

STEER DAVIES & GLEAVE LTD
SUB-CONSULTANCY AGREEMENT -Terms and Conditions

PARTIES

(1) Steer Davies & Gleave Ltd (trading as Steer) incorporated and registered in England and Wales with company number 1883830 whose registered office is at 14-21 Rushworth Street, London SE1 ORB ("**Main Consultant**").

(2) **Centrum dopravního výzkumu, v. v. i.** incorporated and registered in Czech Republic with company number 44994575 whose registered office is at Líšeňská 33a, 636 00 Brno ("**Sub-Consultant**").

BACKGROUND

(A) The Main Consultant has entered into an agreement with Corvinus International Investment (the "**Client**") on [DATE OF MAIN CONTRACT] to provide certain services (the "**Main Contract Services**") to the Client in relation to the provision of Traffic, Commercial, and Technical Advisory Services in relation to the planned Budapest Airport Rail Link Hungary (Project Kando).

(B) The Sub-Consultant has agreed to provide services ((the "**Services**", defined in Offer Letter and that form part of the Main Contract Services) to the Main Consultant under the terms and conditions of this Agreement.

AGREED TERMS

1. Definitions

1.1. In construing this Agreement, the following expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- a) "**Agreement**" shall mean this Sub-Consultant Agreement, including the overarching Offer Letter 2, and its annexes, and any variations thereof made in accordance with Clause 21 hereof;
- b) "**Confidential Information**" means all information and/or all material (whether or not recorded in documentary form, or stored on any magnetic or optical disc or memory) provided by the Main Consultant to the Sub-Consultant, whether or not relating related to the Main Consultant's or Client's business, products, affairs and finances, prices, and trade secrets, including without limitation, technical data and know-how relating to the Main Consultant or Client's business, or other information or material which by its nature should reasonably be regarded as confidential information, or information of material which is marked as "confidential". For the avoidance of doubt, all information and/or all material shared by Steer with the Sub-Consultant are subject to the Non-Disclosure Agreement attached to the overarching Offer Letter;
- c) "**Main Consultant Property**" all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Main Consultant or its customers and business contacts (including the Client), and any equipment, keys, hardware or software provided for the Sub-

Consultant's use by the Main Consultant during the term of this Agreement, and any data or documents (including copies) produced, maintained or stored by the Sub-Consultant on the computer systems or other electronic equipment of the Main Consultant or the Sub-Consultant during the term of this Agreement;

- d) "**Fees**" means the fees payable by the Main Consultant to the Sub-Consultant as set out in the Offer Letter and payable in accordance with Clause 5 in consideration for the Services as set out in the Offer Letter;
 - e) "**Intellectual Property Rights**" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade and business names, domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, topography rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
 - f) "**Main Contract**" shall mean the agreement referenced at Background (A) of this Agreement, entered into between the Main Consultant and the Client for the performance of the Main Contract Services,
 - g) "**Non-Disclosure Agreement**" (or "**NDA**") shall mean the agreement included in Schedule 3 to this Agreement;
 - h) "**Offer Letter**" means the overarching letter of engagement, to which this Terms and Conditions are attached to, between the Main Consultant and the Sub-Consultant provided in writing and detailing the description or specification of the Services and the Fees;
 - i) "**Personal Data**" has the meaning given to that term in the UK Data Protection Act 2018;
 - j) "**Representatives**" mean employees, agents, sub-contractors, advisers and other representatives of the relevant party;
 - k) "**Security Breach**" means (i) any actual or suspected unauthorised access to or disclosure of Client or Main Consultant Confidential Information or Personal Data processed pursuant to this Agreement and any compromise of the security, confidentiality or integrity of such data; (ii) receipt of a complaint in relation to the privacy and data security practices of the Sub-Consultant; or (iii) a breach or alleged breach of this Agreement relating to such privacy and data security practices;
 - l) "**Services**" shall mean the services (which form part of the Main Contract Services) to be provided by the Sub-Consultant hereunder as set out in the service description in the Offer Letter.
- 1.2. Headings in this Agreement are for convenience only and shall not affect the construction or interpretation of the terms. Words importing the singular include the plural and vice versa where the context requires.

- 1.3. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. Term of Engagement

- 2.1. The Main Consultant shall engage the Sub-Consultant and the Sub-Consultant shall provide the Services on the terms of this Agreement in consideration for the Fee.
- 2.2. This Agreement shall come into effect on the date of this Agreement or upon the Sub-Consultant's commencement of the Sub-Consultancy Services with the written agreement of the Consultant, whichever is the sooner (being, the "Effective Date").
- 2.3. This Agreement shall continue until the Services are completed unless terminated in accordance with the terms of this Agreement.
- 2.4. The Sub-Consultant hereby guarantees exclusive engagement to the Main Consultant in connection with the provision of the Services. The Sub-Consultant warrants that neither entering into this agreement nor performing any of its obligations under it shall place it in a conflict of interest with the Main Consultant or the Client, or breach of any express or implied term of any agreement, contract or undertaking or of any other obligation binding upon it which seeks in any way to restrict or prohibit it from undertaking or performing any of its obligations in accordance with the terms and conditions of this Agreement.
- 2.5. In the event of any conflict between Offer Letter and these Terms and Conditions, the Offer Letter prevail.

3. Performance

- 3.1. The Sub-Consultant shall:
- 3.1.1. (as between the Sub-Consultant and Main Consultant) assume and perform all the obligations, warranties and liabilities of the Main Consultant under the Main Contract in relation to the Services including but not limited to all obligations, warranties, and liabilities that the Main Consultant is required under the Main Contract to place on its sub-contractors;
 - 3.1.2. assume such obligations to and grant such rights to the Client and third parties as the Main Contract requires;
 - 3.1.3. perform, carry out and complete the Services so that no act or omission of the Sub-Consultant in relation thereto shall constitute, cause, or contribute to any breach by the Main Consultant of any of its obligations under the Main Contract; and
 - 3.1.4. provide the Services (a) in compliance with all applicable laws, and (b) in with all due care, skill and ability and in accordance with good industry practice, unless a higher standard of care is specified in the Main Contract (in which case the Main Contract standard of care shall apply).
- 3.2. The Sub-Consultant shall comply with all reasonable instructions of the Main Consultant in relation to this Agreement.

- 3.3. The Main Consultant shall have the same rights under this Agreement as the Client has in the Main Contract.
- 3.4. The Sub-Consultant shall proceed with the performance of the Services regularly and diligently, in accordance with any programme agreed between the Main Consultant and Client and complete the Services by the time for completion as set out in the Offer Letter.
- 3.5. The Sub-Consultant shall be liable for and shall re-perform the Services until such time as the Services meet the requirements of the Main Consultant and of this Agreement.
- 3.6. The Sub-Consultant shall use all reasonable endeavours to ensure that it is available at all times on reasonable notice to provide and shall provide such assistance or information as the Main Consultant may require.
- 3.7. Unless it is specifically authorised to do so by the Main Consultant in writing in advance, the Sub-Consultant shall not:
 - 3.7.1. have any authority to incur any expenditure in the name of or for the account of the Main Consultant or Client; or
 - 3.7.2. have any authority or to hold itself out as having authority to bind the Main Consultant or Client.
- 3.8. The Sub-Consultant shall, and shall procure that its Representatives shall, comply with all reasonable standards of safety and comply with health and safety procedures from time to time in force at the premises where the Services are provided and report to the Main Consultant any unsafe working conditions or practices.

4. Ownership of Intellectual Property Rights

- 4.1. Save as otherwise required by the Main Contract, the Sub-Consultant acknowledges and agrees that all Intellectual Property Rights and all other rights in the Services and any deliverables provided in relation to the Services shall vest in and shall be and remain the sole and exclusive property of the Main Consultant.
- 4.2. If and to the extent that any of Intellectual Property Rights and other rights in the Services and any deliverables provided in relation to the Services include or have been created, produced or developed using any Intellectual Property Rights belonging to a third party, Sub-Consultant shall procure that the Main Consultant and Client shall be licensed to use such rights.
- 4.3. The Sub-Consultant shall defend, indemnify and hold harmless the Main Consultant and Client against claims that works embodying the Intellectual Property Rights in the Services, and any deliverable provided in relation to the Services, infringe any third party rights.
- 4.4. The Sub-Consultant shall be allowed to retain copies of underlying analyses or data for internal research and record-keeping purposes, without any further use or disclosure, and provided always that such copies are held in accordance with the confidentiality provisions herein.

5. Payment

- 5.1. At agreed periods (as set out in the Offer Letter) during the term of this Agreement, the Sub-Consultant shall submit to the Main Consultant an invoice which gives details of the hours or days which the Sub-Consultant has worked, the Services provided and the amount of the fee

payable (plus VAT, if applicable) for the Services during that period, unless otherwise agreed in writing with the Main Consultant.

- 5.2. Subject to Clause 5.3, in consideration for the performance by the Sub-Consultant of the Services in accordance with this Agreement, the Sub-Consultant shall (subject to the Services being performed to the satisfaction of the Main Consultant and following receipt by the Main Consultant of invoices setting out the hours or days the Sub-Consultant has worked and the amount of Fees payable) be remunerated with the Fees in accordance with 2Offer Letter.
- 5.3. To the extent that this Agreement does not constitute a 'construction contract' pursuant to s104 of the Housing Grants, Construction and Regeneration Act 1996, notwithstanding any other provision of this Agreement, payments shall not be made by the Main Consultant to the Sub-Consultant (including payments otherwise due on termination) unless and until and to no more than to the extent that the Main Consultant receives the applicable payments from the Client pursuant to the Main Contract.
- 5.4. The Main Consultant shall be entitled to deduct from the Fees (and any other sums) due to the Sub-Consultant any sums that the Sub-Consultant may owe to the Main Consultant at any time.
- 5.5. Payment in full or in part of the Fees under this Clause 5 shall be without prejudice to any claims or rights of the Main Consultant against the Sub-Consultant in respect of the provision of the Services.
- 5.6. The Sub-Consultant acknowledges and agrees that, apart from the Fees, the Sub-Consultant is not entitled to any other fees, payments, sick pay or any salary, wages, allowances, annual leave or payment in respect of annual leave, long service leave or payment in respect of long service leave, notice of termination or payment in lieu of notice of termination, severance pay, commissions, bonuses, reimbursement of expenses, superannuation and any entitlement which may be owed or payable under any award, agreement or other industrial instrument, statute or employment contract to which an employee may be entitled in respect of their employment or the termination of that employment from the Main Consultant.

6. Expenses

- 6.1. If specified in the Offer Letter, and if permitted by the Main Contract, the Main Consultant shall reimburse all reasonable expenses properly and necessarily incurred by the Sub-Consultant in the course of carrying out the Services, subject to production of receipts or other appropriate evidence of payment. Any expenses in excess of the amount set out in the Offer Letter must be approved in writing by the Main Consultant in advance of being incurred by the Sub-Consultant. Expenses should be submitted with the Sub-Consultant's invoice.

7. Confidentiality

- 7.1. The Sub-Consultant will treat any Information supplied by or on behalf of the Client, the Main Consultant or its Representatives, as confidential. The Sub-Consultant, in accordance with the NDA (Schedule 3), will not disclose and shall procure that there is no disclosure of any Confidential Information to any third party unless:
 - 7.1.1. the information is in the public domain other than as a result of a breach of this Agreement by the Sub-Consultant or its Representatives;

- 7.1.2. any such information was properly in the hands of the Sub-Consultant prior to the time it was supplied by, or on behalf of, the Client, the Main Consultant or its Representatives;
 - 7.1.3. the Main Consultant agrees in writing to the disclosure of the information; or
 - 7.1.4. disclosure is required by operation of law or regulatory authority and the Sub-Consultant informs the Main Consultant of such requirement before making the disclosure.
- 7.2. If the Sub-Consultant is requested to disclose information that has been supplied by the Main Consultant or Client (whether Confidential Information or otherwise), under the Freedom of Information Act 2000 (or similar legislation) (the "FOIA") the Sub-Consultant shall consult the Main Consultant before making a decision on whether to disclose any such information. In addition, the Sub-Consultant shall use its best endeavours to prevent the disclosure of any Confidential Information. Only in so far as the costs of any such applications under the FOIA are not met by the Client, the costs relating to applications under the FOIA shall be paid by the Sub-Consultant.

8. IT Security and Data Protection

- 8.1. The Sub-Consultant shall comply with the UK Data Protection Act 2018 and/or EU GDPR (as applicable) in relation to any use, access, processing, transfer, sharing or storage of Personal Data.
- 8.2. The Sub-Consultant shall implement administrative, physical, and technical safeguards to protect the Client and Main Consultant Confidential Information and Personal Data from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage.
- 8.3. Where a Security Breach occurs, the Sub-Consultant shall immediately notify the Main Consultant. The Sub-Consultant undertakes at its own expense:
- 8.3.1. to use best efforts to promptly contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards
 - 8.3.2. to provide all reasonable assistance to the Main Consultant to minimize the effects of the Security Breach by investigating and remediating the causes of the Security Breach, providing all relevant information to the Main Consultant and taking any action in respect of communications and notifications to any regulatory body or individual, as directed by the Main Consultant.
- 8.4. For the avoidance of doubt, in the event that the Main Contract includes provisions in respect of IT security and/or data protection that are more stringent or provide higher levels of protection than the terms of this Clause 8, the provisions of the Main Contract shall take precedence over this clause.

9. Liability

- 9.1. The Sub-Consultant shall be liable for and shall indemnify the Main Consultant and Client against any and all claims, actions, liabilities, losses, damages and expenses (including legal expenses) which arise out of or in connection with, directly or indirectly, the Sub-Consultant's performance under this Agreement, including without limitation any losses or expenses arising out of any third-party demand, claim or action.
- 9.2. The Main Consultant shall have no liability whatsoever to the Sub-Consultant for any costs incurred or expended by the Sub-Consultant during any period prior to the Effective Date of this Agreement.

10. Termination

- 10.1. The Main Consultant may terminate or suspend this Agreement, in whole or in part, for any reason upon giving 7 days' notice in writing.
- 10.2. The Main Consultant may immediately terminate or suspend this Agreement:
- 10.2.1. in the event the Main Contract is terminated or suspended for any reason;
 - 10.2.2. if the Sub-Consultant:
 - i) enters into liquidation, receivership, administration, voluntary arrangements with creditors (or suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986); or
 - ii) commits a material breach of this Agreement which is not capable of remedy or if the Sub-Consultant commits a material or persistent breach of this Agreement and fails to remedy the breach within a period of 7 days after being notified in writing to do so;
 - iii) the Sub-Consultant commits any fraud or dishonesty or acts in any manner which in the opinion of the Main-Consultant brings or is likely to bring the Sub-Consultant, Main-Consultant or Client into disrepute or is materially adverse to the interests of the Main-Consultant or Client; or
 - iv) the Sub-Consultant refuses or neglects to comply with any reasonable and lawful directions of the Main Consultant.
- 10.3. Subject to Clause 10.4, in the event of termination of this Agreement under this Clause 10, the Sub-Consultant shall be entitled to be paid such amount as is reasonable in all the circumstances having regard to the terms of Offer Letter and to the extent of the Services properly completed as at the date of termination. For the avoidance of doubt, the Main Consultant shall have no liability to make any payment to the Sub-Consultant other than in respect of amounts accrued before the date of termination.
- 10.4. If this Agreement is terminated by reason of the Sub-Consultant's act, omission or default, the Main Consultant shall not be obliged to make any payment which would otherwise be due pursuant to Clause 3 until after completion of the Main Contract Services and the Consultant may then deduct from any sums then payable the forecast additional costs, losses and expenses

to the Main Consultant of completing the Services and/or all costs, losses and expenses properly incurred by the Main Consultant as a result of or arising from such termination and/or such act, omission or default.

- 10.5. The rights of the Main Consultant under this Clause 10 are without prejudice to any other rights that it might have at law to terminate the Agreement or to accept any breach of this Agreement on the part of the Sub-Consultant as having brought the Agreement to an end.
- 10.6. If the Main Contract is suspended (in whole or in part) for any reason the Sub-Consultant shall suspend performance of such parts of the Services as the Main Contractor may instruct in writing. The Sub-Consultant shall resume the Services as and when instructed by the Main Consultant.

11. Obligations on Termination

- 11.1. If this Agreement is terminated or suspended, the Sub-Consultant shall as soon as reasonably possible take such steps as may be necessary to organise a conclusion of the Services, such steps to be taken with all reasonable speed and economy taking into account safety and good practice.
- 11.2. On the Termination Date the Sub-Consultant shall:
- 11.2.1. immediately deliver to the Company all Main Consultant Property, Confidential Information, and any work product connected to the Services which are in its possession or under its control;
 - 11.2.2. irretrievably delete any information relating to the Services stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its possession or under its control outside the premises of the Main Consultant; and
 - 11.2.3. provide a signed statement that it has complied fully with its or his obligations under this Clause 11 if requested by the Main Consultant to do so.

12. Status

- 12.1. The relationship of the Sub-Consultant to the Company will be that of independent contractor and nothing in this agreement shall render it an employee, worker, agent or partner of the Main Consultant and the Sub-Consultant shall not hold itself out as such. It is expressly agreed that no implied employment contract will come into force between the parties and it is expressly asserted by the Main Consultant and the Sub-Consultant that no employment is contemplated or desired.
- 12.2. The Sub-Consultant shall be responsible for all remuneration payable to and any benefits provided for any natural persons under any contracts of employment with the Sub-Consultant or otherwise including but not limited to any national insurance, income tax and any other form of taxation or social security cost in respect of such individuals' remuneration or benefits.
- 12.3. This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Sub-Consultant shall be fully responsible for and shall indemnify the Main Consultant for and in respect of:

- 12.3.1. any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by a Sub-Consultant in respect of the Services, where such recovery is not prohibited by law. The Sub-Consultant shall further indemnify the Company against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Main Consultant in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
- 12.3.2. any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Sub-Consultant who is a natural person against the Main Consultant arising out of or in connection with the provision of the Services.

13. Insurances

13.1. The Sub-Consultant has and shall maintain:

- 13.1.1. professional indemnity insurance of at least £1,000,000 (one million) for any one occurrence or series of occurrences arising out of one event;
- 13.1.2. public liability insurance in a sum not less than £1,000,000 (one million pounds) in respect of any legal liability arising in respect of or as a consequence of the performance of its Services, which includes an "indemnity to principal" clause; and
- 13.1.3. employers' liability insurance cover as required by local law to the Sub-Consultant

(the "**Insurance Policies**") with reputable insurers acceptable to the Main Consultant to cover the Sub-Consultant's obligations and liabilities in connection with this Agreement for a period from the commencement of its obligations hereunder to the expiry of a period of six years from the date on which the Sub-Consultant completed performance of the Services or earlier termination of the Sub-Consultant's engagement, provided that such insurance remains available at commercially reasonable rates.

- 13.2. The Sub-Consultant shall provide written evidence of such Insurance Policies to the Main Consultant prior to commencing the Services, and on an annual basis for the period from the commencement of the Sub-Consultant's obligations hereunder to the expiry of a period of six years from the date on which the Sub-Consultant completed performance of the Services or earlier termination of the Sub-Consultant's engagement.
- 13.3. In the event that the Main Contract requires the Main Consultant and/or subcontractors to the Main Consultant, to hold insurance at a greater amount or different type than that required under Clause 13.1 of this Agreement, then in addition to the requirements of Clause 13.1, the Sub-Consultant shall hold at least the level and type of insurance specified in the Main Contract.
- 13.4. The Sub-Consultant shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Sub-Consultant is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Sub-Consultant shall notify the Main Consultant without delay.

14. Notices

- 14.1. Any notices or any notice or other communication to be made pursuant to the terms and conditions of this Agreement shall be in writing and shall be sufficiently made if sent by first class prepaid post to the receiving party at its business address as last notified in writing to the other party. A notice or communication sent by mail shall be deemed to have been received two working days after posting, provided that it is not returned through the post office undelivered.

15. Marketing

- 15.1. The Sub-Consultant shall not be entitled to disclose the performance of any Services by it to the Main Consultant (including the disclosure of the Main Consultant by name and the general nature or category of the Services provided) in any of the Sub-Consultant's marketing materials for the purposes of marketing, publicising or promoting its services, unless otherwise agreed in writing by the Main Consultant.

GENERAL

16. Entire Agreement

- 16.1. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior oral and written agreements, understandings or arrangements between them relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any agreement, statement, promise, assurance, representation, warranty, undertaking, understanding or arrangement (whether in writing or not) which is not expressly contained in this Agreement.
- 16.2. Nothing in this Clause shall limit or exclude either party's liability for statements or representations fraudulently made.

17. Assignment and subcontracting

- 17.1. The Main Consultant may at any time assign or otherwise transfer all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.
- 17.2. Without prejudice to any other term of this Agreement, the Sub-Consultant may not at any time, without the prior written consent of the Main Consultant, assign, charge or otherwise transfer all or any of its rights under this Agreement or subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.
- 17.3. In the event that the Sub-Consultant subcontracts or delegates any part of its obligations under this Agreement pursuant to this Clause, the Sub-Consultant shall remain responsible for the provision of the Services and shall be liable for the acts and omissions of any third party to whom any obligations are subcontracted or delegated.

18. Severability

- 18.1. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent

required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

19. Survival

19.1. Clauses 1 (Definitions), 4 (Ownership of IPR), 7 (Confidentiality), 9 (Liability) 11 (Obligations on Termination), 12 (Status), and the General clauses from 16 – 28 (inclusive), and all other provisions of this Agreement intended to survive termination shall survive termination as the context requires.

20. Waiver

20.1. A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

21. Variation

21.1. No variations to the terms of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22. Third Parties

22.1. A third party or a person who is not a party to this Agreement shall not have any rights under or in connection with it and the Contracts (Rights of Third Parties) Act 1999 shall not otherwise apply to this Agreement.

23. No Partnership

23.1. No part of this Agreement is intended to, or shall be deemed to, constitute a partnership, joint venture or employment of any kind between any of the parties nor constitute any party the agent of another party for any purpose. No party shall have authority to act in the name of or as agent for, or to bind, the other party in any way.

24. Non-Solicitation of Staff

24.1. The Sub-Consultant will not, directly or indirectly, solicit or seek to obtain the employment of any of the Main Consultant's employees or induce or attempt to persuade, procure or otherwise facilitate any of the Main Consultant's employees to leave their employment with the Main Consultant during the term of this Agreement or for a period of six months following its expiry or termination.

25. The Bribery Act 2010

25.1. The Sub-Consultant shall ensure that both it and its Representatives shall comply with, including by not engaging in activity, practice or conduct which would constitute an offence in the UK under, all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption

including but not limited to the Bribery Act 2010. The Sub-Consultant shall, and shall procure that its Representatives shall, adopt anti-bribery and anti-corruption policies and procedures appropriate to its business and the Sub-Consultant agrees to provide to the Main Consultant on request any such policies and procedures which are maintained by the Sub-Consultant and its Representatives and any other terms and conditions relating to anti-bribery and anti-corruption on which the Sub-Consultant engages others for the purposes of providing the Services. Any breach of this Clause 25 by the Sub-Consultant shall be deemed a material breach of this Agreement and shall entitle the Main Consultant to terminate the Sub-Consultant's engagement in accordance with Clause 10.

26. Modern Slavery Act 2015

26.1. The Sub-Consultant undertakes, warrants and represents that:

26.1.1. neither the Sub-Consultant nor any of their officers, employees, agents or subcontractors has:

- i) committed an offence under the Modern Slavery Act 2015 (a "MSA Offence"); or
- ii) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

26.1.2. it shall comply with the Modern Slavery Act 2015; and

26.1.3. it shall notify the Main Consultant immediately in writing if it becomes aware or have reason to believe that it, or any of its officers, employees, agents, or subcontractors have breached or potentially breached any of its obligations under this Clause 26.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of its obligations.

26.2. Any breach of this Clause 26 by the Sub-Consultant shall be deemed a material breach of this Agreement and shall entitle the Main Consultant to terminate the Sub-Consultant's engagement in accordance with Clause 10.

27. Dispute Resolution

27.1. If any dispute under this Agreement raises issues which are substantially the same as or connected with issues raised in related disputes under the Main Contract (a "Connected Dispute"), and if the Connected Dispute has already been referred for determination to another form of dispute resolution, the parties agree that:

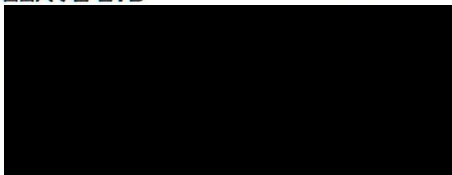
27.1.1. the dispute shall be referred to that same form of dispute resolution as the Connected Dispute; and/or

27.1.2. the Sub-Consultant shall provide such information and attend such meetings in connection with the Connected Dispute as the Main Consultant may reasonably request at no cost to the Main Consultant.

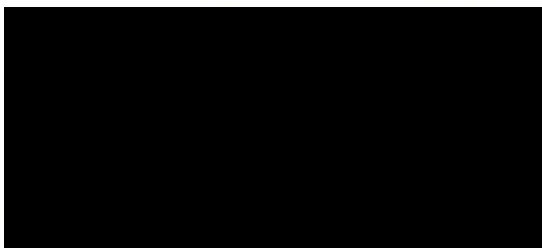
28. Governing Law and Jurisdiction

28.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims, including claims in tort, for breach of statute or regulation or otherwise) shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Signed by Diego Tripodi
for and on behalf of **STEER DAVIES & GLEAVE LTD**



Signed by Jindrich Fric, director
for and on behalf of **Centrum dopravního
výzkumu, v. v. i.**



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UKInfo@steergroup.com
t: [REDACTED]
www.steergroup.com

10 November 2025

Centrum dopravního výzkumu, v. v. i.
Líšeňská 33a, 636 00 Brno

Client Ref. Project Kando
Steer Ref. 24998801

Dear [REDACTED]

This offer letter ("the **Offer**") constitutes an Offer for the purposes of the Standard Terms for Sub-Contracting with Business and confirms the appointment of **Centrum dopravního výzkumu, v. v. i.** ("**Subcontractor**" or "**you**") by **Steer Davies & Gleave Limited** ("**Steer**") (together, the "**Parties**") to perform the Services specified in this Offer.

By signing this Offer letter, you acknowledge and confirm your acceptance of the terms of this Offer and agree to fully comply with the provisions of this Offer, Appendix A (Standard Terms and Conditions) (the "**Standard Terms and Conditions**"), which shall together form the agreement between the Parties (the "**Agreement**"). In the event of any conflict between the terms of this Offer and any Appendix attached hereto, including the Standard Terms and Conditions, the terms of this Offer shall prevail.

1. Services

The scope of work entails the review of the estimated construction costs, OPEX and lifecycle CAPEX for the Project and provide benchmarks of the main cost categories for other railway projects in Central Europe. For the avoidance of doubt, the scope of work does not include checking the drawings against the estimated bill of quantities.

The tasks to be performed by the Sub contractor include:

- Weekly catch-up calls with Steer;
- Provide Q&As and information requests when needed;
- Provide benchmarks of the main categories too support Steer in the estimation of the forecasts for the Financial Model input and a technical note including the main assumptions and the sources of information.

2. Fees

In consideration for your provision of the Services in accordance with the Agreement, Steer shall be responsible to you for the payment of your fees, which are **€6,900** (86.25 hours at an hourly rate of €80) (the "**Fees**") and payable in accordance with the Standard Terms and Conditions. The Client shall not have any liability for the Fees.

The Subcontractor shall invoice Steer at the end of the provision of the Services.

3. General

Notice to Terminate

Steer may terminate this Agreement at any time on giving 30 days' notice in writing to the Subcontractor.

Minimum Time Commitment

The Subcontractor shall devote at least the time defined in §2 of this Offer in providing the Services.

Expense Limit

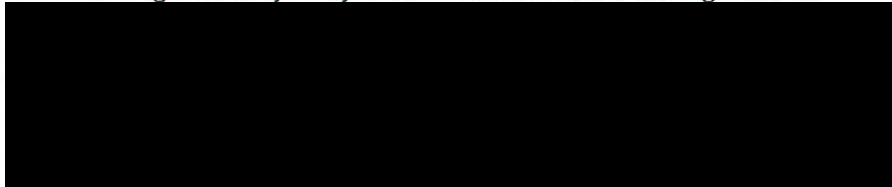
The Subcontractor may not incur any expense greater than the Fees without prior written consent from Steer.]]¹

Minimum Professional Indemnity Cover

The Subcontractor shall take out and maintain the insurance policies to levels of cover no less than the corresponding values set out in Appendix A.

Staffing

The following staff may carry out the Services under this Agreement:



Notices

Any notice or other document to be served between the Parties under this Agreement must be sent by first class prepaid post to the addresses set out below:

Steer

14-21 Rushworth Street
London SE1 0RB
UK

Centrum dopravního výzkumu, v. v. i.

Líšeňská 33a, 636 00 Brno

Representatives for Dispute Resolution

Any dispute between the Parties shall in the first instance be referred to the following representatives who shall attempt to settle the dispute in good faith by negotiation:

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¹ Steer to confirm the level of expenses allowable.

I agree to the terms of the above Offer

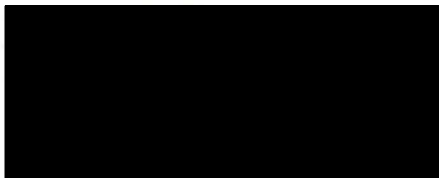
Centrum dopravního výzkumu, v.
v. i.

Signature

Jlndrich Fric

Director

Date



27 -11- 2025

No Assumption of Duty

Notwithstanding any other clause in this Agreement, the Subcontractor is solely responsible for the discharge and satisfaction of the Subcontractor's duties in connection with the Services and neither Steer nor the Client assumes any duty to: advise on, supervise or control the Subcontractor's performance of the Services; detect, prevent or remedy any default of Subcontractor; ensure the proper performance of any obligations of Subcontractor; or exercise any discretion for the benefit of Subcontractor.

Taxes

Subcontractor must pay all taxes, duties, government charges and other taxes of a similar nature (including fines, penalties and interest) imposed or levied in the United Kingdom or overseas in connection with Subcontractor's performance of this Contract.

Governing Law

This Offer and any dispute or claim arising out of or in connection with it and its subject matter or formation (including non-contractual disputes or claims) shall be governed by English law. The parties submit to the exclusive jurisdiction of the English courts.

Agreement

Please acknowledge your agreement to the terms of the Agreement by signing the confirmation below and returning one signed copy of this Offer to us at the above address.

We look forward to working with you on this project. Meanwhile, if you have any immediate questions, please do not hesitate to contact me.

Yours sincerely

For and on behalf of Steer:

Signature	
Name	Diego Tripodi
Title	Associate Director
Date	21/11/2025