

Contract for the provision of services

between

SPARC Industries SARL, 6, Z.A.E. Triangle Vert , L-5691 Ellange, Luxembourg

-hereinafter referred to as the service provider-

and

Institute of Theoretical and Applied Mechanics (ITAM), Prosecká 809/76, 190 00 Praha 9, Czech Republic

-hereinafter referred to as customer -

§1 Contract subject

The service provider shall take over the steps necessary for the installation of the hardware or procedures described in more detail in the service specifications (appendix) at the location specified in the service specifications (place of work execution). The customer may only demand services outside the agreed times or at other locations by separate agreement and against separate payment.

The contracting parties shall define the necessary measures and steps in the service specifications (Annex). The service certificate is part of this contract.

§2 Special services

The following services are to be remunerated separately, unless expressly stated in the service specifications:

- The delivery and installation of equipment not covered by the service specifications.
- Modifications to the hardware, transport of these as well as the removal of contamination that goes beyond the usual use and
- Repairs of damages for which the service provider is not responsible.

Employees of the service provider do not enter into an employment relationship with the customer. Instructions of the customer shall only have effect vis-à-vis the service provider.

§ 3 Reimbursement

For the installation or repair of the pulsed neutron source of ITAM the following flat rates are charged

- daily rate 1360€ / 8h incl. hotel
- For the preparation and post-processing of the order 2 days are charged outside the installation on site.
- Arrival and departure days are charged as full days.
- Travel expenses (travel, out-of-pocket expenses) are exclusive.

The applicable statutory value-added tax shall be added to the fees to be charged.

For customers from EU countries the "Reverse Charge" procedure applies, stating the VAT number.

The prices listed in the contract, based on daily rates, have been calculated on the basis of the requirements specified by the customer. The final settlement of the days on site will be finally determined and invoiced.

§ 4 Liability of the service provider

With regard to damages to the customer's side, an exclusion of liability in favor of the service provider is agreed with the following restriction: The exclusion of liability does not apply if the service provider or one of its vicarious agents is guilty of malice, intent or gross negligence or in the event of a breach of duty by the provider of material contractual obligations (so-called cardinal obligations) or in the event of damage resulting from injury to life, body or health or if guarantees are affected or claims under the Product Liability Act are affected. The same applies to breaches of duty by vicarious agents.

The liability is limited to 20% of the contract sum if a one-time fee is agreed upon.

§ 6 Duration of contract, termination and return obligations

The contract becomes effective upon signature by both parties and is concluded for the duration of the installation.

Upon termination of the contract and if requested by the customer, the service provider shall return all documents handed over to it upon signing the contract or prove that these documents have been properly destroyed. Existing data and programs must be physically deleted.

§ 7 General provisions

This contract regulates all rights and obligations of the contracting parties. Changes are only valid in written or electronic form and with reference to this contract and must be signed by both parties.

The offer has been made on the best knowledge and belief. Nevertheless, since the equipment has been produced by another company, the service provider cannot guarantee that the pulsed NG system will be commissioned within the estimated time frame.

The offer and this contract are based on the expectation that all components are fully functional. Unexpected delay due to unexpected component behavior and respective prolongation of the work time of the service provider require an updated agreement.

The associated supplements are an integral part of this contract when signed.

The place of jurisdiction for all disputes arising from this contract is, as far as agreed, the place of business of the service provider.

Should individual provisions of this contract not be legally effective or lose their legal validity due to a later circumstance, or should a gap become apparent in this contract, the legal validity of the remaining provisions shall not be affected. Instead of the ineffective contractual provisions or to fill the gap, an appropriate provision shall apply which, as far as legally possible, comes closest to what the contracting parties would have wanted if they had considered this point.

Belval, the ____ . ____ . ____

Signature SPARC Ind. SARL

ITAM

Attachment: Service certificate

Service certificate

to the service contract ITAM

between the parties

SPARC Industries SARL, 6, Z.A.E. Triangle Vert , L-5691 Ellange

and

Institute of Theoretical and Applied Mechanics (ITAM), Prosecká 809/76, 190 00 Praha 9, Czech Republic

§ 1 Description of the subject matter of the contract

Project milestones(MS):

MS 1: Unpacking, control of deliverables

Documentation of each step including pictures.

MS 2: Assembly

a) PSU

b) PTU (connect to PSU)

c) Coolant into HE, connect HE to power and to NG

d) Connect HV cable from PTU to NG

Documentation of each step including pictures.

MS 3: Preparatory runs

a) Conditioning of the GP (to remove moisture)

b) System checks

Documentation of each step including pictures.

MS 4: Test runs

a) Measure electric pulses with Oscilloscope

b) optional: Detect neutrons and/or X-rays using locally available detection systems

Documentation of each step including pictures.

MS 5: Provide training

The customer confirms each MS achievement by signature.

§ 2 Remuneration

The remuneration for the services specified in the contract and in the service specifications amounts to

5 days installation on site
2 days arrival and departure
2 days preparation and follow-up incl administration fee

9 days á 1.360 € in total + travel cost

Total amount excluding travel expenses (travel, expenses) including hotel

= 12.240€

50% of the amount is due when the order is placed.

The total settlement of the balance shall take place within 10 days after signature of the transfer document by the customer.

§ 3 Miscellaneous

Travelling expenses

We will select the appropriate means of transport (airplane, railway, motor vehicle).

Reimbursement of expenses by expenditure

If the personnel is deployed outside our company, the following rate applies for each calendar day:

- Daily allowance: 30,00 € / day

Vehicle expenses

When using a motor vehicle, the following rate applies per kilometre driven: - € 0.50 per km driven Miscellaneous

All prices do not include VAT. This will be invoiced separately at the VAT rate applicable on the day of performance.

For customers from EU countries the "Reverse Charge" procedure applies, stating the VAT number.

We reserve the right to make adjustments in the event of changes in personnel costs due to statutory, collective bargaining or other provisions prior to the commencement or during the performance of the services.

If employees provided by us are used by the customer, the responsibility for compliance with accident prevention regulations, safety regulations and other locally applicable regulations lies with the customer.



Instruction and function test:

The instruction and functional test will take place on _____.

Belval, the _____._____.

Company

Name