

C O N T R A C T

No 586000001

Today, 2018 was signed the present contract between:

Kozloduy NPP plc, Kozloduy, 3321, registered in the Trade Register to the Registry Agency, Unified Identification Code 106513772, represented by Tsanko Bachiyiski, Deputy Executive Director, hereinafter referred to as CUSTOMER, on one side and

Czech Metrology Institute, Regional Branch Prague represented by XXXXX, hereinafter referred to as CONTRACTOR on the other side, about the following:

1. SUBJECT OF CONTRACT

1.1. The CUSTOMER shall order and pay and the CONTRACTOR shall perform Calibration of dosimeter Unidos 1001 with three ionisation chambers type TM 23361, TM 32002, TM 32003 and calibration of Radiometer type RBG-07, according to List of etalons for calibration — Attachment 1 and Offer Attachment 2 — inseparable parts of the present contract.

2. PRICE AND TERMS OF PAYMENT

2.1. The contract price for calibration is 12 520.00 EUR / twelve thousand five hundred and twenty euro/ according to Attachment 2, inseparable part of the present contract.

2.2. The transport and insurance costs from Kozloduy NPP to Czech Metrology Institute, Prague shall be paid by the CUSTOMER.

2.3. The CUSTOMER shall effect the due payment to the CONTRACTOR on the following bank connection:

bank: XXXXX

account No.: XXXXX

bank code: XXXXX

IBAN: XXXXX

SWIFT: XXXXX

2.4. The payment shall be effected in the form of bank transfer in EUR, within 30 days after calibrated equipment's arrival at Kozloduy NPP, accompanied by calibration certificates, test reports and invoices in triplicate.

3. TERM AND CONDITIONS OF DELIVERY

3.1. The CONTRACTOR will perform the activity, described in clause 1.1 of the present contract within 3. weeks after the date of receiving the equipment at his premises.

3.2. The equipment for calibration according to the present contract is subject to a temporary export for the CUSTOMER and remains its property for the whole period of contract performance.

33. After calibration the equipment, subject to the present contract, shall be delivered at terms of delivery CIP Kozloduy, according to "Incoterms 2010". The transport and insurance costs from Kozloduy NPP to Czech Metrology Institute, Prague shall be born by the CUSTOMER.

4. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

4.1. The CONTRACTOR is obliged to comply with the requirements of the technical documentation for calibration of the measuring instruments. Reference values for the calibration are determined according to the standards No. IEC 60761 & ISO 4037.

4.2. The CONTRACTOR is obliged to notify the CUSTOMER for the readiness of shipment of the calibrated measuring instruments at least three days prior the dispatch.

4.3. The CONTRACTOR is obliged to submit, together with the calibrated equipment (UNIDOS 1001 and RBG-07), official test reports and Calibration certificates to the CUSTOMER.

4.4. The CONTRACTOR is obliged to begin the calibration within 3 working days after the date of equipment's reception at CONTRACTOR's premises.

4.5. The CONTRACTOR is obliged to perform the calibration within 3 weeks after equipment's reception and submit the official test reports in English language, at latest 5 working days after tests' completion.

4.6. The CONTRACTOR has the right to receive the price for the work performed, according to the provisions of the present contract.

5. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

5.1 The CUSTOMER is obliged to send the equipment (Unidos 1001 and RBG-07) for calibration and to organize and pay for its transportation and insurance from Kozloduy NPP to:

Czech Metrology Institute

Regional Branch

Radiova 1a11288

CZ 102 00 Praha 10, Czech Republic

5.2. The CUSTOMER is obliged to notify the CONTRACTOR, 3 days prior the shipment of equipment.

5.3. The CUSTOMER will provide the cooperation and submit all the necessary information for the purposes of the objective calibration. The CUSTOMER will assure the presence of his own qualified personnel (2 specialists) during the period of calibration at his own expense. CUSTOMER's personnel will participate in conducting tests and signing the test reports.

5.4. The CUSTOMER is obliged to pay for the calibration of the whole equipment (UNIDOS 1001 and RBG-07).

5.5. The CUSTOMER has the right to control the contract performance, without interrupting the CONTRACTOR's work or offending his operative independence.

6. PENALTIES

6.1. In case of incompliance with the performance time schedule, stated in clause 2.1. and 4.5., of the present contract the CONTRACTOR owes to the CUSTOMER penalties of 0,5 % of the contract price per each day delay, but not more than 10 % of the contract price.

6.2. In case of payments delay in accordance with clause 3.4., the CUSTOMER shall pay to the CONTRACTOR penalties of 0.5% of the delayed payment, per each day delay, but not more than 10 % of it.

7. CHANGES AND TERMINATION OF THE CONTRACT

7.1. The Contract can be terminated or changed with the mutual written agreement of the parties.

7.2. The present contract can be terminated unilaterally by each party with preliminary 30 days written notification from one party to the other. In this case the parties are obliged to sign a protocol for settlement of their obligations till the moment of contract termination.

7.3. The parties have the right to unilaterally terminate the contract according to the provisions of section 8. In this case, the parties are obliged to sign a bilateral protocol for arranging their relations.

7.4. In case of obligations non-fulfillment, the contract can be suspended by preliminary 15 days written notification from the right party to the other.

8. FORCE MAJEURE

8.1. Neither party shall be considered being in default or in breach of its obligations, if the performance of these obligations is prevented by any circumstances of force majeure, which arise after the date the Contract becomes effective.

8.2. Force majeure means any circumstances beyond the control of the parties, including, but not limited to:

- war and other hostilities, invasion, act of foreign enemies, mobilization, requisition or embargo including, lockout, freight embargo, import or export embargo or act or result of government authorities.
- ionizing radiation or contamination by radio-activity from any nuclear fuel or from any waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous materials of any explosive nuclear assembly nuclear components thereof.
- rebellion, revolution, insurrection, military or usurped power and civil war, riot, commotion or disorder.

8.3. If either party considers that any circumstances of Force Majeure that have occurred may affect the performance of its obligations, it shall promptly notify the other party in written form within five 5 days from their beginning. This notification shall be confirmed by the Chamber of Commerce in the country where the circumstances of force majeure have arisen, within a reasonable period of time.

9. ARBITRATION AND SETTLEMENT OF DISPUTES

9.1. The parties will take all the necessary measures for settling all the differences, disputes and claims, which can arise from or during the execution of the present contract through negotiations if possible.

9.2. If the parties do not reach an agreement, the dispute shall be resolved by the Commission of the Arbitration court in Paris in accordance with the regulation of the International Chamber of Commerce in Paris. The proceeding shall be held in English language.

10. CONFIDENTIALITY OF INFORMATION

10.1. Both parties shall have the right of ownership to the information received under the Contract. Both parties shall hold secret and shall not disclose the information received and qualified as confidential. No such information shall be used by either of the parties for purposes other than those for which it was provided, without the written consent of the other party.

10.2. Both parties also own the information contained in the proposal and the Contract. No document may be disclosed in full or in part to third party without prior written consent of the other party.

10.3. The CUSTOMER and the CONTRACTOR shall guarantee and keep their interests, accepting the responsibility for inappropriate disclosure of information to third parties or its undue use.

10.4. In case of approved inappropriate, in accordance with the previous paragraphs, use or disclosure of information related to the Contract, the affected party has the right to pursue material compensation from the liable party.

11. GENERAL CONDITIONS

11.1. The present contract comes into force after its bilateral signing.

11.2. Attachment Nol — List of etalons for calibration and Attachment 2 - Offer, are inseparable part of the present contract.

11.3. The present contract is signed in four identical copies — two in English and two in Bulgarian —each party shall receive one original in both languages and the version in English language shall prevail.

11.4. The responsible technical person for performance of the contract from the side of CUSTOMER is xxxxx, tel.: xxxxx. For shipment and invoices: xxxxx, tel: xxxxx, [xxxxx](#)

11.5. The responsible technical person for performance of the contract on behalf of the CONTRACTOR is xxxxx, tel: xxxxx, mobile: xxxxx, [xxxxx](#)

12. LEGAL ADDRESSES OF THE PARTIES: CONTRACTOR

Czech Metrology Institute Regional Branch

Radiova 3, CZ 102 00 Prague 10, Czech Republic Tel: 0042 0266020497

Fax: 0042 0266020466

FOR THE CONTRACTOR:

DIRECTOR

CUSTOMER

Kozloduy NPP PLC

3321 Kozloduy

BULGARIA

Tel. 00359 973 76535

Fax. 00359 973 76030

FOR THE CUSTOMER:

DEPUTY EXECUTIVE DIRECTOR

TSANKO BACHIIYSKI

Confirmed by:

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