

## AMENDMENT No. 10

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], 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 19<sup>th</sup>, 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 last amendment modifying the deadline was Amendment No. 9 dated April 30<sup>th</sup>, 2025, 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 June 30<sup>th</sup>, 2025.
- 2.4. Following the delivery of a Work component, specifically the Flywheel Generator GG3 (hereinafter the “GG3”) a risk was identified that the GG3 may show a greater risk of failure than expected and desirable in order to fully meet the requirements needed to ensure the long-term operation of the Tokamak and the GG3 itself, although it meets the requirements of the Technical Specification of the Work. This risk emerged based on test results from a generator supplied under a different contract, but of the same specification as the GG3. It should be noted that both GG3 and the generator tested under the other contract are highly specialized technical solutions requiring development. Therefore, it was not possible to foresee all possible risks initially, even with due professional care. During the testing of the other generator, a technical deficiency was observed – specifically, unintended movement of the winding and unintended movement of the leads to the winding. The movement of the leads to the winding resulted to a short-circuit between the leads to the winding and the chassis of the rotor during Factory Acceptance Tests (FAT) of the other generator. Although this issue has not yet occurred in GG3, the identical construction and manufacturing method suggests that the same risk cannot be fully ruled out. In the case of the GG3, a slight movement of the winding was observed. However, this movement remained within the limits permitted by the applicable standards. Consequently, the GG3 successfully passed FAT and currently shows no signs of reduced functionality. Nonetheless, the issue detected in the comparable component indicates a potential future risk for the GG3 as regards its long-term safety and operational lifetime.
- 2.5. In view of this unforeseen risk, and in order to mitigate it by increasing safety and extending the operational lifetime of the GG3, it became necessary to introduce a new request for the implementation of a preventive measure (not originally included in the Technical Specification of the Work). This measure namely consists of (i) rewinding the coils of GG3, (ii) insertion of insulating pads to support the front-facing part of the winding, (iii) application of additional lashing to the conductors on the final two layers of winding and (iv) reinforcement of the front-facing part of the winding by insertion of absorptive Nomex insulation sheets. This preventive measure aims to enhance the safety and operational lifetime of the GG3, ensuring that it can be operated reliably over the course of several decades (30 years prospectively). It is advisable to make the GG3 as safe as possible, with a longer lifetime and a lower risk of failure during operation, both under warranty and after the warranty period. Hence the need for additional work consisting of such preventive measure.

- 2.6. The decision to carry out the preventive measure at this stage is supported by the following considerations:
- 2.6.1. Given the safety requirements and the need for uninterrupted research operations, it is desirable for the preventive measure to be carried out before the completion of the final Site Acceptance Tests (SAT) of the Power Supply System. After final SAT, the artificial load (i.e. the former COMPASS tokamak main coil) will be removed, and the area will be designated for the permanent installation of new equipment, making further testing after the technical interventions to GG3 no longer feasible.
- 2.6.2. From an operational point of view, the timing of the preventive measure is currently ideal. The implementation of the preventive measure requires the de-installation of GG3 and its transport to the manufacturer's facilities and subsequent transport back to the Client's premises. GG3 is still located in a premises (site) covered only by a temporary, uninsulated roof, which is placed atop of the structure of the hall where the generator GG3 is located. Handling the GG3 in an incomplete site is logistically easier and financially less demanding. Once the installation of the site and associated construction works are completed, including installation of the permanent roof of the hall where the generator GG3 is located, any similar intervention would mean significantly higher technical and financial costs.
- 2.6.3. If the predicted risk were to come to reality in the future, there would be a risk of several months of shutdown of the Work and thus of the Tokamak itself, which could significantly disrupt plans of the Project.
- 2.7. Furthermore, it is reasonable and technically justified to carry out the preventive measure prior to the SAT of GG3. The preventive measure consists of modifications of structural elements of GG3 as described in Article 2.5 hereof, which may affect the results of any preceding tests. Conducting testing prior to the implementation of the preventive measure could thus not only be inefficient but could also lead to misinterpretation of the test results due to the anticipated alterations to the GG3. Therefore, it is appropriate to postpone testing until the preventive measure has been completed. Moreover, given the nature of GG3's integration into the Work, it is advisable the proper testing of GG3 be conducted in conjunction with the testing of the Work as a whole, to ensure full operational compatibility.
- 2.8. In light of the circumstances described in Articles 2.4–2.7 hereof, the Parties agree that the implementation of the preventive measure requires an adjustment of the completion deadline. Accordingly, the completion deadline currently set for June 30<sup>th</sup>, 2025, shall be postponed to December 15<sup>th</sup>, 2025. A new Specification and schedule of extra work as a preventive measure is attached as Annex No. 1 to this amendment, showing the details of the extra work to be carried out a reasonable extension of the completion deadline.
- 2.9. The Contractor agrees to commit itself to perform the preventive measure without claiming any financial compensation, acting on its own initiative to prevent possible future complications and related costs that might arise at a later stage. This approach also serves to protect the Contractor's professional reputation in the field of highly specialized technology delivery.

- 2.10. In view of the facts described in Articles 2.4–2.9 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 initially 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, therefore the change is made in compliance with Section 222 (4) PPA.
- 2.11. 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 rather objective (it is preventive measure necessary for reinforcing the long-term operational reliability of the GG3, minimizing technical risks, and ensuring safety in the facilities of the Client) and could affect any supplier equally, also the extension of the of contract duration is a result of stricter technical specification (i.e. further requirements on preventive measure as described in Article 2.5 hereof), which means stricter conditions for potential suppliers and therefore opposite of loosening of the original competition conditions;
  - (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 the extension of the delivery period is necessary and proportionate to the scope of the extra work); and
  - (iii.) the change does not lead to a significant extension of the scope of the Contract (as it introduces only extra work that is unforeseen and necessary).
- 2.12. 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.
- 2.13. 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 Parties hereby agree that the Contractor shall carry out an extra work connected with the GG3 for the Client according to the Specification and schedule of extra work as a preventive measure, which forms Annex No. 1 to this amendment. This requirement is expressly agreed beyond the original scope of the Work and as a higher standard than the original Technical Specification of the Work.
- 3.2. In connection with the implementation of the preventive measure, the Contractor shall take over GG3 for the purpose of its modification, assume responsibility for the modification of GG3 and bear the risk of damage to GG3 from the moment of its takeover for de-installation

until its re-handover to the Client. The re-handover shall take place upon the delivery of the modified GG3, i.e., after the preventive measure has been carried out and tested, back to the place of delivery as defined in the Contract.

- 3.3. With respect to the above extra work and time necessary for its implementation before completion of the Work, 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 to December 15<sup>th</sup>, 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 due to the unbearable risk as described in Article 2 hereof the period according to Article VI (4) of the Contract must be prolonged, so that the Contractor shall carry out the final assembly, commissioning and acceptance tests no later than the aforementioned deadline of December 15<sup>th</sup>, 2025.
- 3.4. Similarly, the deadline for training the Client's employees under Article IV (8) of the Contract shall be extended to December 15<sup>th</sup>, 2025. This extension shall also apply to the fulfillment of all other requirements specified in Article VI (5) of the Contract.
- 3.5. 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 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 December 15<sup>th</sup>, 2025."*
- 3.6. 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 period as set out in Article VI paragraph 4 hereof, i.e. no later than by December 15<sup>th</sup>, 2025."*
- 3.7. Postponement of deadlines for performance according to the above Articles 3.1-3.6 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. 9 according to the following rules:
- 3.7.1. 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 December 15<sup>th</sup>, 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.

- 3.8. 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, extension of the warranty period and providing of extra works in relation with realization of preventive measure.

#### **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. The Annexes listed below form an integral part of this amendment:  
Annex No. 1 – Specification and schedule of extra work as a preventive measure (i.e., GG3 GENERATOR ROTOR REWINDING + Time schedule)
- 4.4. 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.
- 4.5. 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:

In Prague on [REDACTED] 2025

On behalf of: the Client

[REDACTED]

Name: [REDACTED]

Function: Director

In Prague on [REDACTED] 2025

On behalf of: the Contractor

[REDACTED]

Name: [REDACTED]

Function: Chairman of the Board and General Manager

[REDACTED]

Name: [REDACTED]

Function: Deputy Chairman of the Board