant to Act No. 340/2015 Coll., on the Contracts Register, as amended. Its publication in the Contracts Register shall be ensured by the FIT BUT.
3. This Amendment enters into force upon its execution by both Parties and shall be effective as of January 1, 2025. The Parties acknowledge that this Amendment enters into effect not earlier than on the date of publication of the Amendment in accordance with the Contracts Register Act.
4. The Parties declare that they do not consider the facts specified in this Amendment to be commercial secrets and grant their consent to their use and publication without any further conditions.
5. This Amendment is executed in two original counterparts in English language, each Party shall receive one counterpart, unless the Amendment is concluded electronically. In that case each Party will affix its electronic signature.
6. Having carefully read this Amendment, the Parties declare that they agree with its contents and that the Amendment has been drawn up on the basis of true information and their true and free will, and not under duress and strikingly unfavorable conditions. In witness thereof, the Parties affix their respective signatures.

In Brno, on 16.12.2024

In Prague, on 10.12.2024

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doc. Dr. Ing. Petr Hanáček  
Dean of the FIT BUT

For the FIT BUT

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Juan José Francesch Rivillo  
Statutory representative

For the Partner