

Confirmation Agreement

(hereinafter the "Agreement")

to the Contract for work concluded on 19.02.2020, as amended (hereinafter the "Contract")
between the following

1. PARTIES TO THE AGREEMENT

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: Ing. Tomáš Chráska, 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").

2. PREAMBLE

2.1. The Parties hereby declare that as of February 19th, 2020, the Client concluded the 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, for tender entitled "Power Supply System for COMPASS-U Tokamak - Round 2". On December 17th, 2024, the

Parties concluded Amendment No. 8 to the Contract (hereinafter the “**Amendment No. 8**”) in which they agreed on delivery and takeover of necessary additional performance consisting of the supporting steel structure to the busbar bridge (hereinafter the “**Supporting structure**”).

- 2.2. In Article 3.2 of Amendment No. 8 the Parties agreed that the Contractor shall complete and hand over the Supporting structure to the Client within 8 weeks of the publication of Amendment No. 8 in the Register of Contracts.
- 2.3. In Article 3.4 of Amendment No. 8 the Parties agreed that the Client shall take over and accept timely delivered and installed Supporting structure by signing of the Supporting structure Acceptance Protocol and pay the Supporting structure price.
- 2.4. In Article 3.6 of Amendment No. 8 the Parties agreed that the Supporting structure price shall be fully paid within 30 days of the day of signing of the Supporting structure Acceptance Protocol.
- 2.5. The Parties hereby declare that on December 18th, 2024, they signed the Supporting structure Acceptance Protocol. Consequently, the date of taxable supply of the expense is December 18th, 2024, which is also when the Contractor issued invoice no. 100240270 for the Supporting structure price.
- 2.6. Section 6 (1) of Act No. 340/2015 Coll., on the Register of Contracts (hereinafter the “**ACR**”), states that: *“A contract which is subject to the obligation of publication in the Register of Contracts shall take effect at the earliest on the date of publication.”* The cited rule applies to amendments to the contract as well. The Contract and the Amendment No. 8 falls under the scope of Section 6 (1) of ACR. Amendment No. 8 was published in the Register of Contracts on December 19th, 2024.

3. SUBJECT MATTER OF THE AGREEMENT

- 3.1. In view of the facts set out in Article 2 of this Agreement, the provision of the additional performance (delivery of the Supporting structure) preceded the entry into force of Amendment No. 8. As a result, the existence and stability of the Parties' rights and obligations under Amendment No. 8 is at risk.
- 3.2. This Agreement is concluded to assure full accordance of Amendment No. 8 with the laws of the Czech Republic applicable to the Parties. It also serves to eliminate risks that could jeopardize stability or the existence of the rights and obligations to which the Parties have agreed in Amendment No. 8.
- 3.3. The Parties acknowledge that the additional performance under Amendment No. 8—specifically, the complete delivery and installation of the Supporting structure and the payment of its price—is deemed by both Parties to be uncontentious, undisputed, and fully in accordance with Amendment No. 8. But at the same time, considering the facts mentioned in Article 2 of this Agreement, the Parties recognize that certain objective circumstances may cast doubt on its validity.

3.4. Therefore, the Parties hereby agree that:

- (i) as of December 18th, 2024, the Client took ownership of the Supporting structure and the Contractor took ownership of the amount corresponding to the price paid for Supporting structure, both in good faith that their rights and obligations arising from Amendment No. 8 have been in force since the date of its conclusion,
- (ii) in connection with this performance, they will not raise claims against each other for unjust enrichment, which is hereby completely settled, as the cause for the exchange of valuable consideration, which was initially missing, has, in their view, been present from the conclusion of Amendment No. 8 and was merely formalized one day later,
- (iii) the rights and obligations of the Parties and any guarantees or liability for defects are governed by the Contract and Amendment No. 8, as if Amendment No. 8 had been published in the Register of Contracts on the date of its conclusion.
- (iv) provisions of Amendment No. 8 are and remain valid and effective and shall continue to apply in accordance with legislation, as if Amendment No. 8 had been published in the Register of Contracts on the date of its conclusion.

4. CONCLUDING PROVISIONS

- 4.1. This Agreement becomes valid on the day of its signature by the Parties and effective upon its publication in the Register of Contracts.
- 4.2. The Parties declare that Amendment No. 8 forms an integral part of this Agreement as its annex.
- 4.3. The Agreement shall be changed only by written amendment signed by both Parties.
- 4.4. This Agreement is made in the English language and has been executed in either one (1) electronic copy, or two (2) hard copies, with each Party receiving one (1) of those copies.
- 4.5. In witness of the agreement with this entire Agreement, the Parties attach their signatures.

SIGNATURES OF THE PARTIES ARE ATTACHED ON A SEPARATE SIGNATURE PAGE THAT FOLLOWS

SIGNATURE PAGE

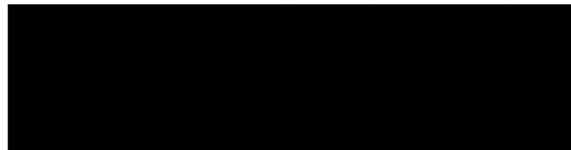
to the Confirmation Agreement to the Contract for work concluded on 19. 02. 2020, as amended, between the Client (Ústav fyziky plazmatu AV ČR, v. v. i., with its seat at: U Slovanky 2525/1a, 182 00 Praha 8, ID No.: 61389021) and the Contractor (ELEKTROTECHNIKA, a.s., with its seat at Kolbenova 936/5e, 190 00 Praha 9, Czech Republic, ID No.: 25727206):

On behalf of: the Client

On behalf of: the Contractor

In Prague on _____ 2025

In Prague on _____ 2025



Name: 

Name: 

Function: Director

Function: Chairman of the Board and General Manager



Name: 

Function: Deputy Chairman of the Board

AMENDMENT No. 8

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: [REDACTED] 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 tender entitled "Power Supply System for COMPASS-U Tokamak - Round 2" (hereinafter also

the “**Work**”).

- 2.2. Given the nature of the procurement procedure, it was open to any (qualified) contractor. Yet, only one contractor (the Contractor) has participated (i.e. submitted a bid), because the contractor market and therefore the competitive environment (competition) in this area was (and is) very limited, with few contractors being able to fulfil such a specific contract. Given the subject of the procurement and the specificity of the Work, there were not ordinary mass production deliveries, but deliveries highly specialized in terms of technical specifications and tailored to the needs of the Work.
- 2.3. The subject matter of this amendment is additional performance necessary for the safe functionality of the Work. The subject matter of this amendment is delivery and installation of the supporting steel structure of the busbar bridge (hereinafter the "**Supporting structure**") in order to optimize the transfer of the force load from the busbar bridge to the building structure. The original solution, which assumed the attachment of a busbar bridge to the building columns, proved inappropriate.
- 2.4. In view of the fact that the need for a new solution of the supporting constructional structure appeared at an advanced stage of the realization of the Work, when the supplied equipment has already been manufactured and the assembly and commissioning of the entire Work is being prepared, and given the constructional difficulty resulting from the need to know the waveforms and maximum load scenarios as well as the overall design of the busbar bridge (transmitting 950 V / up to 100 kA at nominal operation), it is necessary for the safety of the entire installation that the design and the manufacture of the Supporting structure be provided by the Contractor.
- 2.5. Therefore, the Supporting structure is an additional performance linked to and extending the original scope of the Work under the Contract, which enables constructional stability of the busbar bridge and which could not have been defined as part of the Work according to the original scope of the Contract.
- 2.6. Due to the aforementioned additional performance to the Work, there will be an increase in Price of the Work as it was established in the Contract. According to the agreement of the Parties, the additional performance will not affect (extend) the overall warranty and the responsibility for the safety of the entire Work guaranteed by the Contractor. The deadline for the additional performance (design, delivery and installation of the Supporting structure) was agreed by the Parties and the Contractor agreed that the timely performance of the additional performance will be secured by a contractual penalty.
- 2.7. Taking into account the amount and nature of the changes implemented hereby, this amendment does not constitute a substantial modification of the obligation arising from the Contract as a public contract within the meaning of Section 222 (3) PPA. The overall nature of the public contract is not hereby changed, since the Supporting structure directly relates to and complements the Work. The total of the value of the changes made under Section 222 (4) PPA exceeds neither the financial limit for the above-the-limit public contract nor 10 % of the original value of the obligation under the Contract. Therefore, this amendment is concluded in a non-substantial change regime according to Section 222 PPA.

- 2.8. 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.
- 2.9. 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. Beyond the original scope of Work agreed in Contract, the Contractor hereby undertakes to design, manufacture and deliver the Supporting structure to the Client and to install it at the Place of Delivery in accordance with terms and conditions defined herein, including the below agreed deadline.
- 3.2. By way of derogation from Article VI of the Contract, the Parties hereby agree that the Supporting structure structural design, manufacturing, delivery and installation shall all be completed and handed over to the Client within 8 weeks of the publication of this amendment in the Register of Contracts.
- 3.3. In the event that the Contractor fails to design, manufacture, deliver and install the Supporting structure by the deadline specified in paragraph 3.2. of this amendment, the Contractor shall be obliged to pay to the Client a fixed lump sum contractual penalty of CZK 20 000. Payment of this fixed lump sum contractual penalty shall not affect the Client's right to compensation for damages or other claims arising from the Contract.
- 3.4. The Client undertakes to take over and accept duly and timely delivered and installed Supporting structure by signing of the Supporting structure Acceptance Protocol and to pay the Supporting structure price defined in paragraph 3.5 of this amendment to the Contractor. For the sake of clarity, the Client is hereunder obliged to accept and take over only the efficient Supporting structure that is fully in compliance with all requirements specified in the structural design prepared by the Contractor and previously accepted in written by the Client.
- 3.5. By way of derogation from Article VIII of the Contract, the Parties hereby agree on the Price increase by the price for the Supporting structure concluded in the amount of **CZK 351.071,- excluding VAT** (in words: three hundred fifty-one thousand seventy-one Czech korunas excluding VAT, hereinafter the "**Supporting structure price**"). The Supporting structure price includes all related cost of the Contractor including those for necessary R&D work, design, manufacturing, delivery, installation, alignment and testing of the Supporting structure.
- 3.6. By way of derogating from Article VIII (5) of the Contract, the Parties hereby agree that the Supporting structure price shall be paid as follows: 100 % of the Supporting structure price shall be paid within 30 days of the day of signing of the Supporting structure Acceptance Protocol.
- 3.7. The Contractor provides warranty (quality guarantee) for the Supporting structure to the

extent, under conditions and length similar to the warranty for Basic Configuration under the Contract in the form of its amendments.

- 3.8. The performance, handover, takeover and acceptance of the Supporting structure delivery and installation, invoicing and payment terms for completed Supporting structure delivery and installation, as well as Contractor's liability for defects in the Supporting structure delivery and installation, and Client's right to claim such defects shall follow similarly the terms stipulated in the Contract for the delivery and installation of the Work, unless herein expressly stipulated otherwise.

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. As regards the terms and conditions stipulated for the Supporting structure, the provisions hereof including annexes hereto shall take precedence over the provisions of the Contract including annexes hereto in the event of any conflict between the provisions of this amendment and the provisions of the Contract.
- 4.4. 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.
- 4.5. 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.

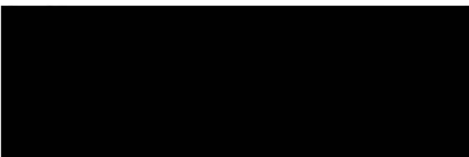
In witness of the agreement with this entire amendment, the Parties attach their signatures:

On behalf of: the Client

On behalf of: the Contractor

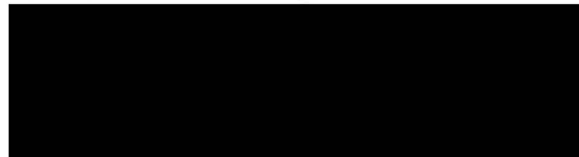
In Prague on _____ 2024

In Prague on _____ 2024



Name: _____

Function: Director



Name: _____

Function: Chairman of the Board and General Manager



Name: 

Function: Deputy Chairman of the Board