

Contract for Work no. 032/26/EUS

(hereinafter referred to as the "Contract")

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| 1. Customer: | eustream, a.s. |
| Registered office: | Votrubova 11/A, 821 09 Bratislava, Slovak republic |
| Legal form and incorporation | Joint-stock company incorporated in the Commercial Register of the City Court Bratislava III, Section: Sa, File No.: 3480/B |
| Represented by: | |
| Company ID: | 35 910 712 |
| VAT ID: | SK2021931175 |
| TAX ID: | 2021931175 |
| Bank details I: | VÚB, a.s. |
| SWIFT (BIC): | SUBASKBX |
| IBAN: | SK72 0200 0000 0000 0110 1153 |
| Contact person in contractual matters: | Ján Repa, Strategic Purchaser |
| Contact person in technical matters: (hereinafter the "Customer") | Peter Soukup, Manager of Diagnostic and CP |

and

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| 2. Contractor: |
| Registered office: |
| Legal form and incorporation |
| Represented by: |
| Company ID: |
| VAT ID: |
| TAX ID: |
| Bank: |
| SWIFT (BIC): |
| IBAN: |
| Contact person in contractual matters: |
| Contact person in technical matters: |

(hereinafter referred to as the "Contractor")

(the Customer and Contractor are hereinafter also individually referred to as the "Party" and jointly as the "Parties")

Definitions

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| Mobilization | movement of the Contractor's personnel and inspection device from the Contractor's place to the place of the base. |
| Base | the place designated by the Customer and defined in Annex no 4. Covered storage areas with electrical voltage and lighting in the locations of performing the Work. |
| Inspection Device Run | data collection once from one section of a gas pipeline as per Annex 1 hereto – Technical Specification, using inspection device. A section begins at the inlet chamber and ends at the outlet chamber. The speed of moving the inspection device in the pipeline is to be recommended by the Contractor. |
| KS01 | Compressor station 01 Veľké Kapušany, 079 01 Veľké Kapušany, Slovakia, GPS: 48.531867,22.068014 |
| KS02 | Compressor station 02 Jablonov nad Turňou, 049 43 Jablonov nad Turňou, Slovakia, GPS: 48.581181, 20.666666 |
| KS03 | Compressor station 03 Veľké Zlievce, 991 23 Veľké Zlievce, Slovakia, GPS: 48.179623,19.465756 |
| KS04 | Compressor station 04 Ivanka pri Nitre, Mojmirovská 11, 951 12 Ivanka pri Nitre, Slovakia, GPS: 48.218682, 18.098517 |

I. Subject-Matter

1. The subject-matter of this Contract is the undertaking by the Contractor to perform for the Customer internal (in-line) inspection of selected sections of the Customer's gas transmission pipelines as specified in Annex 1 hereto (hereinafter referred to as "Gas Pipeline/s") using high-resolution inspection equipment working on the magnetic flux leakage principle (hereinafter referred to as "Inspection Device") and this in the scope according to Annex 1 hereto, with the aim of ascertaining internal and external defects to pipes, that has occurred in consequence of production, construction, installation, corrosion, mechanical damage or other reasons (hereinafter referred to as "the Work").
2. The Work shall include, in particular (though not exclusively) the following activities of the Contractor for each particular Gas Pipeline section (Line Section) as specified in Annex 1 hereto:
 - 2.1. **Mobilization to the Base**
 - 2.2. **Inspection Device Run** in the designated Gas Pipeline sections;
The Contractor is required to submit to the Customer information on the quality of the recorded data directly at the place of performing the internal inspection within 48 hours of performing the Inspection Device Run.
 - 2.3. **Preparation and delivery of operation reports in electronic form according to POF 100** (hereinafter referred to as the "Operation Report/s").
 - 2.4. **Processing and supply of preliminary inspection report** on critical points on Gas Pipelines (hereinafter referred to as the "Preliminary Report"), which are the subject of the inspection, and this separately for each Inspection Device Run, in digital form (by e-mail in PDF format). The Preliminary Report must contain all particulars set out in Annex 1 hereto, point 4.
 - 2.5. **Processing and supply of the final report** for each Gas Pipeline section on which an internal inspection was performed (hereinafter referred to as the "Final Report") separately for each Inspection Device Run and 2 x 2 interaction rule will be applied according to the to the latest standard ASME B31G and POF 100 standard. Final report should be delivered in digital PDF form at least in the scope set out in Annex 1 hereto, point 5.

- 2.6 **Rerun** (hereinafter “Rerun”), if it is necessary to repeat Inspection Device Run due to the impossibility of recording data from the whole length of the respective Gas Pipeline section and/or not achieving the quality of the recorded data with the Contractor’s level of accuracy specified in Annex 3 hereto – Accuracy of Data Detection and Specification of the Inspection Devices, on the first Inspection Device Run. Unless the conditions set out in point 2.6.1. are met, the costs of Rerun shall be borne by the Contractor.
- 2.6.1 In the case that the Customer has not fulfilled the agreed operating conditions in the respective checked Gas Pipeline section, and the recommended speed of the Inspection Device movement in the respective Gas Pipeline section, pursuant to Annex 1 hereto, and in consequence of which the required quality of the data recorded from the whole length of the respective Gas Pipeline section is not achieved, and the data are not appropriate for further processing, and the Customer requests the Contractor in writing to perform a Rerun, the Customer shall pay the Contractor the price for the Rerun, in accordance with Annex 2 hereto – Price List.
3. The exact specification of the Work that the Contractor is required to perform for the Customer shall (in addition to the provisions of this Contract) be set out in a plan of inspection that must concurrently contain a specification under Article II hereof.
 4. The Contractor also undertakes to supply to the Customer with PC Software necessary for displaying the inspection data recorded during the Inspection Device Runs (hereinafter referred to as the “the Software”). The Software specification is set out in Annex 1 hereto, point 6. The Contractor also undertakes to provide the Customer with each relevant Software update and/or upgrade until the end of the warranty period according to point 1.2 Article of X
 5. The Contractor undertakes to perform the Work on its own behalf and at its own risk.
 6. The Customer undertakes to pay the Contractor the agreed price for the duly performed Work.

II. Plan of inspection

1. 15 (fifteen) days prior the start of the performance of internal inspection the Customer shall provide the Contractor with the detailed Plan of inspection (hereinafter referred to as the “Plan of inspection”) in writing (by email) to the e-mail address:.....
2. The Plan of inspection must contain at minimum the following particulars: identification of the Contract, specification of the Gas Pipeline section on which the internal inspection is to be performed, the time and place of performing the internal inspection on the respective Gas Pipeline section.
3. The Contractor undertakes to accept (confirm) the Plan of inspection made out and delivered in accordance herewith without delay, not later than 10 (ten) days from the date of the Contractor receiving it, by e-mail to the Customer’s e-mail address according to Annex 6 hereto - List of Contact Persons. Any failure to accept (confirm) the Plan of inspection made out and delivered in accordance with the conditions set out herein shall be deemed a gross breach of the Contractor’s obligations.

III. Deadlines for Performing the Work

1. The deadline for performing the Work shall be set solely in the Plan of inspection.
2. The date of commencing performance of the Work shall be deemed the day of the arrival of personnel and the Contractor’s necessary equipment to the base specified in the respective Plan of inspection.
3. The actual date of commencing performance of the Work in the field may be additionally adjusted in writing by the Parties.
4. Delivery of operation reports in electronic form within three working days from the date of Inspection Device Run.
5. Delivery of Preliminary inspection report within three weeks from the date of successful Inspection Device Run.
6. Delivery of the Final Report on the internal inspection within eight weeks from the date of successful Inspection Device Run.

IV. Place of Performing the Work

1. The place of performing the Work under this Contract is the territory of the Slovak Republic – Gas Pipeline routes referred to in Annex 1 hereto. The specific place of performing the Work shall always be specified in the respective Plan of inspection.

V. Price

1. The price of performing the Work (for the respective Gas Pipeline sections) is set out in Annex 2 hereto - Price List. The prices set out in Annex 2 hereto are given in EUR exclusive of VAT.
2. The price for supply of Software under point 4 of Article I hereof is set by agreement of the Parties in the amount of 0 € exclusive of VAT. This price includes any updates or upgrades to the Software during the term of this Contract.
3. The Price for Mobilization includes all costs for mobilization of the Contractor's Personnel and relevant Inspection Device. The Contractor shall invoice the Price for Mobilization under this Contract just once, regardless of the number of individual Gas Pipeline sections checked by the Inspection Device within this Contract.
4. The prices under this Article are inclusive of all economically justified costs of the Contractor connected with performing the Work under the agreed conditions.
5. VAT shall be added to the invoiced prices in accordance with applicable legal regulations.

VI. Payment and Invoicing Conditions

1. Payment of the price for the Work shall be made in Euros (EUR) by bank transfer, in parts, without advances, on the basis of invoices issued by the Contractor to the Customer following performance of the respective part of the Work, as follows:
 - a) for Mobilization of the Contractor pursuant to point 2.1 of Article I hereof;
 - b) for an Inspection Device Run and after completing works at the place of performing the Work pursuant to point 2.2 of Article I hereof;
 - c) for drafting and delivery of the Operation reports, Preliminary Inspection Report and Final Report pursuant to points 2.3, 2.4 and 2.5 of Article I hereof;

Each invoice must be accompanied by a copy of the acceptance protocol for the respective invoiced part of the Work under this point, confirmed by both Parties. The acceptance protocol must be signed by the Customer or rejected with a statement of the reasoning within 14 days of its delivery, unless the Parties agree otherwise. In the case that a part of the price relates to Software update / upgrade, its value shall be indicated separately on the invoice.

2. Payment of the price for a Rerun pursuant to point 2.6.1 of Article I hereof shall be made in Euros (EUR), by bank transfer, without advances, on the basis of an invoice issued by the Contractor to the Customer following the performance of the Rerun, under the condition that the Rerun was requested in writing from the side of the Customer, and was performed on the basis of a separate order from the Customer.
3. The Parties have agreed that rights or claims arising under this Contract may be assigned only on the basis of prior written agreement of both Parties. Else, such assignment of rights or claims shall be invalid.
4. The maturity period of an invoice shall be 30 days from the day of its delivery to the other Party. The date of fulfilment of the financial obligation shall be deemed the day of the amount owing being debited from the debtor's account in favor of the creditor's account. If the last day of the maturity period falls on a weekend, or public holiday in the Slovak Republic, the day of fulfilling the financial obligation, the Parties shall accept the next following working day under the same agreed price and payment terms.
5. The invoice shall contain all essentials pursuant to the applicable legal regulations, as well as:
 - information that it is an invoice;

- invoice serial number;
 - first and last name or business name of the Contractor, address of its registered office, place of business or the commercial establishment, place of residence or the address of a place, where the Contractor usually stays;
 - business name of the Customer, address of its registered office, its place of business, its commercial establishment;
 - company registration number, tax identification number and identification number for tax (VAT ID) of both Parties;
 - place of registration of the Contractor and the number of the document pursuant to which the registration was performed;
 - number of the order of the Customer and/or number of the Contract, together with the specification of their reference designation and the date of issue or the date of conclusion;
 - invoice issue date;
 - date when the service was provided or date when the payment was received (if the payment was received before goods delivery or before the service provision is finished), if this date can be determined and if it differs from the invoice issue date;
 - extent and type of service provided;
 - invoice due date;
 - variable symbol;
 - constant symbol;
 - bank details of the Contractor in the form of IBAN and BIC (respectively in another form in case IBAN is not used in the payment recipient's location);
 - payment method: wire transfer;
 - VAT rate or information on VAT exemption, in case of a VAT exemption a reference to the provision of the respective act law or the Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax as amended or word information „delivery is exempted of tax “;
 - total amount of VAT in Euro, which shall be paid;
 - tax base for each tax rate, unit price excluding VAT and discounts and rebates, if not already included in the unit price;
 - deduction of paid advance payments;
 - amount to be paid;
 - name, e-mail address and telephone number of the person in charge on the side of the invoice issuer;
 - word information “invoice copy by the customer “, if the Customer who is the recipient of service, makes the invoice pursuant to applicable legal regulations;
 - word information “transfer of tax obligation”, if an entity obliged to pay VAT is Customer;
 - information regarding the new delivered transportation vehicle pursuant to applicable legal regulations;
6. If the subject of the delivery includes hardware ("HW") or software ("SW"), the Contractor is obliged to state also the following on the invoice:
- for each delivered HW its name (model), serial number (SN) and if the delivered HW includes pre-installed OEM SW products (e.g., an operating system) also the exact name of the OEM SW (according to the SW manufacturer's nomenclature), the OEM SW version, OEM SW edition, language version, number of the licenses delivered and the information that OEM SW products are delivered together with HW;
 - for each delivered SW product, the exact name of the SW (according to the SW manufacturer's nomenclature), SW version, SW edition, language version, number of the licenses delivered
7. The Parties agree that from the effective date of the Contract the Contractor is required to issue electronic invoices to the Customer. In accordance with the VAT Act and in accordance with Council Directive 2006/112/EC on the common system of value added tax (hereinafter the "Council Directive 2006/112/EC"), the

Customer grants the Contractor its express consent to issue any invoices under the Contract as electronic invoices to the Customer.

8. The electronic invoices issued and received in accordance with the conditions set out in this Contract shall be considered to be invoices for the purposes of the VAT Act and the Council Directive 2006/112/EC.
9. The Parties agree on the following procedures intended to ensure the authenticity of the origin, the integrity of the content and the legibility of the electronic invoices issued under the Contract:
 - the electronic invoices and the annexes thereto shall be solely in PDF file format (PDF/A), which will not be password protected, locked for printing, or compressed by any file compression program;
 - one (1) e-mail message (e-mail) may contain a maximum of one (1) electronic invoice, which shall include, in addition to the invoice, all annexes thereto in accordance with the Contract. The maximum size of one e-mail message is 5 MB, unless otherwise agreed by the Customer and the Contractor in writing;
 - the date of issue of the electronic invoice shall be stated in the text of the electronic invoice and shall be part of its content.
 - neither contracting Party shall interfere with the issued and received electronic invoice or change its content;
 - both Parties are required to ensure proper and legible archiving, authenticity of the origin, inviolability of the content and legibility of the electronic invoices throughout the retention period thereof;
 - The Customer shall not be held responsible for any changes in the content of an electronic invoice or annexes thereto upon delivery; the issuer is responsible for adequate securing of the PDF file containing the electronic invoice against changes in its content at the time of delivery of the invoice;
10. The Parties have agreed that the Contractor shall send electronic invoices to the Customer to the Customer's e-mail address for receiving electronic invoices invoice@eustream.sk, which the Customer has exclusive access to. At the same time, the Contractor undertakes not to use the above Customer's e-mail address for the purposes other than sending electronic invoices.
11. The delivered electronic invoices shall contain all the essentials of an invoice in accordance with the relevant legislation.
12. In the event that an electronic invoice is not made in accordance with the Contract (in particular, but not exclusively in accordance with the conditions specified in this Article VI), such an electronic invoice shall be considered undelivered and the Customer has the right to reject the invoice and return it to the email address which it was sent from, without the payment thereof.
13. The electronic invoice shall be considered to be delivered on the day of its delivery (receipt) to the Customer's e-mail address specified in point 10 of this Article VI hereof.
14. The Contractor undertakes to send electronic invoices to the Customer from the e-mail address specified in the Contract, and if such an address is not specified in the Contract, it is required to notify the Customer of its e-mail address which it is going to send electronic invoices to the Customer from to the e-mail address efaktury@eustream.sk within 5 days of the conclusion of the Contract. The Contractor declares that it has exclusive access to the e-mail address specified in the Contract or in the notification pursuant to the previous sentence.
15. The Contractor undertakes to inform the Customer in writing of any changes affecting the sending of electronic invoices, in particular it is required to notify a change of the e-mail address which the electronic invoices are going to be sent from, in form of a written notification of its new e-mail address sent to the Customer to the e-mail address efaktury@eustream.sk. The change of the e-mail address shall take effect on the day specified in the Contractor's notification and, if such a day is not specified in the notification, on the day of delivery of the Contractor's notification (upon receipt of the e-mail message) to the Customer.
16. In the case that an invoice does not contain the particulars agreed under this Contract, the Customer is entitled to return the invoice without payment. Upon the entitled return of an invoice, the maturity period ceases, and shall run anew from the delivery date of the new (corrected) invoice. The debtor's bank fees shall be borne by the debtor, the creditor's bank fees shall be borne by the creditor.

VII. Tax

1. In settlement of their tax obligations the Parties shall proceed in accordance with the valid and effective legal regulations of the country of which they are residents and in accordance with the applicable international legal norms. The option to assume tax liability on behalf of the other contracting Party is excluded.
2. Should the Contractor not be a resident of the Slovak Republic, the Contractor shall submit to the Customer an officially authenticated certificate from the tax (financial) authority of its tax domicile (residence), within 10 days from the date of conclusion of the Contract at the latest, unless the Contractor had done so at the conclusion of the Contract. In case a payment pursuant to the Contract shall be made prior to the lapsing of a period of 10 days from the date of conclusion of the Contract, the certificate shall be submitted by the Contractor as to the date of conclusion of the Contract, however, at the latest on the date the first payment is made.
3. Should the Contractor not be a resident of the Slovak Republic, the Contractor shall submit an affidavit containing the following:
 - whether the Contractor has or it does not have a permanent commercial establishment in the Slovak Republic pursuant to the legal regulations applicable in the Slovak Republic, or pursuant to the respective treaty of avoiding double taxation (hereinafter referred to as "international treaty"),
 - whether the activities being the subject-matter of the Contract are carried out through such permanent commercial establishment or, in case software or licence delivery is the subject-matter of the contract, the Contractor shall specify in an affidavit the real owner of the software/licences,
 - whether by virtue of the Contract the Contractor can acquire a permanent commercial establishment in the Slovak Republic or a tax obligation for the employees or persons working for the Contractor in the Slovak Republic can arise, pursuant to the legal regulations applicable in the Slovak Republic and the international treaty. The above affidavit shall be submitted by the Contractor to the Customer at the conclusion of the Contract at the latest. Should the Contractor acquire a permanent establishment in the Slovak Republic after the conclusion of the Contract, the Contractor is obliged to notify the Customer of this fact in writing without delay.
4. Should the Contractor, not being a resident of the Slovak Republic, perform the subject-matter of the Contract through its branch located in the Slovak Republic, the Contractor shall submit to the Customer at the conclusion of the Contract, or within 10 days from the date of conclusion of the Contract at the latest, an officially authenticated copy of the extract from the Commercial Register in respect to such branch, not older than 3 months.
5. Should the Contractor, being a resident of a member state of the European Union or being a resident of a member state of the European Economic Area, have a branch or a permanent commercial establishment in the Slovak Republic, such Contractor shall submit a declaration to the Customer at the conclusion of the Contract or within 10 days from the conclusion of the Contract at the latest certifying that the Contractor is subject to taxation in such member state of the European Union or such member state of the European Economic Area from the income from the source on the territory, as well as outside the territory of this member state of the European Union or the member state of the European Economic Area, whereas the Contractor shall not be considered a tax payer with unlimited tax liability in the Slovak Republic. The Contractor shall also submit to the Customer a certificate or an officially authenticated decision issued by the respective tax administrator in the Slovak Republic on paying prepayments of income tax of legal entities.
6. Should the Contractor, not being a resident of a member state of the European Union or not being a resident of the member state of the European Economic Area, have a branch or a permanent commercial establishment in the Slovak Republic, such Contractor shall submit to the Customer officially authenticated copies of the income tax payer registration certificate in the territory of the Slovak Republic and final/effective decision of the respective tax administrator that the Contractor has been paying tax prepayments pursuant to the act on the income tax applicable and effective in the Slovak Republic, within 10 days from the date of conclusion of the Contract at the latest, unless the Contractor had done so at the conclusion of the Contract. Provided that the documents referred to above have been timely submitted by the Contractor, the Customer shall not withhold the respective amount necessary to meet the respective tax liability, alternatively the Contractor shall proceed in accordance with the decision of the respective tax administrator.

7. Should the Contractor, not being a resident of a member state of the European Union or not being a resident of the member state of the European Economic Area, have a branch or a permanent commercial establishment in the Slovak Republic, fail to submit the decision of the respective tax administrator concerning the payment of income tax prepayments pursuant to point 6 hereof, the Customer shall withhold from the payments the respective amount for securing the tax, in accordance with the income tax act applicable and effective in the Slovak Republic, respectively in accordance with the international treaty that takes precedence over the above act, as to the payment date.
8. In case the Contractor is neither a resident of a member state of the European Union or nor being a resident of a member state of the European Economic Area, the Customer is entitled to deduct from payments a respective amount to provide for the tax in accordance with the act on the income tax applicable and effective in the Slovak Republic, or in accordance with an international treaty, which takes precedence over this Act.
9. Should the Contractor acquire a permanent commercial establishment in the Slovak Republic after the conclusion of the Contract and should the Contractor fail to inform the Customer about this fact, the Contractor declares and commits to compensate the Customer for the tax security, penalties and interest payments, which may be incurred by the Customer as a consequence of a breach of the Customer's notification duty pursuant to the applicable legal regulations in the Slovak Republic and as a consequence of not withholding tax prepayment for securing tax, where such failure to withhold originated as a result of a breach of obligation to inform or of another obligation of the Contractor to the Customer, the Customer may ask for the above compensation not earlier than on the day of delivery of a payment order or a decision issued by the respective tax administrator addressed to the Customer.
10. Should the Contractor be a registered VAT payer in the Slovak Republic, the Contractor shall also submit to the Customer a copy of the certificate of the VAT payer registration. Should the Contractor be a registered VAT payer in another member state of the European Union and should such Contractor perform the subject-matter of the Contract as a VAT payer registered in that another member state of the European Union, the Contractor shall also submit to the Customer a copy of the certificate of the VAT payer registration in that EU member state (which has assigned VAT ID to the Contractor, under which the Contractor performs the subject-matter of the Contract).
11. In the case the Contractor performs the subject-matter of the Contract through its branch or permanent commercial establishment located in the Slovak Republic, while such a branch or permanent commercial establishment is a VAT payer in the Slovak Republic, the Contractor shall submit to the Customer also a copy of the certificate of the VAT payer registration and upon a request of the Customer to submit also the necessary affidavits for the correct application of a levy and/or the application of a right for VAT deduction.
12. Should the tax administrator return, for any reason whatsoever, to the Contractor the withheld and paid tax prepayment for securing or the withholding of the tax through the tax payer, i.e. through the Customer, this sum shall be transferred to the Contractor's account in the amount and currency determined in the decision of the respective tax administrator, however, in the maximum amount of the tax deducted in the foreign currency.
13. The Parties undertake to accept any legislative changes in the legislation of the Slovak Republic, including the changes in the tax legislation which shall affect the Contract, and to uphold their application during the period of their effectiveness. The Contractor shall consult with the Customer any change in relation to its tax liabilities against the Slovak Republic without delay, and to submit to the Customer, upon request, all underlying documents necessary for the due settlement of its tax liabilities.
14. Regardless of anything else agreed upon herein:
 - I. Should the Contractor make false statements to the Customer or should the Contractor otherwise mislead the Customer, the Contractor commits to compensate the Customer in full for the tax withholding, tax security, VAT, penalties and interest payments, which shall be incurred by the Customer as a consequence of the above actions of the Contractor. The Customer shall not be entitled to request the above compensation earlier than on the date of delivery of the payment order or the decision issued by the respective tax administrator addressed to the Customer.
 - II. The Contractor is fully liable to the Customer for damage suffered by the Contractors improper use of the reverse charge to the Customer instead of applying the tax on output and vice versa. For such damage will be considered, inter alia, fines, interest and additional tax levied by the competent tax authorities.

15. If the Contractor is registered as a VAT payer in the Slovak Republic and decides for special tax arrangements on receipt of payment for the goods or services (hereinafter referred to as "special arrangement"), Contractor is obliged to inform the Customer about his decision in writing by the end of the calendar month in which he applied special arrangements. Likewise, if the Contractor ends the application of the special arrangements, the Contractor is obliged to notify Customer within 5 days from the end of the tax period in which the Contractor stops applying the special arrangement.
16. In the event that the Contractor is a value added tax payer in the Slovak Republic, and in the event of a foreign entity, which has a permanent commercial establishment registered for the value added tax and invoice for the subject-matter of the Contract is issued under the VAT ID assigned to the permanent commercial establishment in the Slovak Republic, the Contractor hereby declares that:
 - I. as of the date of conclusion of the contract no reasons exist, based on which the Customer should or could be a guarantor of tax obligation of the Contractor originating from the VAT, which the Contractor charged the Customer or will charge to the Customer on the price pursuant to the Contract, in accordance with Section 69 (13) in connection with Section 69b of the Act No. 222/2004 Coll. on the value added tax, as amended (hereinafter referred to as "VAT Act").
 - II. in the event that the VAT Act provides so, the Contractor will make due tax return on VAT and in the event an obligation to pay the VAT arises, the Contractor shall pay the tax on the maturity date to the respective tax administrator;
 - III. in the event that the VAT Act imposes on the Contractor an obligation to pay the VAT, the Contractor does not have any intent not to pay the VAT related to the performance under the Contract, or any intent to reduce this VAT, or potentially to elicit a tax exemption and it does not have any intent to get itself into a position in which the Contractor would not be able to pay this VAT either.
17. The Customer is entitled, in the event that the Contractor does not confirm in writing to the Customer at the moment the tax obligation originates, that no obligation originates to the Customer to guarantee for the VAT pursuant to Section 69 (13) of the VAT Act, to delay the settlement of the sum amounting to the VAT from each respective invoice issued by the Contractor, whereby the Contractor explicitly agrees with this fact.
18. In the event that at the time of the Contractor's tax liability the Customer knows or on the basis of sufficient reasons specified in the VAT Act (Sect. 69 (13)) should know or could know that all or part of the tax on goods or services will not be paid by the Contractor, the Customer is entitled not to pay the VAT amount stated in the Contractor's invoice or part thereof to the Contractor within the due date of the invoice.
19. In such an event, the Contractor is not entitled to the payment of the relevant part of the invoice corresponding to the VAT amount, late fees or any sanctions related to the unpaid relevant part of the invoice.
20. However, the Customer may pay the VAT amount or its part stated in the Contractor's invoice by the special method of tax payment according to the VAT Act (Sect. 69c), i.e. to the tax administrator's bank account kept for the Contractor according to special regulations.

VIII. Rights and Obligations of the Parties

1. Rights and Obligations of the Contractor

- 1.1. The Contractor is obliged to:
 - a) perform and fulfil this Contract in the agreed scope, deadlines and quality;
 - b) perform a Rerun in cases pursuant to point 2.6 and 2.6.1 of Article I hereof;
 - c) comply with all applicable regulations concerning the performance of activities related to the performance of the Contract, including obligations referred to in Annex 5 hereto and other relevant internal regulations of the Customer, with which the Contractor will get familiar prior to commencing performance of the Work;
 - d) to proceed in performing the Work with due professional care;
 - e) coordinate activities with the Customer during performance of the Contract, in connection with taking measures relating to occupational health and safety and fire safety;
 - f) to follow the Customer's instructions relating to environmental protection;

- g) to inform the Customer upon request in the agreed manner on the state of progress on the Work;
- h) to allow designated employees of the Customer to check fulfilment of obligations arising under this Contract at the place of performing the Work;
- i) to inform the Customer in time and without undue delay of all important facts relating to the Work that may jeopardise or hinder performance of the Work on the side of the Contractor, or cause a failure to meet set deadlines in performing the Contract;

2. Rights and Obligations of the Customer

2.1. During fulfilment of this Contract, the Customer undertakes:

- a) to allow the Contractor to access the relevant structures of the cleaning chambers and Gas Pipelines that are to be the subject of performance of the Work, and to create for the Contractor's Personnel and persons acting on its behalf under this Contract (hereinafter the "Contractor's Personnel") appropriate working conditions at places of performing the Work;
- b) provide the Base;
- c) provide the necessary lifting machines, cranes and ancillary equipment for unloading and loading of the - Inspection Device;
- d) provide transport of the Inspection Device for cleaning, as well as cleaning of the Inspection Device;
- e) provide the disposal, or recovery of waste arising in connection with the inspection of Gas Pipelines, on the basis of its own consent to the handling of hazardous waste, including rinsing and disposal of waste water from the Contractor's equipment, and disposal of Contractor's contaminated equipment and consumables;
- f) before commencing performance of the Work, ensure that the Contractor's Personnel are instructed as to specific legal regulations and internal regulations regarding the environment, applicable within the Customer's structures;
- g) familiarise the Contractor's Personnel, prior to commencement of the Work, with safety regulations, potential local sources of hazard, and with the Customer's internal regulations with which the Customer requires the Contractor to comply while performing the Work;
- h) provide the Contractor with all internal regulations and data reasonably necessary for executing the Work;
- i) prior to commencing performance of the Work, ensure entry to lands, consents and opinions from the competent nature and countryside protection authority pursuant to Act 543/2002 Coll. on nature and countryside protection, Act no. 326/2005 Coll. on forests, for performing the Work in affected areas;
- j) ensure access for the Contractor's Personnel, including vehicles, to the place of performing the Work for the purpose of its implementation;
- k) secure workplaces to the necessary extent pursuant to applicable regulations on work safety and issue permits necessary for performance of the Contract;
- l) to inform the Contractor in time and without undue delay about all important facts that may threaten or hinder the performance of the Work on part of the Customer, or possibly cause a failure to meet deadlines set in the Contract;
- m) in the case that the Device becomes stuck in Gas pipeline, to take immediate measures for freeing the stuck Inspection Device, whereupon performance of the Work will be suspended in accordance with this Contract;

2.2. The Customer may at any time suspend implementation of the Work on any Gas Pipeline section, by way of a written notification sent to the Contractor. The Contractor, after receiving the written notification, shall immediately suspend implementation of the Work on the respective Gas Pipeline section. In the case of suspending the implementation of the Work, due to a fault on the side of the Customer, the Contractor is entitled to claim from the Customer provable costs associated with suspending the Work, up to the maximum amount of 5000 € for each day of the Work's implementation being suspended.

2.3. The Customer warrants the truth of the information and data regarding to the Gas pipeline provided to the Contractor. The Customer shall be responsible for correctness of all documents provided by Customer for Contractor in connection with the execution of the Work. In case of any reasonable costs caused because of inaccurate information stated in documents provided by Customer for Contractor will occur, the

Contractor is obliged to prepare costs calculation which must be confirmed by Customer. The reasonable costs are costs which incurred because of necessity of modification of the Customer's equipment or reports as a result of inaccurate Customer data.

- 2.4. The Customer shall launch, propel and recover the Inspection Device through and from the Gas Pipeline in accordance with the velocity, pressure, temperature and other specifications provided by the Contractor. All decisions concerning the launching and receiving are to be made by the Customer or Customer's Authorized Representatives. The Customer shall remain in complete control and supervision of the Gas Pipeline at all times. The Contractor will never be or deemed to be in control of the Gas Pipeline, or any other property belonging to the Customer.

3. Subcontractor

- 3.1. The Contractor is entitled to perform a part of its contractual obligations also by means of a third party (hereinafter referred to as a "Subcontractor"). However, the Parties exclude the possibility that the Contractor perform the entire Work by means of a Subcontractor(s).
- 3.2. The Contractor is entitled to provide any performance under this Contract by means of a Subcontractor only following prior written consent from the Customer. The Contractor shall submit to the Customer a request for consent pursuant to the previous sentence, together with a list of Subcontractors at least two weeks prior to commencing implementation of the Work.
- 3.3. At the Customer's request, the Contractor must provide appropriate evidence of the competency of any Subcontractor for performing the respective activities. The Customer reserves the right to reject any proposed Subcontractor.
- 3.4. The Contractor shall be liable to the Customer to the full extent for any performances implemented by the Contractor's Subcontractors. Any relevant obligations applying to the Contractor under this Contract shall identically apply to the respective Subcontractor(s).

IX. Handover of the Workplace and Acceptance of the Work

1. Handover of the Workplace

- 1.1. Before commencing implementation of the Work, the Customer shall hand over by protocol the place in the Customer's relevant structures of the cleaning trap (the Workplace) to the Contractor for the purpose of allowing performance of the Work within the agreed deadline. The moment of protocol acceptance of the Workplace at which the Work is to be performed, is that when the respective acceptance protocol is signed by authorised representatives of both Parties. Photo documentation concisely documenting the state of the Workplace prior to performing the Work may, if necessary, be attached to each such protocol.
- 1.2. Following the end of performance of the Work at the Workplace, the Contractor is required to put the Workplace back into its original state, unless the Parties' representatives agree otherwise in a particular case, and to hand it over back to the Customer without undue delay.

2. Acceptance of the Work

- 2.1. The Customer is obliged to accept from the Contractor only properly performed work. The confirmation of acceptance of the Work is the final acceptance protocol, which the Contractor is required to draw up following the fulfilment of all its obligations towards the Customer under this Contract. The final acceptance protocol is valid, only once confirmed by both Parties. The protocol shall be done in duplicate, of which each Party shall retain one counterpart. The Contractor shall call on the Customer to accept the performed work at least 7 days in advance. For avoidance of any doubts, each part of the Work performed under point 2, Article I, shall be subject to acceptance via respective (individual) acceptance protocol in a written form.
- 2.2. The final acceptance protocol pursuant to point 1 of this Article must contain at least the following particulars:
 - a) the business names of both Parties, including the authorised organizational units;
 - b) the names of both Parties' representatives attending the acceptance proceedings;
 - c) place and date of the acceptance proceedings;
 - d) an inventory of all works that the Contractor actually carried out;
 - e) an assessment of the quality of the Work;

- f) a list of defects and other deficiencies found during the acceptance proceedings, together with a list of the methods and deadlines for removing them or substitute performance;
 - g) other facts decisive for the Contract's performance and acceptance of the Work;
- 2.3. If Customer considers that the Contractor has not fulfilled its obligations in the full agreed scope, or that the Work was not performed properly and in the agreed quality, the Customer has the right to refuse acceptance of this part of the Work until the removal of the defects found. The Contractor in such case is required to remove the defect at its own costs within the term agreed in writing by the Parties' representatives, though no later than within 30 days.
- 2.4. All costs associated with the technical arrangement of the acceptance proceedings, including the necessary proof of fulfilment of contractual obligations, shall be borne by the Contractor.

X. Warranty, Liability for Defects and Damage Liability

1. Warranty and liability for defects

- 1.1. The Contractor shall be liable for defects on the Work that the Work has at the time of its handover to and acceptance by the Customer. The Contractor shall be liable for defects arising on the Work also following that time, if they have been caused through a breach of its obligations.
- 1.2. The warranty period for the Work is 12 months from the date of the final acceptance protocol being signed by both Parties. The 12-month warranty shall cover mainly the features types and location of corrosion defects, manufacturing and structural defects, pipeline dents, anomalies of girth welds, eccentric sleeves, and other findings (hereinafter as "findings") shown in reports according to point 2, Article I. and also the sizing details of findings shown in reports according to point 2, Article I.
- 1.3. In the case that the Work has defects, and the Customer has duly exercised a claim against the Contractor within the warranty period, the Customer shall have the right during the term of the warranty period to have these defects removed by the Contractor free of charge. In such a case Contractor shall re-analyze the inspection data in the relevant part of the respective report according point 2, Article I, or other deliverables containing the defect and provide the Customer with a revised Final Report or other deliverables within four weeks of receipt of the claim for the removal of the defect, provided that the Contractor shall not be obligated to remedy the defects, unless Customer informs Contractor in writing within the warranty period. If despite Contractor's reasonable efforts, a non-conforming services cannot be remedied as provided herein, Contractor shall refund or credit monies paid by Customer for such non-conforming services. The Contractor shall not be liable for defects that arise or are discovered after expiration of the warranty period.
- 1.4. The Contractor is responsible for any deficiency caused by its failure adequately to perform the Work in accordance with the Contract within the time period in point 1.2 of this Article.

2. Damage compensation

- 2.1. A Party that breaches its contractual obligations (the obligor) shall be required to compensate for damage caused thereby to the other Party (the entitled party). The total aggregate liability of a Party for all claims of any kind, whether in Contract, warranty, indemnity, strict liability, or otherwise, arising out of or in connection with the Contract or the services, shall not exceed three times the value of the Contract or the amount of 1 million (one million) EUR whichever is lesser, and the other Party shall release, defend, indemnify and hold the Party harmless from and against any claims, losses, costs, damages and expenses which exceed this amount. The Parties have concurrently also accepted and agreed that they shall compensate one another only for actual damage, whilst compensation for lost profits and other consequential damages is precluded by agreement of the Parties.
- 2.2. In cases when the Contractor is in the position of the obligor and the Customer is in the position of the entitled party pursuant to point 2.1 of this Article, the limitation of the liability (total aggregate liability) set out in point 2.1 of this Article shall not apply to the extent that the damage incurred is covered by insurance under article XVII hereof. In such cases, the Contractor is obliged to file a respective claim with the insurer and the Contractor's liability shall extend up to the full amount indemnified under the insurance. Notwithstanding any other provisions of this Contract, this point 2.2 shall also apply if the damage incurred has character of a loss of profit or other consequential damage, or if such damage has not been caused by the Contractor's gross negligence or wilful misconduct.

However, if the liability cap under point 2.1 of this Article exceeds the amount indemnified under the insurance, the Contractor shall remain liable up to the limit set out in point 2.1 of this Article and the previous sentence shall not apply.

- 2.3. The Customer shall indemnify, defend and hold Contractor harmless from and against any and all claims, losses, costs, damages and expenses of every kind and nature, including legal expenses, with respect to sickness, injury or death of any person employed by Customer and loss of or damage to its respective real and personal property and / or that of its contractors/subcontractors related to this Contract or of its guests or agents arising under or in connection with the undertaking of the services. This indemnity shall be without regard to the cause or causes, thereof, of any claim, including without limitation, the negligence (whether sole, joint, concurrent, comparative, contributory, active, or passive), strict liability, premises liability, product liability, breach of Contract, breach of warranty, violation of statute, or other fault of Contractor, and whether or not caused by a pre-existing or defective condition of Contractor's equipment, except to the extent of any gross negligence or wilful misconduct of Contractor.

Subject to Article X, point 2.1, the Customer shall indemnify, defend and hold Contractor harmless from and against any and all claims, losses, costs, damages and expenses of every kind and nature with respect to personal injury or death, or disease or loss of or damage to the property of any third party to the extent and in the proportion that such any injury, loss or damage is caused by the gross negligence or wilful misconduct of the Customer.

- 2.4. Contractor shall indemnify, defend and hold Customer harmless from and against any and all claims, losses, costs, damages and expenses of every kind and nature, including legal expenses, with respect to sickness, injury or death of any person employed by Contractor and loss of or damage to its respective real and personal property and / or that of its guests or agents (save as such property of Contractor including but not limited to Inspection Device and other Contractor's equipment which is in custody of Customer or its contractors, subcontractors or of its guests or agents) arising under or in connection with the undertaking of the services. This indemnity shall be without regard to the cause or causes, thereof, of any claim, including without limitation, the negligence (whether sole, joint, concurrent, comparative, contributory, active, or passive), strict liability, premises liability, product liability, breach of Contract, breach of warranty, violation of statute, or other fault of Customer, and whether or not caused by a pre-existing or defective condition of Customer's site or Customer's equipment, except to the extent of any gross negligence or wilful misconduct of Customer.

Subject to Article X, point 2.1, Contractor shall indemnify, defend and hold Customer harmless from and against any and all claims, losses, costs, damages and expenses of every kind and nature with respect to personal injury or death, or disease or loss of or damage to the property of any third party to the extent and in the proportion that such any injury, loss or damage is caused by the gross negligence or wilful misconduct of Contractor.

- 2.5. In the case of the Inspection Device becoming stuck in the Gas Pipeline, all costs associated with releasing the stuck Inspection Device shall be borne by the Contractor, unless proven that the Inspection Device became stuck due to reasons for which the Customer is culpable. In the case that the Contractor's Inspection Device is stuck in the Gas pipeline due to reasons for which Contractor is liable, the Customer shall ensure removal of the Inspection Device at the Contractor's cost, subject to the limit set in point 2.1 of this Article. The Contractor shall provide the necessary cooperation, in particular assistance and support for locating the Inspection Device in the Gas Pipeline.

XI. Contractual Penalties

1. If the Contractor is in delay with the execution and handover of the Work (if the Contractor fails to deliver the duly executed work within the agreed deadline) or is in delay with handing over a respective part of the Work as set out herein, the Customer shall be entitled to invoice the Contractor a contractual penalty in the amount of 1.0% of the total price of the Work for each week of delay, at maximum up to 20% of the total price of the Work (a week began shall be billed pro rata).
2. In the event of default in satisfying the financial obligation, the creditor shall be entitled to invoice the debtor interest on arrears in the amount of 0.02% of the amount outstanding for each day of default.

XII. Occupational Safety & Health and Fire Safety

1. The Contractor, in performing the Contract, shall be responsible for:
 - a) preparing and taking measures for ensuring occupational safety & health (hereinafter simply "OSH") and fire safety (hereinafter simply "FS"), coordinating activities and ensuring awareness among its personnel and persons acting on its behalf, as well as the Customer's personnel and persons acting on its behalf at the place of performing the Work when the Customer's entitled interests may be jeopardised in connection with performance of the Work. The Contractor is obliged to take all necessary steps to ensure, in a scope appropriate to the subject-matter of the Contract and in connection with its performance, the safety of its personnel, persons acting on its behalf, as well as the Customer's personnel and other persons present at these premises with the Customer's knowledge;
 - b) for the qualification, professional and health fitness of its personnel and persons acting on its behalf; the Contractor shall be obliged to instruct its personnel and persons acting on its behalf on OSH and FS regulations;
 - c) the fulfilment of tasks arising under the provisions of applicable legal regulations in the field of FS while performing activities associated with increased risk of fire; the Contractor is obliged to inform the Customer's responsible representative of such activity;
2. The Contractor further undertakes to:
 - a) comply with legal regulations for ensuring OSH and FS; comply with other regulations, work safety principles, health and safety at work principles and safe behaviour principles at the Customer's workplaces, comply with set working procedures and internal regulations of the Customer for ensuring OSH and FS with which it has been provably familiarised;
 - b) act so as to allow the Customer's employees and third Parties to fulfil obligations for ensuring OSH and FS,
 - c) notify the Customer without undue delay of any shortcomings and other material facts that could jeopardise the occupational safety & health of the Customer's personnel that it learns of in connection with performing the Contract,
 - d) comply with the prohibition on smoking and consumption of alcohol, narcotics and psychotropic substances at the Customer's workplaces; an employee of the Contractor (or person acting on its behalf) is required to submit to an examination performed by the Customer's authorised personnel for the purpose of ascertaining whether he is not under the influence of alcohol, narcotics or psychotropic substances; in the case of a positive result from this examination, the affected employee of the Contractor shall become unacceptable for the Customer, and the Contractor shall be required, in such case, to accept the Customer's request for his immediate exclusion from the Workplace or from the Customer's premises, and for such an employee to be replaced by another competent member of personnel;
 - e) perform the Work only once its personnel or persons acting on its behalf have completed OSH and FS training given by a competent employee of the Customer prior to the Work's performance and thereafter at intervals set by the Customer;
3. The Contractor is furthermore required:
 - a) in the case of a change in the number or composition of its personnel, or of its Subcontractors' personnel, it shall inform the Customer forthwith of this change (increase in the number, exchange of employees, etc.), if such a change relates to persons involved in the execution of the Work, and to ensure the instruction of these personnel on OSH and FS by the Customer's competent employee;
 - b) ensure that workplaces, machinery, equipment, tools, etc. that it uses in performing the Work do not jeopardise OSH and FS; for this purpose, the Contractor is required to check, maintain and repair them as needed;
 - c) equip its employees, at its own costs, with personal protective work gear appropriate to the environment in which they perform the Work, visibly bearing the name of the Contractor's firm, and is concurrently responsible also for equipping and marking persons acting on its behalf in connection with performance of the Contract; the Contractor is also required to ensure that its personnel and persons acting on its behalf move only within the designated workplace and within the premises defined by the Customer.
4. The Contractor shall be responsible for maintaining documentation relating to the performance of the Work in the scope and quality specified by applicable legal regulations.

5. If, during performance of the Work, circumstances arise on the basis of which the Customer, pursuant to the Regulation of the Government of the Slovak republic No. 396/2006 Coll. is required to ensure coordination of safety by means of an appointed coordinator, the Contractor is required to inform the Customer of this in writing.
6. The Contractor is obliged to approve in advance with representative of the Customer competent for technical matters, working procedures for the activities of the Contractor's Personnel or of persons acting on its behalf, and connected with performing the Contract that present a direct hazard for the Customer's employees or that may have a negative impact on the safe operation of technical equipment operated by the Customer.
7. Costs incurred by the Customer due to a breach of regulations for ensuring OSH and FS by the Contractor's Personnel or by third Parties acting on behalf or on account of the Contractor in connection with performing the Contract shall be borne by the Contractor;
8. The Contractor shall be liable also for damages incurred by the Customer through a failure to perform or inadequate performance of preventive measures and other measures for ensuring OSH and FS by the Contractor, and through insufficient coordination and awareness in connection with performing the Contract.
9. The Parties undertake to inform one another about all matters related to the implementation of OSH and FS tasks, about possible threats and preventive measures taken, and of which they have learnt in connection with performing the Contract, with the aim of precluding or eliminating the possibility of an incident.

XIII. Environmental Protection

1. The Contractor, in performing this Contract, undertakes to carry out activities connected with performing the Work in accordance with applicable regulations on protection of the environment, land and forest fund, and to fulfil conditions imposed by environmental protection authorities.
2. If the Contractor performs the Work at variance with its obligations under this Contract, or under applicable legal regulations, it shall be obliged to immediately perform remedy. The Customer shall release, defend indemnify and hold the Contractor harmless from and against any claims, losses, costs, damages and expenses for pollution and environmental damage arisen in performing the Work as well as for removing the consequences of such damage caused in performing the Work, which exceed the amount agreed in Article X, point 2.1. Provisions of Article X, point 2.2 shall apply mutatis mutandis.

XIV. Licensing Provisions

1. Under this Contract, the Contractor grants the Customer a non-exclusive and time-unlimited license for using Software (including updates and/upgrades thereto) supplied by the Contractor pursuant to point 4 of Article I hereof (hereinafter simply "licences").
2. The Customer shall be entitled to use the Software on an unlimited number of devices.
3. The Contractor declares, that is the beneficial owner of the delivered Software and delivered licence, in the case where the Contractor is not the beneficial owner of license rights to the Software, the Contractor shall be required to submit to the Customer, also a declaration as to who is the beneficial owner of the license rights to the Software, and an officially verified copy of a confirmation of the competent tax authority on its tax residence.
4. The Customer shall be entitled to use the Software only for the purposes and in accordance with the conditions stated herein.
5. The Contractor declares that it has copyright to the Software and/or that it is entitled to provide the licence to the Customer in the scope stated herein. The above copyrights may not be charged to any third-party rights that would prevent the proper exercise of licences to the Software, else the Contractor shall be liable for damage caused thereby. The Contractor concurrently undertakes to perform, at its own costs, all effective measures for protecting its intellectual property rights, as well as protecting the Customer's rights arising from the licenses provided, and for which the Customer undertakes to provide the Contractor the necessary assistance.
6. The Contractor declares that Software and its upgrade is a standardized product which is intended for use by different customers. The product was not created specifically for a particular customer nor was adjusted for the

individual customer – eustream, a.s., based on its requirements. The adjustments of software were not adapted significantly and only related to the installation of the Software on the Customer's hardware.

XV. Circumstances Excluding Liability

1. Circumstances excluding liability shall be deemed any obstacle that occurred independently of the will of the obliged Party and that prevents it from performing its obligation, unless it can reasonably be expected that the obliged Party could have averted or overcome this obstacle or its consequences, and, furthermore, that at the time of establishing this obligation it could have foreseen this obstacle.
2. Liability is not excluded by an obstacle arising at a time when the obliged Party was in delay in performing its obligation, or which arose from this Party's economic circumstances. The impacted Party shall promptly notify the other Party in the event of a delay under this Article XV.
3. The effects of circumstances excluding liability are limited only to the period during which the obstacle with which these effects are connected lasts.
4. Circumstances excluding liability release the obliged Party from the duty to settle damages, pay a contractual penalty and other contractually agreed penalties.
5. The term for performance shall be extended by the period of duration of circumstances excluding liability so as to be acceptable for the entitled Party. During this period the entitled Party shall be denied the right, if any exists, to withdraw from the Contract.

XVI. Termination of the Contract

1. Each of the Party is entitled to withdraw from this Contract in cases laid down by law, or by this Contract, particularly though in the case where the other Party grossly breaches its contractual obligations arising hereunder. The legal effects of withdrawal from the Contract due to a gross breach shall occur on the day of delivery of the written notice of withdrawal to the other Party.
2. The Parties have agreed that a gross breach, for the purposes of this Contract, shall mean:
 - a) the violation of a contractual obligation that is expressly indicated herein as a gross breach of Contract, or
 - b) such breach of the Contract about which the obliged Party, i.e. the Party breaching the Contract:
 - knew at the time of breaching the Contract, or
 - should have known, having regard to all circumstances known to it at the time of the breach of Contract, or
 - could have known, having regard to all circumstances that should have been known to it at the time of the breach of Contract in exercising due professional care,that the other (entitled) Party will have no interest in such performance, or
 - c) a breach of any other contractual obligation arising hereunder by the obliged Party, if remedy is not made even following the expiry of an additional reasonable period provided by the entitled Party in a written demand for removal of the breach.
3. Either Party is entitled to withdraw from this Contract also in the case where circumstances excluding liability under Article XV hereof last continuously for more than 6 months.
4. The Customer has the right to withdraw from this Contract also without stating the reason, i.e. without there being any breach of Contract from the side of the Contractor, where in such case the Customer shall be required to pay the Contractor compensation in the amount of:
 - 10% of the Price for Mobilization as set in Annex 2 hereto - Price List (hereinafter simply "Price for Mobilization"), if withdrawal from the Contract is made within 10 to 15 days prior to the mobilization date agreed in the Plan of inspection;

- 25% of the Price for Mobilization, if withdrawal from the Contract is made within 5 to 9 days prior to the mobilization date agreed in the Plan of inspection;
 - 40% of the Price for Mobilization, if withdrawal from the Contract is made within 1 to 4 days prior to the mobilization date agreed in the Plan of inspection;
 - 100% of the Price for Mobilization, if withdrawal from the Contract is made after the Contractor has transported the inspection device to the place of performing the Work.
5. The Customer is entitled to withdraw from this Contract free of charge and without stating any reason in the case where it withdraws from the Contract 16 or more days prior to the mobilization date agreed in the Plan of inspection, or at any time before the Contractor's acceptance of the Plan of inspection has been delivered to the Customer (in which case the compensations stated in Point 4 of this Article shall not apply).

XVII. Insurance

1. The Contractor undertakes to maintain a valid insurance certificate for liability for damages caused in connection with the performance of its business activities to cover damages for bodily injury, property damage and pollution on a sudden and accidental basis (hereinafter simply "Insured Risks") up to the amount of at least 3 000 000 € (in words: three million euros) per one and all events during insurance period (1 year), so that the Insured Risks are covered by the aforementioned insurance continuously throughout the term of this Contract, and the whole duration of the warranty period under point 1.2. of Article X hereof.
2. The Contractor is obliged to submit a copy of a valid confirmation by the insurer of the conclusion of validity of an insurance certificate pursuant to point 1 of this Article (hereinafter the "Insurance Certificate") to the Customer no later than 5 working days from the day of this Contract becoming valid. In the event of the original insurance certificate being extended, or a new insurance certificate being concluded during the term of this Contract, the Contractor shall be obliged to submit to the Customer a copy of the respective valid Insurance Certificate proving fulfilment of the requirements under point 1 of this Article no later than 5 working days of the effective date of the new or extended insurance certificate.
3. Until the Contractor presents to the Customer a copy of a valid Insurance Certificate demonstrating fulfilment of requirements under point 1 of this Article, as well as in the case of a breach of any obligation of the Contractor under this Article hereof, the Customer shall be entitled to disallow the Contractor from performing work at the place of performing the Contract, or to order the immediate suspension of performance of the Work at the place of the Contract's performance. The obligations of the Contractor under this Contract, including the obligation to observe the Contract performance deadlines, shall not be affected in such case.
4. A breach of the obligation under point 1 of this Article shall be deemed a gross breach of Contract from the side of the Contractor.

XVIII. Final provisions

1. Confidentiality

- 1.1. The Parties undertake that they shall observe confidentiality concerning business and technical information provided by one Party to the other. Each Party may use this information solely for the purpose of performing the Contract.
- 1.2. The duty obligation of maintaining commercial secrecy and confidentiality shall persist also following the end of the Contract.
- 1.3. The obligation to maintain confidentiality under this Contract shall not apply to the obligation to disclose information according to legal regulations.

2. Governing law and dispute resolution

- 2.1. This Contract, as well as the rights and obligations resulting from it, including the assessment of its validity, as well as the consequences of any invalidity of this Contract, shall be governed and interpreted on the basis of and in accordance with the laws of Austrian republic.

- 2.2. The Parties have agreed that any disputes arising under this Contract shall be resolved by mutual agreement between the Parties. Any dispute which cannot be settled amicably shall be decided by arbitration in accordance with the Rules of the Arbitration Court of the International Chamber of commerce by three arbitrators appointed. The venue of arbitration proceedings shall be Vienna. The arbitration proceedings shall be held in English.

3. Invalid Provisions

- 3.1. Should any of the provisions contained herein become invalid, unlawful or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 3.2. Should any of the provisions of this Contract become invalid (e.g., as a result of a change to generally binding legal regulations), the Parties undertake to replace such invalid parts hereof by new provisions that comply with generally binding legal regulations and whose content most closely approximates to the purpose of the Contract intended by the Parties.

4. Validity and Effect of the Contract

- 4.1. This Contract shall enter into force and effect on the day of its signing by both Parties.
- 4.2. If the Plan of Inspection according to point 1, Article II of this Contract is not provided to the Contractor even until 12 months from the date of signing of this Contract by both Parties, this Contract shall cease to be effective (resolutive condition).

5. Written Form

- 5.1. The Parties have agreed that unless expressly provided otherwise in this Contract or in annexes hereto, or unless the Parties agree otherwise during performance of this Contract, the written form of communication between the Parties during performing this Contract shall be required as standard, whilst the Parties shall generally accept communication by commonly used e-mail programs, including electronic documents in standard and commonly used and available formats (e.g. MS Office document formats: DOC, XLS, PPT, graphic document formats PDF, JPG, etc.).
- 5.2. The Contract is executed in English language. Each Party shall receive 2 copies.
- 5.3. The Contract may be amended or supplemented in accordance with applicable legal regulations only following mutual agreement between the Parties by way of written addenda, which shall be valid only if duly signed by both Parties.
6. Should the Contractor disclose the personal data of the data subject (as defined by the applicable data protection legislation) to the Customer, the Contractor declares to have the appropriate legal basis for such disclosure and to have informed the respective data subjects in advance about this disclosure, as well as about the fact that information on the processing of the personal data in the Customer's information system is published on the Customer's website. (<http://www.eustream.sk/>). The Contractor undertakes to prove the existence of the appropriate legal basis at any time at the Customer's request.
7. All Intellectual Property residing in any information, materials, products and equipment of any nature whatsoever supplied by one Party to the other under this Contract shall belong exclusively to and shall remain the property of the Party supplying the said Intellectual Property.
 - 7.1. The Consumer agrees that all Intellectual Property in all data, specifications, solutions, drawings, know-how, technical information, inventions and technologies developed, obtained, created, written, prepared or discovered by the Parties or by either Party as a result of the performance of the Contract shall reside solely in Contractor and Contractor shall have the exclusive right to protect, exploit and enforce its rights to those Intellectual Property Rights. The Parties agree that the transfer of information under this Contract shall not constitute a prior publication in terms of a potential patent application that Contractor may want to file, thereby not being prejudicial as to novelty.
 - 7.2. Except for the Reports, and unless specifically approved by Contractor in writing in advance, none of the printouts, documents or other information provided by Contractor to the Consumer will be communicated or furnished to a third party by the Consumer except as required by applicable law or regulation to be provided to relevant local authorities. In the case Contractor supplies the Consumer with any Software for data handling, this Software shall remain the sole property of Contractor. The Consumer is only

licensed to use this Software for its own purposes in connection with the Contract.. For the avoidance of doubt, a company NET4GAS, s.r.o., registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, insert 108316 with its registered office at Na Hřebenech II 1718/8, 140 21 Prague 4 – Nusle, ID No.: 27260364, being the owner and operator of the gas pipeline in Czech Republic shall not be considered third-party for purposes hereof. The Parties expressly agree that the Final report shall be disclosed by the Customer to NET4GAS, s.r.o. insofar as it relates to the part of the Gas Pipeline owned and operated by NET4GAS, s.r.o.

8. The following annexes form an integral part of the Contract:

1. Technical specification
2. Price List
3. Accuracy of Data Detection and Specification of the Inspection Devices
4. Timetable of Works
5. Guideline of eustream, a.s. no. TA.R.05.01.15: "Contractors and contractual partners' obligations in the transmission network protection zones, in the premises and at the technology equipment of the company eustream in the area of OHS and the environment"
6. List of Contact persons

In Bratislava, dated

In, dated.....

Customer:

Contractor:

.....

.....

.....

.....

ANNEX No. 1 – TECHNICAL SPECIFICATION

The Customer intends in 2026 to perform internal inspections of selected sections of transmission gas-lines in order to collect data from the lines of the transmission network, by means of which the technical condition of operated lines is monitored. Detected are the corrosion defects, manufacturing and constructional defects, bursts of pipeline, anomalies of girth welds and other findings. Based on the results of internal inspections it is determined a schedule of repairs of corrosion and other defects of pipeline and the priorities for repairs are identified. Results of internal inspections enter as an essential factor in the module of pipeline risk PIMS (Pipeline Integrity Management System).

Internal inspections should be performed using high resolution Magnetic flux leakage (MFL) technology, size DN1400/56”.

The Customer intends to perform the internal inspections of following sections in total length 448,2 km:

| No | Line Section | Diameter | Length of Line | Steel grade | Wall thickness |
|----|--|-----------|----------------|-------------|---------------------------|
| | | (DN / ”) | (km) | | (mm) |
| 1 | 4th line KS01 - KS02 | DN1400/56 | 112,1 | X70 | 15,6 – 18,6 – 21,9 – 25,1 |
| 2 | 4th line KS02 - KS03 | DN1400/56 | 110,7 | X70 | 15,6 – 18,6 – 21,9 – 25,1 |
| 3 | 4th line KS03 - KS04 | DN1400/56 | 112,7 | X70 | 15,6 – 18,6 – 21,9 – 25,1 |
| 4 | 4th line KS04 - HPS Lanžhot (Czech Republic) | DN1400/56 | 112,7 | X70 | 15,6 – 18,6 – 21,9 – 25,1 |

The whole Contract covers the following activities and services:

- 1 Mobilization of the Contractor’s personnel and inspection equipment including accessories to the place of inspection.**
- 2 Inspection Device Run in the designated sections.**
- 3 Preparation and delivery of an operation reports in electronic form.** Operations report will summarize information that are specified in Chapter 7.1 of POF 100.
- 4 Processing and supply of the preliminary report in electronic form:**
 - 4.1 A preliminary report will contain the most important anomalies that are stated in Chapter 7.2 of POF 100.
 - 4.2 Declaration of admissibility of data quality for preparing the final Report.
 - 4.3 List of metal loss defects detected during the preliminary analysis, with which the depth exceeded 80%, and this including the indication of the absolute distance of these defects.
 - 4.4 Information on the metal loss defects with the estimated repair factor (ERF) exceeding the value of 1.3, if such information is available at that time.
 - 4.5 It is required to deliver the preliminary report within a maximum of 2 weeks from receipt of data at Contractor facilities in PDF format only.
- 5 Processing and supply of the final report for each section according to following standards:**
 - a) according to updated ASME B31G standard. The 2 x 2 interaction rule will be applied.

The reports must be compiled in written and digital form in accordance with the document Specifications and requirements for intelligent pig inspection of pipelines, Versions 100, Pipeline Operators Forum“ (hereinafter POF 100), at least in the following scope:

5.1 Metal loss report in the form of protocol (inspection sheets)

- a) setting-out protocols for at least the 15 most severe defects
- b) graphs with color-coded data for the defects (overview plots and detail contour plots)
 - That is a graphical representation of the magnetic response derived from the corresponding metal loss.
 - We require a minimum of 15 defects displayed in this way.

5.2 Summary report on pipeline findings:

5.2.1 Information about metal loss at least in the scope of:

- a) ERF graphs (sentenced plot);
- b) pressure histograms (pressure based histogram);
- c) depth histograms (depth based histogram);
- d) graph specifying the position of the defect in the pipeline (orientation plot);
- e) list of most serious defects (severity table) – it is required in the scope of at least 25 defects.

5.2.2 Information about the pipeline at least in the scope of:

- a) graph showing the speed of the inspection equipment in the pipeline (velocity plot);
- b) report on metal objects in the vicinity of the pipeline (metal object report);
- c) report on the eccentric sleeves (eccentric casing report);
- d) report on pipeline dents (dent report);
- e) report on anomalies in girth welds (girth weld anomaly report);
- f) list of previous repairs (repair listing);
- g) list of positions of reference points (location reference point listing);
- h) list of changes in the nominal wall thicknesses (wall thickness change listing).

5.2.3 List of inspection findings (pipeline listing):

All inspection findings must be identified, specified in consequential order and described according to POF 100 chapter 2. Each finding detected by internal inspection must include at least the following information:

For girth welds:

- weld number
- absolute distance from the start
- length of individual pipes
- bending of the pipe and its direction (if applicable)

For metal loss:

- recorded absolute distance from the start
- girth weld number
- nominal or reference pipe wall thickness
- description of defect, finding, including the type
- distance to the previous girth weld (relative distance)
- The length of the pipe on which the finding is located
- defect orientation
- defect length
- defect width
- defect depth
- ERF value
- Inside / outside defect indication
- In the event of a manufacturing fault, the same data will be provided except for the ERF value.

For pipe fittings and all other findings:

- Recorded absolute distance of the finding
- Distance of the finding to the preceding girth weld (relative distance)
- Description of the type of finding
- Defect orientation

6 Delivery of the PC software for displaying the inspection data. Functional requirements for the software for displaying the inspection data are at least:

- contain all the information provided in the final report.
- enable displaying the results from any selected part of the pipeline at different magnifications. The range of the magnification shall be specified by the Contractor.
- display data in a variety of formats, including Grey Scale
- enable data export to MS Excel
- allow re-clustering of metal losses without a license.
- enable recalculation of the severity of defects according to other standards, at least according to the modified ASME B31.G, DNV RP- F101, RSTRENG, etc.

7 Re-run

If for some reason the quality of the data collected from the inspection run is not sufficient and it is not possible to compile a full final report from the entire length of the line, it will be necessary to repeat the inspection run. Data quality evaluation will be within 24 hours of downloading data from the inspection equipment to the computer.

- If it is proved that the Re-run is due to non-compliance with the agreed conditions by the Customer, the Customer will pay the amount specified in Annex No. 2 for the Re-run to the Contractor.
- In the event that the Re-run is due to the failure of the Contractor, the Customer will not pay the amount specified in Annex No. 2 to the Contractor for the Re-run.

ANNEX No. 2: PRICE LIST**Prices are shown without VAT**

| No | Line Section | Diameter | Length of Line | Mobilization | Run | Re-run | Report |
|--|--|-----------|----------------|--------------|--------|--------|--------|
| | | (DN / ") | (km) | (Euro) | (Euro) | (Euro) | (Euro) |
| 1 | 4th line KS01 - KS02 | DN1400/56 | 112,1 | | | | |
| 2 | 4th line KS02 - KS03 | DN1400/56 | 110,7 | | | | |
| 3 | 4th line KS03 - KS04 | DN1400/56 | 112,7 | | | | |
| 4 | 4th line KS04 - HPS Lanžhot (Czech Republic) | DN1400/56 | 112,7 | | | | |
| TOTAL | | | 448,2 | | | | |
| 5 | Delivery of software – fill in one price in (Euro) | | | | | | |
| TOTAL amount in (EURO) together with software | | | | | | | |

Legend:

| | |
|--------------|---|
| Mobilization | price for mobilization |
| Run | price for run of inspection device |
| Re-run | price for repeated run of inspection device due to reasons caused by the Customer |
| Report | price for operation report, preliminary inspection report and final report |

ANNEX No. 3 - ACCURACY OF DATA DETECTION AND SPECIFICATION OF THE INSPECTION DEVICES

Customer request that Contractor should deliver Detailed tool data sheet performance and all detection and sizing accuracies for MFL technology that will be applied according to document „Specifications and requirements for in-line inspections of pipelines POF 100, November 2021“(hereinafter POF 100).

Table 1 – MFL Detection and sizing accuracy for metal loss in body of seam welded pipe (DN1400/56”)

| | Certainty | General metal loss | Pitting | Axial grooving | Circumf. grooving | Pinhole | Axial slotting | Circumf. slotting |
|---|-----------|--------------------|---------|----------------|-------------------|---------|----------------|-------------------|
| Depth at POD=90% | | | | | | | | |
| Depth sizing accuracy | 80% | | | | | | | |
| | 90% | | | | | | | |
| Width sizing accuracy | 80% | | | | | | | |
| | 90% | | | | | | | |
| Length sizing accuracy | 80% | | | | | | | |
| | 90% | | | | | | | |
| Minimum pinhole diameter at POD=90% if depth=50%t | | | | | | | | |
| Minimum pinhole diameter at POD=90% if depth=20%t | | | | | | | | |

Table 2 – MFL Detection and sizing accuracy for metal loss in weld or HAZ (DN1400/56”)

| | General metal loss | Pitting | Axial grooving | Circumf. grooving |
|---|--------------------|---------|----------------|-------------------|
| Depth at POD=90% | | | | |
| Depth sizing accuracy at 80% certainty | | | | |
| Width sizing accuracy at 80% certainty | | | | |
| Length sizing accuracy at 80% certainty | | | | |

Table 3 - Inspection tools specification for MFL (DN1400/56")

| | | DN1400/56" |
|--|----------------------|------------|
| Wall thickness range for full specification | (mm) | |
| Velocity range | (m.s ⁻¹) | |
| Temperature range | (°C) | |
| Pressure range | (bar) | |
| Minimum bend radius | (D) | |
| Minimum internal diameter | (mm) | |
| Min. full bore adjacent tees – centreline separation | (mm) | |
| Ball valve min. bore | (mm) | |
| Tool length | (m) | |
| Tool weight | (kg) | |
| No. of modules | | |
| Axial position accuracy for location of features | (%) | |
| Circumferential accuracy for location of features | (°) | |
| Minimum length for launcher | (mm) | |

ANNEX No. 4 – Expected - TIMETABLE OF WORKS

Mobilization of the equipment and personnel to the base in advance to prepare the device (tool) for the run. Four runs will mean four weeks of the activities in the following procedure:

Before the mobilization, a schedule of all activities in the field has to be mutually agreed.

Expected time of inspection is October 2026.

The time schedule of works can be modified on the basis of Contract signature and of actual needs and situation during works execution.

The time schedule modifications must be agreed by Customer representative.

Note 1: Customer will provide the assistance for inspection campaign consisting of transportation of inspection tool and equipment and the craneage.

Note 2: The inspection run in the line KS04 – HPS Lanžhot (Czech republic) is already firmly agreed with the company Net4Gas in the Czech Republic and can not be moved because of other commitments of Net4Gas.

Expected schedule is the following:

WEEK 1

- Mobilization – base KS04 Ivanka pri Nitre

WEEK 2

- Transportation of the inspection tool from the base to the trap and loading the tool into the trap – KS03 Velké Zlievce
- The inspection run in the line KS03 – KS04
- Unloading the tool from the trap and cleaning of the tool – KS04 Ivanka pri Nitre
- Cleaning of the inspection tool – KS04 Ivanka pri Nitre

WEEK 3

- Transportation of the inspection tool from the base to the trap and loading the tool into the trap – KS04 Ivanka pri Nitre
- The inspection run in the line KS04 – HPS Lanžhot (Czech republic) and unloading the tool from the trap
- Cleaning of the inspection tool – Czech republic
- Transportation of the inspection tool to the base – KS04 Ivanka pri Nitre

WEEK 4

- Moving of the inspection tool and all equipment to the base No. 2 – KS02 Jablonov nad Turňou
- Transportation of the inspection tool from the base to the trap and loading the tool into the trap – KS01 Velké Kapušany
- The inspection run in the line KS01 – KS02
- Unloading the tool from the trap and cleaning of the tool – KS2 Jablonov nad Turňou
- Cleaning of the inspection tool – KS02 Jablonov nad Turňou

WEEK 5

- Transportation of the inspection tool from the base to the trap and loading the tool into the trap – KS2 Jablonov nad Turňou
- The inspection run in the line KS02 – KS03
- Unloading the tool from the trap and cleaning of the tool – KS03 Velké Zlievce
- Cleaning of the inspection tool – KS03 Velké Zlievce

ANNEX No.6 LIST OF CONTACT PERSONS

Customer

| Technical matters | Phone | email |
|---------------------|------------------|--------------------------|
| Peter Soukup | +421376255284 | peter.soukup@eustream.sk |
| Contractual matters | | |
| Ján Repa | +421 2 6250 7167 | jan.repa@eustream.sk |

Contractor

| Technical matters | Phone | email |
|---------------------|-------|-------|
| | | |
| Contractual matters | | |
| | | |