

ADDENDUM No. 1 TO THE PURCHASE AGREEMENT

QKD DEVICES FOR BACKBONE NETWORK CZQCI

On the day, month and year specified below, the contractual parties:

CyberSecurity Hub, z. ú.

Registered office: Šumavská 416, 602 00 Brno

ID No.: 09705163

Tax ID No.: CZ09705163

Represented by: Roman Čermák, M.Sc., MBA – Director

entry in the Commercial Register: U 301 at the Regional Court in Brno

(hereinafter referred to as the "Purchaser")

and

Company name:

Registered office:

registered in the Register:

ID No.:

Tax ID No.:

Represented by:

Toshiba Europe Limited

1 Pine Trees, Chertsey Road, Staines Upon Thames,
TW18 3DU, United Kingdom of Great Britain and Northern
Ireland

Companies House, England and Wales

02519556

GB711518366

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

(hereinafter referred to as the "Seller")

concluded this

Addendum No. 1 to the Purchase Agreement

(hereinafter referred to as the "Addendum")

PREAMBLE

1. The Seller is the economic operator selected to provide delivery under the public contract titled "**QKD devices for backbone network CZQCI**" (hereinafter referred to as the "Public Contract"), awarded by the Purchaser, in an Open Procedure, pursuant to Section 56 of the Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter referred to as the "PPA").
2. The Public Contract is financed by the European Union under the Digitální Evropa (Digital Europe) programme and the Czech National Recovery Plan.
Project: Czech National Quantum Communication Infrastructure
Project number: 101091684



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I.
Justification for the conclusion of the Addendum

The Contracting Parties have agreed to implement the Addendum to the Agreement.

The Contracting Parties found that it was necessary to make Changes within "*de minimis*" regime as per Section 222(4) of the PPA, which are described below in this Addendum:

II.
Description of Changes and their classification according to PPA

Change 1 (original Sec. I/2 of the Agreement):

The Purchaser requested the delivery of the remaining 4 pairs of QKD devices. This addendum replaces the Purchaser's request for the delivery of 4 QKD device pairs as contemplated in Sec. I/2 of the Agreement.

Change 2 (original Sec. III/1 of the Agreement):

The first delivery of 7 QKD pairs shall be split into two separate shipments, as the Purchaser requires the equipment earlier than originally agreed upon in order to meet milestone and the *Czech National Recovery Plan (NPO)* project objectives. This change entails additional shipping/customs costs on the Seller's side.

The Seller is obliged to deliver the Equipment this way:

- 4 QKD pairs shall be delivered no later than 1st November 2025 (already delivered);
- 3 QKD pairs shall be delivered no later than 7th January 2026;
- 3 QKD pairs shall be delivered no later than 7th March 2026; and
- 4 QKD pairs shall be delivered no later than 30th April 2026.

Change 3 (original Sec. III/3 of the Agreement)

The place of performance (hand-over and acceptance of the Equipment): **Fakulta elektrotechnická ČVUT** (Faculty of Electrical Engineering, CTU in Prague), Technická 1902/2, 166 27 **Prague**, Czech Republic; Contact Person: doc. Ing. Leoš Boháč, Ph.D., Room B3-702, e-mail bohac@fel.cvut.cz.

III.
Impact of Changes on the Price of the Equipment

The expected costs for extra shipment of 3 QKD pairs, as the result of splitting the first delivery of 7 QKD pairs under Change 2, which will be covered by the Purchaser are: EUR 1,824.00

IV.
Concluding provisions

1. Other provisions of the Agreement remain unchanged.
2. The Contracting Parties confirm that they have read the Addendum before signing it and agree with its content. As proof thereof, they attach their electronic signatures.

(signed electronically)
for the Purchaser
Roman Čermák, M.Sc., MBA
Director

(signed electronically)
for the Seller
XXXXXXX
XXXXXXX