

AMENDMENT No. 9

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, Czech Republic

ID No.: 61389021

VAT No.: CZ61389021

Represented by: [REDACTED], 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: [REDACTED] – Chairman of the Board and General Manager

[REDACTED] – Deputy Chairman of the Board

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 the tender entitled "Power Supply System for COMPASS-U Tokamak - Round 2" (hereinafter also the "**Work**"). The procurement procedure was conducted within the framework of the

Operational Programme Research, Development and Education (hereinafter the "**Project**").

- 2.2. The procurement procedure, being an above-threshold open procedure, was accessible to any (qualified) supplier. However, due to the highly specialized nature of the subject matter and the limited competition in this specific market segment, only one supplier submitted a bid. Given the technical complexity and customization required for the Project, the procurement did not concern standard mass-produced supplies, but highly specialized deliveries tailored to the specific needs of the Project.
- 2.3. Due to various unforeseeable circumstances that subsequently arose and affected the performance of the Contract, several amendments to the Contract have been concluded (the most recent being Amendment No. 8 dated December 17th, 2024, which did not impact the deadlines). The last amendment modifying the deadline was Amendment No. 7 dated September 12th, 2024, which responded to the necessity of completing construction work and ensuring the availability of power supply at the installation site. Consequently, the new completion deadline was set for no later than April 30th, 2025.
- 2.4. In accordance with Article VI (4) of the Contract, the Client determined and duly notified the Contractor more than 2 months in advance of the earliest possible date for commencing the installation of the power supply system, namely October 30th, 2024.
- 2.5. However, from November 1st, 2024, to November 13th, 2024, construction activities took place at the Client's premises as part of the concurrently ongoing project "Construction Activities COMPASS-Upgrade - Phase 2". These works involved road surface modifications using Cement-Stabilized Construction method to reinforce the site infrastructure and mitigate adverse winter conditions, given the increased load from material deliveries and the transportation of technological components of the Work. OHLA ŽS, a.s., ID No.: 46342796, with its seat at Tuřanka 1554/115b, Slatina, 627 00 Brno, registered in Commercial Register kept with Regional Court in Brno under file no. B 695, submitted a written statement as evidence of this fact.
- 2.6. As a result, the Contractor was, from the outset, restricted by the Client's actions in terms of deliveries and the smooth installation of components of the Work. This limitation directly affected the Contractor's planned assembly capacity and that of its subcontractors, leading to delays relative to the original schedule. Given the highly structured sequence of assembly, installation, and commissioning of the Work, adherence to a predetermined workflow dictated by technological dependencies is essential.
- 2.7. To address the arising delays, it is necessary to consider the impact of the strict sequencing of tasks and the limited availability of assembly capacity and specialized personnel at critical moments, which resulted from the shift in the original timeline. As a consequence, the Contractor and its subcontractors were forced to reschedule and reallocate resources that had already been planned and contractually committed to the initial completion deadline of April 30th, 2025. In order to demonstrate the capacity constraints and the measures taken to ensure the continuity of the work, a written justification thereof was provided by the Contractor in its request for postponement of the installation dates.

- 2.8. Considering the reasons outlined above, the 6-month period according to Article VI (4) of the Contract has been suspended as the premises were not ready for commencement of the final assembly work on October 30th, 2024, as originally planned and notified. Having rescheduled the assembly capacity and reservation of specialized personnel, which required 2 months given the complexity of the Work, the new completion deadline shall be postponed by 2 + 6 months, i.e., to June 30th, 2025.
- 2.9. Following negotiations between the Client and the Contractor, it has been agreed that although this adjustment affects the Contractor's planning and results in additional costs (extra work), these additional costs (extra work) will have no impact on the Price and shall be borne entirely by the Contractor.
- 2.10. In view of the facts described in Articles 2.3–2.9 hereof, all criteria pursuant to Section 222 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 there is no increase in the price agreed by the Parties in the original covenant. Considering 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 favor of the selected supplier (as the additional costs, i.e. extra work, shall be born in full by the Contractor); and
 - (iii.) the change does not lead to a significant extension of the scope of the Contract.
- 2.11. 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.
- 2.12. 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 (1) (m) (n) of the Contract, as specified in Article VI (4) of the Contract, shall be extended by 6 + 2 months from the date on which the premises should be made available for the final assembly of the Works in accordance with the notification made by the Client (October 30th, 2024), i.e., to June 30th, 2025. The Parties acknowledge that the Client has notified the Contractor of the date on which the final assembly work [Article V (1) (m) of the Contract] may commence at least 2

months in advance, but that the premises have not in fact been made available as of the notified date. The start of the 6-month period shall therefore be postponed by at least 2 months, so that the Contractor retains both the 2-month period for (re-)planning his capacities and the 6-month period for completion of the Work. In any case, the Parties have agreed that the Contractor shall carry out the final assembly, commissioning and acceptance tests no later than the aforementioned deadline of June 30th, 2025.

- 3.2. Similarly, the deadline for training the Client's employees under Article IV (8) of the Contract shall be extended by 6 + 2 months from the date on which the premises should have been made available for final assembly (but were not actually available on the date notified by the Client), i.e., to June 30th, 2025. This extension shall also apply to the fulfillment of all other requirements specified in Article VI (5) of the Contract.

- 3.3. 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 commence at least 2 months in advance. If, as of the notified assembly date, the premises are not yet available for providing final assembly work, the commencement of the period for completion of the Work according to the following sentence shall be postponed accordingly by to 2 months. 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 first sentence of this Article VI. paragraph 4 with observance of the deadline for the Partial Performances defined under Article V. paragraph 1 letters m) and n) hereof. In any case, the Contractor shall complete and finally hand over the Work to the Client no later than by June 30th, 2025."

- 3.4. 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 fulfill all the requirements designated by this Contract within the same 6-month period as set out in Article VI paragraph 4 hereof, but no later than by June 30th, 2025."

- 3.5. Postponement of deadlines for performance according to the above Articles 3.1-3.4 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. 7 according to the following rules:

- 3.5.1. 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 June 30th, 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. The Parties hereby agree that the Contractor will not demand any compensation for additional costs from the Client arising from the aforementioned postponement of deadline and/or extension of the warranty period.

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 originally made in the English language and may be executed in multiple identical counterparts, including either one (1) electronic, or two (2) hard copies, with Client and Contractor each receiving at least one (1) of those 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.

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

In Prague on _____ 2025

In Prague on _____ 2025

On behalf of: the Client

On behalf of: the Contractor

Name:

Function: Director

Name:

Function: Chairman of the Board and General Manager

Name:

Function: Deputy Chairman of the Board