

Framework Contract for Work

Reg. no. 103/19/EUS

concluded between the Contracting Parties:

eustream a.s.

and

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Contracting Parties

1. Customer

eustream, a.s.

Registered office: Votrubova 11/A, 821 09 Bratislava, Slovenská republika
Legal form: joint-stock company
Entered in: the Commercial Register of District Court Bratislava I,
Section: Sa, Insert No.: 3480/B

Represented by:

Comp. ID No.: 35 910 712
VAT ID No.: SK2021931175
Tax ID No.: 2021931175

Bank I: VÚB, a.s., Bratislava
Account No.: 110153/0200
SWIFT (BIC): SUBASKBX
IBAN: SK72 0200 0000 0000 0110 1153

Bank II: Tatra banka, a.s., Bratislava
Account No.: 2935700511/1100
SWIFT (BIC): TATRSKBX
IBAN: SK78 1100 0000 0029 3570 0511

Contact person for contractual matters:

Contact person for technical matters:

(hereinafter referred to as "Customer")

2. Contractor

Registered office:

Legal form:

Entered in:

Represented by:

Comp. ID No.:

VAT ID No.:

Tax ID No.:

Bank:

Account No.:

SWIFT (BIC):

IBAN:

Contact person for contractual matters:

Contact person for technical matters:

(hereinafter referred to as "Contractor")

(the Customer and the Contractor hereinafter referred to collectively as "Contracting Parties")

Definitions

The Customer and the Contractor agree that for the purposes of this Framework Contract for Work the following terms have the following meaning:

Acceptance Protocol	A written confirmation of the work takeover
Time Schedule	The Gantt chart with time sequence of individual steps, tests, and fulfilments of the work
Mid-Life Overhaul	Activities, works and/or other inevitable fulfilments prescribed by OEM and by this Contract
Mapping	The process of setting the DLE combustion process performed by a Contractor or OEM representative at the Station
Modifications (MOD)	Service bulletins which should be applicable as technical improvement in a scope necessary pursuant to the applicable OEM Manuals.
Must be Items	Must be Items consist of the works and/or fulfilments compulsory in the case of Mid-Life Overhaul prescribed by OEM. These items are provided in Annex No. 1 hereof under the name "Must be items".
Handover	The process at which the Contractor is handed over GG prepared for Mid-Life Overhaul and transport abroad. Handover is complete once the GG is loaded on the truck for shipment to Contractor's Repair Shop by Customer.
Handover Protocol	A protocol signed upon Handover
OEM	Original Equipment Manufacturer of GG, Siemens
Optional Items	Optional items consist of the works and/or fulfilments; execution of which may be required within the Mid-Life Overhaul but their inevitability and exact quantities will be known only after the performance of Initial Inspection. These items are provided in Annex No. 1 hereof under the name "Optional Items".
Repair Shop	A repair shop certified by the Original Equipment Manufacturer of GG, Siemens
Gas Generator (hereinafter referred to as "GG")	Gas Generator RB211 24G DLE, at the compressor station KS01 Veľké Kapušany <ul style="list-style-type: none"> a) serial number 1790-828 turbo set R4 b) serial number 1790-808 turbo set R3 c) serial number 1790-809 turbo set R1
Takeover	Process at which the Customer takes over the GG which occurs once the GG is delivered by Contractor to the Company Station after the Mid-Life Overhaul.
Test at the Station	Test after Mapping of GG proving the trouble-free operation of GG

Test in the Repair Shop	Test according to the OEM Regulation CTS 1193
SR	the Slovak Republic
Station	Compressor station KS01 Veľké Kapušany, 079 48 Veľké Kapušany, the Slovak Republic,
Status Report	A report executed during the Initial Inspection recording the current status of GG with defining inevitable scope of works and/or fulfilments during the Mid-Life Overhaul.
Initial Inspection	Inspection of the current condition of GG in the Repair Shop of the Contractor
Contract	This Framework Contract for Work

1. Subject-Matter of the Contract

- 1.1. The subject-matter hereof is a commitment of the Contractor to carry out for the Customer, based on the Partial Contracts, the Mid-Life Overhaul of GG after 75,000 hours according to the OEM Manual and within the scope specified herein. The Customer undertakes to pay the agreed price according to Art. 6 hereof to the Contractor for the duly executed Mid-Life Overhaul.
- 1.2. The Mid-Life Overhaul includes all fulfilments and deliveries within the scope and according to the technical specification as agreed by the Contracting Parties forming Annex No. 1 hereof including (but not limited to):
 - GG transport from the point of its Handover to the Contractor's Repair Shop and back according to Art. 3 hereof;
 - Initial Inspection;
 - Test performance in the Repair Shop of the Contractor;
 - Delivery of accompanying documentation in a paper and digital form.
- 1.3. The scope of the Mid-Life Overhaul will be specified in respective Partial Contract while the actual scope of the Mid-Life Overhaul will be adjust in dependence on the actual status of GG after its disassembly in the Repair Shop of the Contractor with the presence of the Customer.
- 1.4. The Contractor undertakes to ensure participation of a Contractor technician or a technician authorized by OEM for performance of the GG Mapping according to par. 5.2.13 hereof.
- 1.5. The Customer undertakes to take over the duly performed work and pay to the Contractor the price set in compliance herewith.

2. Method for the Partial Contract Conclusion

- 2.1. The Customer shall be entitled to deliver to the Contractor at any time during the validity hereof the proposal for the Partial Contract conclusion (hereinafter referred to as "Purchase Order") which shall contain at least:
 - a) Purchase Order number and its date of issue;
 - b) Identification of the Contracting Parties;

- c) Designation of this Contract;
 - d) Work specification (detailed scope of the work);
 - e) Total price based on the Contractor's bid submitted according to par. 2.10.;
 - f) date of the work performance;
 - g) Time schedule;
 - h) place of the work performance.
- 2.2. The Contracting Parties agree that the Customer's Purchase Order can be issued in the paper or electronic form. For the purposes hereof, the Purchase Order of the Customer scanned in the PDF format (or in other generally available graphical format such as JPG etc.) and sent to the e-mail address of the Contractor provided in par. 2.6 of this article hereof or via a web-based portal established by the Contractor shall be deemed to be a Purchase Order issued and delivered to the Contractor electronically.
- 2.3. The delivery of the Purchase Order by the Customer shall constitute a proposal for conclusion of a Partial Contract hereunder and confirmation of the Purchase Order by the Contractor shall mean the acceptance of this proposal. Contractor will confirm the Purchase Order issued and delivered in compliance with the terms stipulated herein.
- 2.4. The Contractor shall confirm the Purchase Order delivered in a paper form to the address of its registered office (by post, by a courier or in person) by its signature and provides the date and name of the authorised person. The Contractor undertakes to deliver the confirmed Purchase Order to the Customer without undue delay, however, no later than five (5) working days from the Customer's Purchase Order delivery date to the Contractor.
- 2.5. The Customer's Purchase Order delivered to the Contractor electronically shall be confirmed by the Contractor in the same manner as described in par. 2.4 of this article hereof and the confirmed Purchase Order shall be scanned in the PDF format (or in other generally available graphical format such as JPG etc.) and delivered to the Customer without undue delay, however, no later than five (5) working days from its sending date electronically (via e-mail) to the e-mail address of the Customer provided in par. 2.6 of this article hereof.
- 2.6. For the purposes of the Purchase Order delivery and conclusion pursuant to the provisions of this article hereof, the Contracting Parties agree upon the following authorised persons:

Authorized person of the Customer:

Name and surname	Position	E-mail	Tel.
Lenka Gažová	Strategic Purchaser	lenka.gazova@eustream.sk	+421262507147
Ján Repa	Strategic Purchaser	jan.repa@eustream.sk	+421262507167
Pavol Jurík	Purchaser	pavol.jurik@eustream.sk	+421262507184

Andrea Marčeková	Purchaser	andrea.marcekova@eustream.sk	+421262507187
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Authorized person of the Contractor:

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- 2.7. In case of a change of the authorised person and/or the address for sending Purchase Orders and/or conclusion of Partial Contracts, the Contracting Party with which the change occurred shall be obliged to notify this change to the other Contracting Party without undue delay in writing. In case of change of those data, it is not necessary to conclude an amendment hereto and the information sent to the other Contracting Party according to the previous sentence shall be sufficient.
- 2.8. The Contracting Parties agree that a written matter delivered by post, a courier, in person, or electronically (via e-mail) shall be deemed to be a delivered written matter according to this article hereof.
- 2.9. A Partial Contract shall be deemed to be concluded as of the moment of delivery of the accepted Purchase Order to the Customer.
- 2.10. Method for the Submission of bid**
- 2.10.1. Prior to issuance of the Purchase Order, the Customer shall be entitled to invite the Contractor for the submission of bid.
- 2.10.2. The invitation of the Customer to submit the bid, must be in writing and it must contain all conditions and information required for the bid elaboration and submission by the Contractor, however, mainly the scope of the required fulfilment according this Contract, place and date of delivery, method, place and period for the bid submission and criteria for bid evaluation along with other information necessary for the bid submission.
- 2.10.3. The basic rules for the bid submission will be provided in the relevant call (invitation) by which the Customer invites the Contractor to submit the bid.
- 2.10.4. The bid shall contain Total price including prices for all items i.e. Must be Items, Optional Items, Modifications as specified in Annex no 1 hereto.
- 2.10.5. The Customer shall be entitled to invite to submit a bid also third parties which have concluded a specific framework contract to this subject matter with Customer and allow them to submit competitive bids together with the Contractor. The Customer shall be entitled to conclude a specific Partial Contract with such a third party following the bid.
- 2.10.6. The invitation according to par. 2.10.2 of this article shall be sent by the Customer electronically via an electronic portal concurrently to all invited parties.
- 2.10.7. The Customer shall proceed in compliance with the conditions provided in the relevant call (invitation) for bids and shall specify the same conditions for all invited parties.
- 2.10.8. The Customer shall be obliged to evaluate bids according to the PRICE –

100 % criterion which shall be applied in a manner mentioned in the relevant call for bid.

- 2.10.9. The Contracting Parties agree that for the delivery purposes of calls for bids as well as for the communication purposes the contacts of the Contracting Parties provided in par. 2.6 of this article shall be used.

3. Place of Fulfilment

- 3.1. The activities pursuant to Art. 1, par. 1.1 shall be performed in the Repair Shop of the Contractor outside the territory of the Slovak Republic. The place of the GG Handover and Takeover is the Customer Station.
- 3.2. A particular place of the work performance shall be specified in detail in the relevant Purchase Order.

4. Date of the Contract Fulfilment

- 4.1. A particular date of the work completion shall be specified in the relevant Partial Contract.
- 4.2. Unless agreed otherwise between the Contracting Parties, the Customer shall be obliged to start the GG removal at the Station within 14 days from the conclusion of the Partial Contract.
- 4.3. Unless agreed otherwise between the Contracting Parties, the Customer shall be obliged to prepare the GG for the Handover together with all necessary permissions and/or licenses according to par. 5.2, letter c) within 14 days from the conclusion of the Partial Contract.
- 4.4. The Contractor shall not be responsible for the failure to observe the date of fulfilment caused by the circumstances on the part of the Customer.

5. Conditions of the Contract Fulfilment

- 5.1. During the fulfilment of the subject-matter hereof the Contractor undertakes to:
- a) Fulfil the contractual obligations under the terms of this Contract and the annexes hereto and of the relevant Partial Contract.
 - b) Transport GG from the Station to the Repair Shop and back (e.g. from the same Repair Shop to the Station) apart from the GG loading and unloading at the Station. For the avoidance of doubts: (i) the Contractor shall assume full responsibility for the GG and the components thereto from its Handover to its Takeover while it shall be responsible also for its loss, damage, or destruction; (ii) the Contractor shall bear all the costs related to any transport of the GG and components thereto from its Handover to its Takeover.
 - c) Ensure any customs procedures outside the territory of Slovak republic for the purpose of the Mid-Life Overhaul including all necessary permissions and/or licenses.

- d) Inform the Customer in regular weekly intervals on the state of the work progress.
- e) Invite the Customer to participate in the Initial Inspection no later than 14 days prior to the planned date of the Initial Inspection.
- f) Ensure that at the time of the Initial Inspection all disassembled parts are available at place for Customer's control apart from the parts, which would cause delay of the deadline for the Mid-life overhaul termination.
- g) Determine the date of the Initial Inspection in a manner so as not to jeopardize the date of fulfilment of the relevant Partial Contract.
- h) Carry out the Test in the Repair Shop of the Contractor in compliance with OEM and the CTS 1193 regulation.
- i) No later than 14 days prior to the scheduled date of the Test in the Repair Shop performance according to subpar. h) of this paragraph, invite the Customer to participate in the Test in the Contractor testing station.
- j) Observe all valid legal regulations covering performance of activities regarding performance of the subject matter hereof.
- k) Proceed with expert care.
- l) Invite the Customer to participate in the Takeover no later than 14 days prior to the planned Takeover.
- m) Inform the Customer, on time and without undue delay, on all important facts related to the subject-matter hereof and of the relevant Partial Contract that may jeopardize fulfilment hereof and of the relevant Partial Contract by the Contractor or cause the failure to observe the date of fulfilment agreed in the relevant Partial Contract according to the Time Schedule.
- n) Provably inform the representatives of the Customer participating in tests and/or control with the relevant safety policy and instructions at the place.
- o) Transport GG (transported from the Slovak Republic to another EU Member State or the third state to the Repair shop of the Contractor in order to carry out a Mid-life Overhaul) after performance of the respective part of the Mid-life Overhaul back to Slovak Republic from the same state where the transport of the GG from Slovak republic was ended.

During the fulfilment of the subject-matter hereof the Customer undertakes to:

- (i) Perform the GG loading on the carrier means of transport and its unloading at the Station.
- (ii) Ensure an insurance of GG for transporting GG from Station to the Repair Shop and back.
- (iii) Ensure the customs procedures on the territory of the Slovak Republic related to the GG outward processing (temporary export) for the purpose of the Mid-Life Overhaul and GG Reimportation back to the Slovak Republic, including all necessary permissions and/or licenses.
- (iv) Perform the Test at the Station.

- (v) No later than 1 week prior to performance of the Test at the Station, notify the Contractor of the date of the Test according to subpar. d) of this paragraph.
- (vi) Provably inform the representatives of the Contractor at the Station on safety and environmental regulations of the Customer at the Station.
- (vii) Proceed in compliance with all regulations and measures to ensure occupational health and safety and fire protection regarding the fulfilment hereof.
- (viii) Ensure access for the Contractor representatives to the Station in order to meet fulfilment of the subject-matter of the relevant Partial Contract, however, always with the presence of the Customer employee and provided the Contractor employees wear working clothes with the Contractor designation. The Contractor shall, at their own expense, be obliged to equip its representatives with the occupational protective clothing and equipment adequate to the environment and risks they are exposed to at fulfilment of the subject-matter of the relevant Partial Contract with their visible marking by an Customer logo. The Contractor shall be responsible for the equipment and marking personal protective occupational equipment of persons acting on its behalf. The Contractor representatives as well as all authorized persons acting on its behalf shall be obliged to use the allocated protective equipment in a prescribed manner.
- (ix) Provide for availability for the Contractor at the Station to inevitable technical documentation, drawing, service manuals etc.
- (x) Inform the Contractor, on time and without undue delay, on all important facts that may jeopardize or limit fulfilment of the relevant Partial Contract by the Customer or cause the failure to observe the dates of fulfilment.

5.2. Diagnostic Inspections, GG Tests and Fulfilment takeover

- 5.2.1. All diagnostic inspections and repairs performed by the Contractor within the work shall be in compliance with the relevant procedures and OEM specifications.
- 5.2.2. Evaluation of the diagnostic inspections of the GG parts which shall be performed by the Contractor in order to detect the its actual technical condition shall be carried out with the presence of the Customer. The date of evaluation of diagnostic inspections shall be proposed by the Contractor to the Customer at least 14 days in advance and it is subject to the mutual agreement between the Contractor and the Customer. The evaluation shall be confirmed by a written report which shall be confirmed by the representatives of both Contracting Parties. The report shall be executed in two counterparts one of which shall be received by every Contracting Party. If the Customer fails to participate in evaluation of the diagnostic inspections of the GG parts in relation to which a mutual agreement regarding the date has been reached, the Contractor shall carry out this evaluation even without its participation and shall send a counterpart an original of the written report of evaluation.
- 5.2.3. If based on the performed diagnostic inspections the Contractor finds out irreparability of some parts of GG, the Contractor shall submit to the Customer for approval the proposal with adjusted specification of the scope of the Mid-Life Overhaul including a proposal for price specification the attachment of

which shall be calculation of the adjusted price and a list of parts required for the GG assembly. Such proposal shall include a list of irreparable parts. Unless otherwise agreed by the representatives of the Contracting Parties, the Customer shall provide a written opinion on the submitted proposal for specification of the scope of the Mid-Life Overhaul and accept or refuse the proposal or its part no later than ten (10) working days from its date of receipt. The Contracting Parties agree that for the acceptance and refusal of such proposal the contacts of the Customer provided in par. 2.6. of the Article 2. shall be used.

- 5.2.4. Disassembled irreparable parts remain the property of the Customer and these shall be delivered to the Customer. Such irreparable parts shall be deemed to be junk scrap with the price of EUR 1 (for the customs purposes). The transportation costs shall be included in the work price.
- 5.2.5. The Contractor after the Mid-Life Overhaul of GG shall carry out the Test in the Repair Shop of the Contractor with the participation of the Customer. The Contractor shall propose the Test date to the Customer at least 14 days in advance. The exact date is subject to the mutual agreement between the Contractor and the Customer. Within this Test the Contractor shall prove to the Customer fulfilment of all obligations resulting from the agreed scope of the work in a usual manner and in compliance with the OEM regulation CTS 1193.
- 5.2.6. The Contractor's undertakes that parameters measured during the Test in the Contractor Repair Shop after the Mid-Life Overhaul shall comply with the limits provided in Annex No. 2 hereof.
- 5.2.7. After the Test performance in the Contractor's Repair Shop, a protocol shall be executed which shall be valid if confirmed by both Contracting Parties. The protocol shall be executed in two counterparts one of which shall be received by every Contracting Party.
- 5.2.8. If during the Test in the Repair Shop it is proved that the measured parameters fail to comply with the requirements according to par. 5.2.66 hereof, the Contractor shall be obliged to apply remedy at its own expense within the period agreed in writing by the representatives of the Contracting Parties in the protocol with the description of an (i) error, (ii) remedy method and (iii) the period of remedy application. Subsequently, a repeated Test in the Repair Shop shall be carried out. For avoidance of doubt, if performance of the repeated Test resulted in the failure to observe the date of fulfilment, the Customer shall be entitled to apply a contractual penalty according to par. 8 hereof against the Contractor.
- 5.2.9. The costs related to the participation of the Customer in evaluation of diagnostic inspections according to par. 5.2.2. and in the Test in the Repair Shop according to par. 5.2.55. shall be borne by the Customer.
- 5.2.10. If the Customer fails to participate in the Test in the Repair Shop within the agreed date according to par. 5.2.55., and this Test will be carried out at his request on the substitute additional date, the Customer shall be an obliged party and the Contractor shall be an authorized party.
- 5.2.11. If the Contractor fails to observe the agreed date of the Test evaluation in the Repair Shop according to par. 5.2.2. or the agreed date of the Test after the repair according to par. 5.2.55. or, if remedy is necessary according to par.

- 5.2.88., the Contractor shall be an obliged party and the Customer shall be an authorized party.
- 5.2.12. The obliged party according to par. 5.2.1010. and 5.2.1111. shall bear provable further inevitable costs of the authorized party incurred due to delay for the events described in par. 5.2.2., 5.2.55. and 5.2.88.
- 5.2.13. After GG installation in the acoustic cover at the Station, the Contractor shall provide Mapping by an authorized person, i.e. authorized technician of OEM or Contractor to carry out Mapping.
- 5.2.14. The Contractor shall fulfil its obligation to perform the work by its duly completion and handover to the Customer within the date and in the place according to the relevant Partial Contract.
- 5.2.15. The Contracting Parties agree that work implemented by the Contractor hereunder is subject to written takeover by the Customer, and such written takeover shall not be unreasonably withheld. Any informal takeover whether in the implied manner or by commissioning is excluded.
- 5.2.16. The takeover must be confirmed in writing by the representatives of both Contracting Parties in the form of the Acceptance Protocol which shall contain especially:
- business names of both Contracting Parties;
 - names of representatives of both Contracting Parties participating in the takeover;
 - place and date of signing of the Acceptance Protocol;
 - list of all activities performed by the Contractor within the work;
 - list of any defects and unfinished work found by the Customer which, however, do not prevent the work from functioning and the deadline for their elimination (this condition shall apply only if the Customer takes the work over from the Contractor despite such defects and unfinished work);
 - a list of the consumed material and spare parts
 - results of the Test at the Station
 - confirmation that all parts of the documentation were supplied,
 - confirmation that all disassembled irreparable parts were returned to the Customer,
 - any required instructions – recommendations for the Customer.
- 5.2.17. The work shall be deemed taken over only after signing the Acceptance Protocol by both Contracting Parties. If the Contractor is delayed in performing the Test at Station for reasons attributable to the Customer, the days of delay will be added to the agreed date of work fulfilment. If such reasons attributable to the Customer persist more than 30 days, Contractor is entitled to invoice the part of the Total price related to the duly executed part of the work while the respective part of the work shall be deemed taken over simultaneously. For avoidance of doubt, the remaining part of the Total price shall be invoiced after signing of the Acceptance Protocol.
- 5.2.18. The Customer shall not be obliged to take over the work if defects are found during the takeover procedure.

6. Price and Payment Terms

6.1. Price

- 6.1.1. The price for the Mid-Life Overhaul (hereinafter referred to as "Total Price") shall be determined in the relevant Partial Contract based on the Contractor's bid submitted according to par. 2.10.
- 6.1.2. If the Contracting Parties agree on a change in the scope of work, the Parties agree also on adjustment of the Total price.
- 6.1.3. Prices for activities or supplies that are not included in the Annex 1 (if any) shall be established by agreement of the Contracting Parties in the respective Partial Contract concluded upon applicable price offer of the Contractor.
- 6.1.4. The Total Price according to this Article are agreed in EUR excluding VAT. VAT pursuant to the applicable legal regulations shall be applied into the invoiced prices.

6.2. Payment Terms

- 6.2.1. Payment of the Total Price according to par. 6.1 of this article shall be performed by a bank transfer, in one whole, without advance payments, under the invoice issued by the Contractor to the Customer after takeover of fulfilment by the Customer according to Art. 5 hereof and after fulfilment of all obligations of the Contractor related to the work performance hereunder. A copy of the Acceptance Protocol according to Art. 5 hereof and a copy of the transport documents must be attached to this invoice.
- 6.2.2. The commitments of the Contracting Parties shall be paid in the EURO currency.
- 6.2.3. The invoice issued by the Contractor to the Customer must contain all compulsory data according to the valid regulations and, moreover, the following:
 - indication that the document is an invoice;
 - invoice serial number;
 - name and surname or name of the Contractor, address of its registered office, place of business or of the establishment, domicile or address of the place where the Contractor is usually present;
 - name of the Customer, address of its registered office, place of business, establishment
 - company registration number, tax identification number and identification number for tax (VAT ID) of both Contracting Parties;
 - place of the Contractor registration and number of the document based on which the registration occurred;
 - number of the Purchase Order of the Customer, number of the Contract including their designation and date of the Purchase Order issuance and date of the Purchase Order and Contract conclusion;
 - invoice issue date;
 - date when the service was provided or date of payment receipt (if the payment was received prior to goods delivery), if this date can be specified and if it differs from the invoice issuance date,

- if it is a trilateral trade, a reference to this fact in the invoice must be made;
 - quantity and type of the service provided;
 - due date of the invoice;
 - variable symbol;
 - constant symbol;
 - bank of the Contractor in the IBAN and BIC format (or in other form if IBAN is not used in the country of the beneficiary bank);
 - payment method: payment order;
 - VAT rate or data of exemption from VAT; in case of exemption from VAT a reference to the provision of the relevant act or the Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax as amended or verbal information "delivery is exempted from tax" or „reverse charge“ depending on the nature of the delivery (goods or service);
 - total VAT amount in EUR which must be paid;
 - VAT base for each tax rate, unit price VAT excluded and discounts and rebates, unless they are contained in the unit price;
 - deduction of paid advanced payments;
 - sum for payment;
 - name, signature and telephone extension of the invoice issuer's responsible person;
 - the invoice issuer stamp;
 - verbal information "invoice issuance by the customer" if the customer which is the goods recipient issues the invoice according to the valid legal regulations
 - verbal information "reverse charge" if the person obliged to pay VAT is the Customer
 - Tax representative identification data - name, surname, business name, address of his registered office or residence, his tax identification number (VAT number) if the Contractor is represented by a tax representative.
- 6.2.4. The maturity period of invoices is thirty (30) days following the date of their delivery to the other Contracting Party. Pecuniary obligation is considered performed on the date the outstanding amount is debited from the debtor's account to the creditor's account. If the last day of the maturity period falls on a public holiday, non-working day or holiday, the following first work day shall be accepted as the date of the pecuniary obligation fulfilment by the contracting partner under the identical price and payment conditions. If the debtor is the Customer, the public holiday, non-working day or a holiday means the public holiday, non-working day or a holiday in the Slovak Republic. If the debtor is the Contractor, the public holiday, non-working day or a holiday means the one according to the country of the Contractor registered office.
- 6.2.5. If the invoice does not contain the data agreed herein, the Customer shall be entitled to return the invoice to the Contractor without payment. In such a case, the invoice maturity in case of its return stops running and the Contractor shall not be entitled to apply any sanctions for delay of the obligation fulfilment against the Customer but it is obliged to issue a new

invoice hereunder stating a new maturity date starting from the submission date of the corrected invoice.

- 6.2.6. Bank fees on the territory of the Slovak Republic shall be borne by the Customer and bank fees abroad shall be borne by the Contractor. In case of breach of the payment terms and conditions, all bank fees shall be borne by the Contracting Party that caused the breach.
- 6.2.7. The Contracting Parties agree it is impossible to assign any rights or receivables hereunder without prior written agreement with the other Contracting Party.

6.3. Tax Matters

- 6.3.1. At settlement of their tax liabilities, the Contracting Parties proceed in compliance with the valid legal regulations of the country in which they are residents and according to the valid international legal standards with exclusion of a possibility to assume the tax liability on behalf of the business partner.
- 6.3.2. The Contractor shall submit an authentic official confirmation of tax (financial) office of the tax domicile (residence) to the Customer for signing hereof, at the latest on the date the first payment is made.
- 6.3.3. The Contractor shall submit an affidavit together with signature of the Contract 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 commercial 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.

- 6.3.4. If the Contractor implements the subject-matter hereof via its organisational unit located on the territory of the Slovak Republic, it shall submit to the Customer an authentic official copy of the Extract from the Commercial Register of this organisational unit not older than three (3) months.
- 6.3.5. If the Contractor is not a resident of the member state of the European Union (EU) or not being a resident of the member state of the European Economic Area and it has an organisational unit or a permanent establishment on the

territory of the Slovak Republic, it shall submit to the Customer an authentic official copy of the registration certificate as an income tax payer on the territory of the Slovak Republic as well as a valid decision of the relevant tax administrator on the fact it pays tax advances pursuant to the Income Tax Act applicable in the Slovak Republic. Based on the above-mentioned documents, the Customer shall not deduct the amount for tax security or it shall proceed according to the way as it is provided in the decision of the relevant tax administrator.

- 6.3.6. If the Contractor is a resident of the EU member state or is a resident of a member state of the European Economic Area and it has an organisational unit or a permanent establishment on the territory of the Slovak Republic, it shall submit a Declaration to the Customer that it is subject to taxation on the territory of such EU member state 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 such EU member state or the member state of the European Economic Area while the Contractor shall not be deemed to be a tax payer with unlimited tax liability on the territory of the Slovak Republic.
- 6.3.7. If the Contractor that is not a resident of the EU member state or not being a resident of a member state of the European Economic Area has an organisational unit or a permanent establishment on the territory of the Slovak Republic and fails to submit a decision of the relevant tax administrator on payment of income tax advances according to par. 6.3.2 of this article, the Customer shall deduct from payments the amount for tax security for the fulfilments according to Art. 1 in compliance with the Income Tax Act applicable in the Slovak Republic or in compliance with the international treaty which shall be preferred to this Act on the payment date. If the Contractor submitted to the Customer the decision of the tax administrator about the pay of the tax prepayments and the relevant tax administrator decided in the matter of deductions of advances for tax security otherwise, the Customer shall proceed according to such decision.
- 6.3.8. In case the contractor is neither a resident of a member state of the European Union or not 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.
- 6.3.9. 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.
- 6.3.10. If the Contractor is a registered VAT payer on the territory of the Slovak Republic, it shall submit to the Customer an authentic official copy of the VAT payer registration certificate with the current issuance date. If the Contractor is a registered VAT payer in another EU member state and it shall perform the subject-matter hereof as a VAT payer registered for VAT in another EU member state (the relevant EU member state assigned a VAT ID No. to the Contractor), it shall be similarly obliged to submit to the Customer an authentic official copy of VAT payer registration certificate in the country

where it was registered as a VAT payer (which assigned a VAT ID No. to the Contractor under which it performs the subject-matter hereof).

- 6.3.11. The Contractor undertakes to submit all required documents for the duly settlement of its tax liabilities upon request of the Customer.
- 6.3.12. If after signing hereof, a permanent establishment arises to the Contractor in the territory of the Slovak Republic while it fails to inform the Customer on this fact hereunder, the Contractor declares and, moreover, undertakes to compensate tax security, withhold tax, penalties and interest to the Customer which may be incurred by the Customer due to failure to deduct the tax security advance where such deduction resulted from breach of the notification or other obligation of the Contractor against the Customer, the Customer may request the above-mentioned compensation on the delivery date of a payment assessment issued by the relevant tax office addressed to the Customer at earliest.
- 6.3.13. The Contractor shall accept any legislative changes in the tax laws of the Slovak Republic (e.g. tax rate, changes of the tax collection method etc.) which shall influence the Contract and agrees with their application during the validity period hereof. 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.
- 6.3.14. If the Contractor provides to the Customer false declarations or should the Contractor otherwise mislead the Customer, the Contractor undertakes to reimburse the Customer for tax withholding, tax security, VAT, penalties and interest incurred by the Customer because of the aforementioned proceedings of the Contractor. The Customer may request the aforementioned compensation at the earliest on the day of delivery of the payment notice or decision issued by the relevant tax administrator to the Customer.
- 6.3.15. Goods moved to another state for the purpose of repair, reprocessing, processing or other similar activities shall be returned to the territory of the Slovak Republic upon the termination of such activities. For the purpose of VAT, these activities are considered to be services, including, where appropriate, embedded spare parts, when used in the delivery of services according this Contract. Contractor claims to be the final recipient of the income paid to him by the Eustream under this Contract.
- 6.3.16. 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 (14) 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 agreed 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 subject-matter of 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.
- 6.3.17. 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 (14) of the VAT Act, pursuant to the above provision, 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.
- 6.3.18. The Customer and the Contractor hereby confirm that references to laws made in this Section 6.3 means references to the respective Slovak laws and not Austrian laws.

7. Warranty Period, Liability for Defects

- 7.1. The Contractor hereby warrants that during the warranty period all the work performed under this Contract is and will be without any defects. The Contractor hereby warrants that during the warranty period GG will prove the parameters corresponding to the guaranteed values of parameters of the turbo set according to Annex No. 2 hereof. The warranty period shall be 18 months or 8,000 worked hours of GG on which the work was performed starting as of a date of signing of Acceptance Protocol (e.g. takeover of the work) or within 30 days from Takeover, whichever occurs first.
- 7.2. The Contractor hereby warrants that during the warranty period all spare parts replaced and installed within the performed Mid-Life Overhaul are and will be without any defects. The warranty period shall be 18-months starting as of a date of signing of Acceptance Protocol (e.g. takeover of the work) or within 30 days from Takeover, whichever occurs first.
- 7.3. If during the warranty period GG and/or the parts thereof do not prove the properties specified in the OEM technical documentation and/or do not fulfil the purpose defined in the technical documentation and/or the values of GG parameters do not correspond to the guaranteed values provided in Annex No. 2 hereof, the Customer shall be entitled to apply at the Customer's own choice any of the following claims due to work defects:
- a) request defect elimination by repeated performance of the work;
 - b) request defect elimination by repair if the defects are reparable;
 - c) request the appropriate discount from the Total price;
 - d) withdraw from the Contract;

The Customer shall be entitled to withdraw from the Contract due to defects in performance only provided the Contractor fails to eliminate the defects within the agreed period by repeated performance of the work or by repair of GG and/or parts thereof.

- 7.4. The Contractor shall commence rectification of all defects of work occurring within the warranty period no later than ten (10) working days from the date of their reporting by the Customer, unless the Contracting Parties agree otherwise.
- 7.5. Contracting Parties agree that defects of executed works and/or delivered supplies that will occur during the warranty period, shall be remedied free of charge by the Contractor. Any claim for defective work or parts shall be made in writing and delivered to Contractor by an email or by the post (or possible by a courier service) without undue delay, however, no later than thirty (30) days following discovery of the defect. The Contractor is obliged to confirm the receipt of the warranty claim to the Customer without undue delay. All direct and documented costs including (but not limited to) the costs incurred due to or in relation to identification of defects, elimination of the damaged part, installation of the spare part and all related fulfilments and/or works similarly as the GG test which are inevitable for the elimination of defects shall be borne by the Contractor. Unless Contracting Parties agree otherwise all defective parts shall be replaced by the OEM reprocessed parts or fully new parts. All replaced parts or performed repairs and/or works shall be subject to the same conditions and the same warranty period of 18-months commencing on the day of the acceptance of the replaced part or executed works. However, the foregoing shall not serve to extend the Contractor's warranty obligations beyond thirty (30) months from the signature date of the Acceptance Protocol.
- 7.6. If the Contractor fails to commence remedial measures within the period according to par. 7.4 of this Article, the Customer shall be entitled to ensure repair of the defect in question by own resources or it may have the defect in question repaired by an OEM approved third party. Such procedure of the Customer shall have no influence on the remaining obligations of the Contractor resulting from its liability for defects within the warranty period if defects are eliminated by the staff with relevant qualifications. Contractor assumes no liability or warranty obligations whatsoever for any work performed by such third-party personnel. The Contractor undertakes to pay reasonable and verifiable costs to the Customer incurred according to this paragraph if it is reasonably determined the defect is due to reasons on the part of the Contractor.
- 7.7. In case of the justified assumption that the defect can occur also on other similar parts or such defect can damage other parts of GG, the Customer shall be entitled to request inspection of GG and of the components at the expense of the Contractor. In such a case, the Contractor shall be obliged to carry out the inspection.
- 7.8. If any repairs of the work lead to GG shut down, the warranty period shall be extended accordingly. The warranty period shall be extended by the shut down period maximum by three (3) months for individual parts where the failure occurred.

- 7.9. All parts replaced during repairs according to par. 7.6 of this Article shall be made available to the Contractor upon request within ten (10) working days. Moreover, the Contractor shall receive the report of defects detected.
- 7.10. Furthermore, the warranty under this article hereof covers delivery and services provided by the Contractor subcontractors.
- 7.11. The Contractor shall not be liable for the defects of the performed service works or supplied spare parts if the Customer used the equipment in conflict with the instructions and recommendation of OEM or the Contractor and with the documentation for the equipment or if spare parts were provably operated, maintained, or stored in conflict with the OEM recommendations. The Contractor shall not be liable for defects even in case if these arose due to performance of service works or installation of spare parts by other person than by the Contractor except for the cases provided in par. 7.6 of this Article.

8. Compensation for Damage and Contractual Penalties

- 8.1. The Contractor shall assume full responsibility for the taken over GG from its takeover (loading on the truck for shipment) based on protocol from the Customer up to its handover (re-delivery of the GG to the Company Station) based on protocol back to the Customer at the Station.
- 8.2. If during the time of the Contractor's liability for the taken over GG and/or the parts thereof permanent irreparable damage to GG and/or the part thereof that prevents its duly use (including its theft, loss, or destruction) occurs, due to any reason except for the case when their theft, loss, or destruction was provably caused due to acting of the Customer, the Contractor shall be obliged to provide the Customer with the substitute fulfilment. The provision of this paragraph does not cover the parts the irreparability of which was found as a consequence of the wear and tear due to operation by the Customer.
- 8.3. The substitute fulfilment related to Article 8.2. means either (i) pecuniary fulfilment for the benefit of the Customer in full amount of the damage occurred in this manner, or (ii) procurement of the substitute GG and/or the parts thereof at the expense of the Contractor in dependence on the Customer requirement.
- 8.4. In case of procurement of the substitute GG and/or the parts thereof or components, the procured GG and/or the parts thereof or components must represent the equal substitution for the destroyed, stolen, or lost parts, i.e. these must be technically corresponding parts according to the OEM specification which must have operating properties corresponding at least to the assumed properties of the original GG and/or the parts thereof after repair and thus they must fully comply with all OEM specifications covering the respective parts in a way so as to maintain full functionality of GG and/or the parts thereof within the scope prescribed by OEM. The scope and technical specification of GG and/or the parts thereof procured in this manner must be approved in advance what, however, does not relieve the Contractor from the liability for compliance with the OEM specifications and observance of guarantee obligations.
- 8.5. Each Contracting Party shall be liable for the direct, real damage caused to the other Contracting Party in regard to fulfilment hereof. The Contracting Parties

agree with regard to all circumstances related to the conclusion hereof that the maximum amount of damage which the Contracting Parties may mutually make to each other in relation to performance of the partial contract equals to the acquisition price of a new GG RB211 24G DLE. For the purposes of assessment of the Contractor responsibility and subsequent making a claim of the Customer concerning the damage compensation, the Contracting Parties accepted and agree upon the following: The Contracting Party shall compensate only direct real damages (i.e. consequential, indirect, punitive or exemplary damages such as lost profit, loss of production and other similar, subsequent or incidental damages of any kind shall not be compensated). Notwithstanding anything else specified in the contract the contracting parties agreed that if a defect in a warranted part result in defects in other parts of the GG, such damage shall be fully reimbursed by the Contractor.

- 8.6. The damage shall be paid to the injured Contracting Party provided duly proving its origination, amount, breach of the contractual obligation and causal relationship between this breach and the damage origination.
- 8.7. If during the time of the Contractor's liability for the taken over GG and/or the parts thereof, a reparable damage occurs to GG and/or the parts thereof, the Contractor shall be obliged to repair GG and/or the part thereof at its own cost. If the completion of the work agreed in respective Partial Contract prolongs due to such repair by sixty (60) calendar days or more, the Contractor shall be obliged either (i) to provide the Customer (and to commission as well) an appropriate substitute GG or a part thereof at its own expense for the period exceeding 60 days from the date of work completion agreed in respective Partial Contract, or (ii) to compensate the Customer for additional costs associated with ensuring appropriate substitute GG or a part thereof for the period exceeding 60 days from the date of work completion agreed in respective Partial Contract.
- 8.8. Restriction of the damage compensation according to par. 8.5 and 8.15 of this Article shall not be applied in case of injury, damage to property of third parties, damage resulting from breach of the intellectual property rights, in case of intentional conduct and gross negligence of the Contractor and in case of substitute fulfilment according to par. 8.1- 8.4.
- 8.9. None of the Contracting Parties shall be liable against the other Contracting Party for the failure to meet its contractual obligations or be in delay with fulfilment of its contractual obligations, unless such failure arise, fully or partially, from the unexpected, unpreventable and extraordinary circumstances which are outside the control of the parties and occurred independently from the will of the obliged party and which prevent it from meeting its contractual obligations, unless it can be reasonably assumed the obliged party overcame or averted these circumstances (obstacles), especially natural disasters, earthquakes, floods, strike of lightning, fire, strike, war, mobilization etc. The circumstances excluding liability are restricted to the period in which the obstacles with which these effects are associated persist.
- 8.10. The provision of the previous paragraph shall be applied provided that the other Contracting Party was informed in writing on these circumstances and on the assumed period of their duration by the affected Contracting Party as soon as it learn about their occurrence.

- 8.11. If the circumstances excluding liability last longer than one hundred and twenty (120) calendar days, any Contracting Party shall be entitled to withdraw from this Contract.
- 8.12. If the Contractor is in delay with date of work performance agreed in the relevant Purchase Order the Customer shall be entitled to require from the Contractor payment of the contractual penalty amounting to 0.5 % from the Total Price for every whole week of delay maximum up to 5 % of the Total Price.
- 8.13. In case of delay with performance of the pecuniary obligation, the creditor shall be entitled to invoice the late payment interest of 0.02 % from the outstanding amount for each day of delay to the debtor, however, maximum to the amount of 2 % from the outstanding amount. The delay is counted from the maturity period of the invoice agreed in Art. 6, par. 6.2.4. hereof.
- 8.14. The contractual penalties do not relieve the Contracting Party from liability for the damage incurred by the other Contracting Party due to failure to fulfil the contractual obligations covered by the contractual penalty.
- 8.15. In no event, whether as a result of breach of the Contract, warranty, tort, (except gross negligence) or otherwise, shall either Contracting Party be liable to the other for any special, consequential, incidental, indirect, punitive or exemplary damages whatsoever, including but not limited to a loss of use, loss of sales, loss of revenue, loss of profits, loss of product, loss of contracts, economic loss or claims from customer's customers, where foreseeable or unforeseeable, arising out of or in connection with this Contract or its implementation thereof. Notwithstanding anything else specified in the contract the contracting parties agreed that if a defect in a warranted part result in defects in other parts of the GG, such damage shall be fully reimbursed by the Contractor.

9. Insurance

- 9.1. The Contractor shall be obliged to prove it has concluded insurance to cover the liability for damage in minimum amount of EUR 5,000,000.00 and maintain its validity up to signing the Acceptance Protocol by the Contracting Parties. The Contractor shall provide to the Customer a copy of an insurance certificate within ten (10) working days from signing hereof, unless the Contractor did it earlier.
- 9.2. In case of provable failure to observe this obligation, the Customer shall be entitled to apply a contractual penalty amounting to EUR 10,000 against the Contractor.

10. Special Provisions

- 10.1. The Contracting Parties agree that neither Contracting Party shall be entitled to assign or transfer its rights or claims hereunder without prior written consent of the other Contracting Party. Otherwise, such transfer of rights or assignment of the receivable shall be null and void.

- 10.2. The partial contracts concluded between the Contracting Parties during the validity of this (Framework) Contract shall survive any termination of this (Framework) Contract and remain unchanged and valid during such period as agreed in the partial contract or until all obligations arising from the partial contract have been fulfilled. The rights and obligations of the Contracting Parties under partial contract concluded during the validity of this (Framework) Contract shall be governed by the provisions of this (Framework) Contract also after its expiry.
- 10.3. The Contracting Parties confirm the issuance of Purchase Orders shall be left at the sole discretion of the Customer according to its current requirements and needs. At all times, the Contractor shall be obliged to perform the work only on the basis of a partial contract concluded between the Contracting Parties.

11. Other Provisions

- 11.1. This Contract comes into force and effect on the date of its signing by both Contracting Parties.
- 11.2. This Contract is concluded for a fixed period till 31.12.2022.
- 11.3. The communication language of the Contract is English.
- 11.4. The Contract is executed in 4 original counterparts in English language. Each Contracting Party will keep 2 counterparts.
- 11.5. This Contract can only be amended in the form of written amendments, which will only be valid if duly confirmed and signed by both Contracting Parties.

12. Governing Law

- 12.1. This Contract and respective Partial Contract as well as the rights and obligations arising therefrom, including the assessment of validity and the implications of its invalidity, if applicable, shall be governed by and construed in accordance with Austrian law except for (conflict of law) provisions referring to laws other than the laws of the Republic of Austria and the UN Sales Convention.
- 12.2. The Contracting Parties agree to settle all disputes arising out of or in connection with this Contract and respective Partial Contract by means of mutual agreement between the Contracting Parties. Where no agreement is reached, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The Emergency Arbitrator Provisions shall not apply. The venue of the arbitration proceeding shall be Vienna. The language of the arbitration proceeding shall be English. This arbitration clause shall be subject to Austrian law.

13. Termination

- 13.1. The Contracting Parties agree that if one Contracting Party breaches any obligation agreed herein and fails to remedy this breach even in the additional appropriate period provided by the other Contracting Party in a written request, the other Contracting Party shall be entitled to withdraw from the Contract. The effects of the withdrawal from the Contract occur at the moment of delivery of the withdrawal notice to the other Contracting Party.
- 13.2. Either Party shall have the right to terminate the Contract immediately on becoming aware that the other Party has (i) become practically insolvent, or (being a limited company) go into liquidation, or such equivalent process in the Customer's legal jurisdiction, whether voluntary or compulsorily (except for the purpose of reconstruction), (ii) become unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (or any statutory modification or re-enactment thereof), (iii) become insolvent or if an administrator or administrative receiver of the whole or part of its assets is appointed, (iv) ceased or threatened to cease to carry on its business, or (v) made any agreement with creditors compounding debts.

14. Confidentiality and Ownership of Intellectual Property Rights

- 14.1. All information disclosed by either Party to the other in connection with the performance of the Contract, except such information as may be generally available to the public, shall be disclosed in confidence and each Party is obliged to keep any such information as it may acquire confidential and, save as required by applicable laws, court order or regulations (including but not limited to any directions by any authorised Stock Exchange), not disclose it to any third Party or otherwise improperly use it while the Contract is in effect or after its termination or expiry except insofar as such information has entered the public domain otherwise than in breach of this Article.
- 14.2. Contractor on behalf of itself and as agent for its shareholders shall retain ownership of all intellectual property rights of whatever nature and, if registrable, whether registered or not, in all documents or other material and data or other information and devices or processes provided or created by Contractor in the performance of the work.

Annexes:

Annex No. 1 – Technical Specification

Annex No. 2 – Test Acceptance Limits

Customer:

Contractor:

In Bratislava, on.....