

## SETTLEMENT AGREEMENT

### Amendment No. 2 to the Supply purchase contract

**Ústav fyziky plazmatu AV ČR, v. v. i.**

Registered office: U Slovanky 2525/1a, 182 00 Prague 8

Company ID No.: 61389021

Tax ID No.: CZ61389021

Person authorised to represent the contracting authority: [REDACTED]

Bank details: Československá obchodní banka, a.s.

Account number: 101256398/0300; IBAN: CZ89 0300 0000 0001 0125 6398, SWIFT: CEKOCZPP

Data mailbox: "zipnqqk"

*(hereinafter referred to as the „Buyer“)*

*and*

**Micro-LAM, Inc.**

Registered office: Micro-LAM, Inc.

Company ID No.: 801997583

Tax ID No.: 82-0657903

Represented by: [REDACTED]

Bank details: Comercia Bank

Account number: 1853864633

SWIFT (BIC): MNBDUS33

*(hereinafter referred to as the „Seller“)*

*(hereinafter collectively referred to as the “Parties” or each of them individually as the “Party”)*

*concluded on the day, month and year indicated below  
in accordance with the provisions of Section 1903 of Act No. 89/2012 Coll., Civil Code  
this Settlement Agreement:*

- 1) This agreement is Amendment No. 2 to the Supply purchase contract concluded between the parties on August 30, 2024, which newly adjusts the payment terms under this contract.
- 2) The Parties concluded a Supply purchase contract on 30 August 2024, on the basis of which the Seller supplied the Device (Laser assistance for SPDT) to the Buyer for purchase price in the amount of EUR 180,000 excluding VAT (hereinafter referred to as the “Contract”).

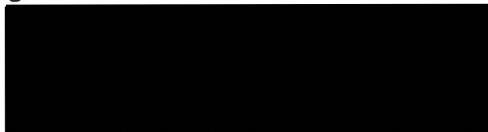
The purchase price was to be paid in three payments as follows:

- a) The amount of 30% of the Purchase price of EUR 54,000 after signing the Contract;
  - b) The amount of 60% of the Purchase price of EUR 108,000 after a successful Factory Acceptance Test;
  - c) The amount of 10% of the Purchase price of EUR 18,000 after the signature of the acceptance protocol with no reservations by representatives of both contracting parties;  
always based on an invoice issued by the Seller.
- 3) The Parties hereby declare that the Device under the Contract were delivered properly by the Seller and accepted by the Buyer without reservations and further confirm that the Seller received from the Buyer the first payment in the amount of EUR 54,000 in good order and also the third payment in the amount of EUR 18,000 in good order.
  - 4) The Parties further declare that when paying the second payment they became victims of a fraud by an unknown criminal person, when this person first fraudulently obtained the first true invoice information from the Seller. Subsequently, the criminal person prepared a forged invoice for the second payment using the fraudulently obtained information and then based on this fake invoice

received the second payment of EUR 108,000 from the Buyer. This crime is the subject of an investigation by the Czech Police.

- 5) The subject of this settlement agreement is the settlement of damages incurred by the above-mentioned fraudulent conduct, where the Buyer has not yet paid the Seller the second payment of EUR 108,000 according to the Contract.
- 6) The parties to this agreement have agreed that they will bear the damage caused by the criminal offence equally. In this way, from the remaining amount due of EUR 108,000, the Buyer will pay the Seller the amount of EUR 54,000. The Seller agrees that the second half the second payment will not be paid by the Buyer and the amount will be paid as damages by the Seller.
- 7) Payment of the amount of EUR 54,000 by the Buyer according to the previous paragraph will be paid based on the original second invoice issued by the Seller. The Buyer must send the payment from their bank account within five calendar days of signing this agreement. The Seller's payment place will be exclusively Account number: 1853864633, SWIFT (BIC): MNBDUS33 at Comercia Bank.
- 8) Seller declares that by paying the amount according to paragraph 7 of this agreement, the entire purchase price according to the Contract is paid in full and all obligations in relation to the purchase price and delivery of the goods are fulfilled and Seller is not entitled to a contractual penalty according to article VI. or to default interests according to article 5 paragraph 7 of the Contract.
- 9) The parties expressly declare that the Contract remains in force in all other respects, in particular article VII. regarding Warranty and servicing conditions.
- 10) If the Buyer fails to pay the amount of paragraph 7 of this agreement by the due date, the Seller is entitled to withdraw from this agreement by written notice. Withdrawal shall terminate this agreement from the beginning.
- 11) In the event that as a result of an investigation by the Czech Police, any amount is recovered from the Buyer, as a victim of criminal activity, the Buyer undertakes to pay half of the recovered amount (as compensation for damages paid) to the Seller within 20 days from the moment these funds are in his possession, up to the amount of EUR 54,000.
- 12) In accordance with Art. X. paragraph 2 of Contract any disputes arising from this agreement shall be settled by the court of jurisdiction based on the Buyer's registered office pursuant to the law. All disputes shall be governed by Czech law.
- 13) This Contract was made out in English and executed in one electronic counterpart.
- 14) This Contract comes into validity upon its signing by authorized representatives of both Parties. This Contract then becomes effective either on the date of its conclusion or on the date determined by the relevant law applicable to this Contract, since at the time of its conclusion it was deemed to become effective on the date of its entry in the contracts register.

In Prague on .....



Institute of Plasma Physics  
of the Czech Academy of Sciences, v. v. i.

In Portage on ..... Feb 24, 2025

