

# Amendment No. 1

to the

## Framework Agreement for the provision of services

concluded pursuant to the provisions of Article 269(2) et seq. of Act No. 513/1991 Zb. Commercial Code as amended, ("Amendment No. 1")  
by and between:

**Customer:** **Slovenská elektrizačná prenosová sústava, a.s.,**  
Registered office: Mlynské nivy 59/A, 824 84 Bratislava, Slovak Republic  
Company Reg. No. 35 829 141  
Tax No.: 2020261342  
VAT No.: SK2020261342  
Registered: Companies Register of the District Court Bratislava I, Section Sa, Entry no.: 2906/B  
Represented by: Ing. Peter Dovhun, predseda predstavenstva  
Marián Širanec, MBA, podpredseda predstavenstva  
Bank: TATRA BANKA, a.s. Bratislava  
IBAN bank account no.: SK30 1100 0000 0026 2019 1900  
SWIFT: TATRSKBX

hereinafter referred to as "**Customer**" of the one part,

and

**Consultant:** **Grant Thornton Advisory s.r.o.**  
Registered office: Pujmanovė 1753/10a, Nusle, PSČ 140 00, Praha 4, Czech  
Company Reg. No. 08358991  
VAT No.: CZ8358991  
Registered: Companies Register of the District Court Prague, Czech Republic, Entry no.: 317580  
Represented by: Ing. Zbyněk Bolcek, Authorized representative  
Bank: Česká spořitelna a.s.  
IBAN bank account no.: CZ09 0800 0000 0000 0642 1172  
SWIFT: GIBACZPX

hereinafter referred to as "**Consultant**", of the other part,

For the purposes of this Amendment No. 1, the Customer and the Consultant shall also be jointly called "**Parties**" and each individually "**Party**".

### Recitals

- a) On 11 February 2021 the Parties concluded the Framework Agreement for the provision of services pursuant to the provisions of Article 269(2) et seq. of Act No. 513/1991 Zb.

Commercial Code as amended, the Customer's contract No. 2021-001-1205710 (hereinafter "the **Contract**").

- b) The Customer and Consultant are willing to ensure continued sound management to the Project;

**Now therefore the Parties hereto hereby agree as follows:**

1. Words and expressions in this Amendment No. 1 shall have the same meanings as are respectively assigned to them in the Contract.

2. The Framework Agreement for the provision of the services shall be amended as follows:

3. Delete the entire Sub-clause 2.4.

4. In Sub-clause 3.1, in the second sentence, delete the words "orders and".

5. In Sub-clause 3.7, delete the words:

"The contact person on behalf of the Consultant entitled to receive electronic orders shall be:  
Name and Surname: Jiří Dvořák  
Phone: +420 724 994 480  
Email: [jiri.dvorak@cz.gt.com](mailto:jiri.dvorak@cz.gt.com)"

6. Replace the entire clause 3.8 with words:

"The Consultant shall be obliged to provide a sufficient number of individuals with the required qualification over the entire term of this Agreement. The Consultant hereby specifies the following person to be the senior manager, who shall manage the advisory services related to the implementation of the Action:

Name and Surname: Jiří Dvořák  
Phone: +420 724 994 480  
Email: [jiri.dvorak@cz.gt.com](mailto:jiri.dvorak@cz.gt.com)

The CV of the appointed individuals (key managers) shall be listed in Annex 3 to this Agreement (Managers CV).

Any changes in the person of the individuals (key managers) listed in Annex 3 to this Agreement shall be subject to prior written consent of the Customer. The Customer shall be entitled to refuse the change in the person of the individual (key manager) if the proposed individual (key manager) does not have at least the same education and work experience as the original individual (key manager), or if there are justified doubts about his / hers capabilities to perform tasks of the manager under this Agreement. Any new proposals of individuals to the team shall be provided with the CV of the individual and shall be subject to prior written consent of the Customer."

7. Delete the entire Sub-clause 3.11.

8. Delete the entire Sub-clause 3.12.

9. Delete the entire Sub-clause 3.13.

10. Add new clause 4.2.1:

"The Customer gives concession to the Consultant for issuing and processing of the electronic invoices, in condition of antecedent notice of the Customer on using the electronic invoicing specified in clause 4.2.

Within 10 days after the Amendment No. 1 becomes effective, the Consultant is obliged to provide a written notice to the Customer, whether he will issue electronic invoices or paper (printed) invoices by the invoicing according to the Contract. Such written notice on invoicing modus is considered as binding on the day of its delivery to the Customer. In case of electronic invoicing such notice shall contain the e-mail address from which the invoices will be submitted.

If the Consultant does not provide a written notice to the Customer, whether he will issue electronic invoices or paper (printed) invoices as stipulated in the former paragraph, then the invoicing modus of issuing paper (printed) invoices is considered as binding.

The Consultant is entitled to request the Customer in written for an alteration of the invoicing modus during the term of the Contract. The invoicing modus is considered as altered from the day of the written confirmation of such alteration by the Customer to the Consultant.”

11. In clause 4.3, in the first sentence, delete the words “together with Value Added Tax”.

12. Add new chapter “**4a. Penalties**”

13. Add new clause 4a.1:

“If (i) The Consultant is in default with the performance of obligations under this Agreement, due to which there is a default in the reporting obligation towards INEA, or (ii) if the Consultant fails to provide the Customer with advisory services to the extent and/or quality allowing a due performance of obligations of the Customer towards INEA and/or other subjects under the Grant Agreement, the Customer shall be entitled to ask the Consultant to pay a contractual fine amounting EUR 5,000 (in words: five thousand Euro) for each violation of an obligation by the Consultant. The contractual fine shall be paid upon the invoice issued by the Customer.”

14. Add new clause 4a.2:

“If the Consultant violates any of their obligation under Clause 2.3 and/or Article 3 of this Agreement, the Customer shall be entitled to ask the Consultant to pay a contractual fine amounting EUR 100 (in words: one hundred Euro) for each commenced day of the default with the performance of such obligation. To avoid any doubts, the Parties have agreed that the Customer shall not be entitled to require the payment of the contractual fine under this Clause of this Agreement if obligations of the Consultant are violated, for which the right for contractual fine under Clause 4a.1 of this Agreement can be applied. The contractual fine shall be paid upon the invoice issued by the Customer.”

15. Add new clause 4a.3:

“By applying the titles for the payment of contractual fines under Clauses 4a.1 and 4a.2 and by paying the applied contractual fines, the right of the Customer for damage compensation shall in no manner be limited.”

16. Add new clause 4a.4:

“If the Consultant breaches the Confidentiality obligation under Clause 5.1 of this Agreement, the Customer may charge the Consultant a contractual penalty amounting to EUR 10,000 (ten thousand euros) for every breach of the Confidentiality obligation. Exercising the right to contractual penalty and payment of the contractual penalty under the previous sentence of this Clause of the Contract have no effect on the Customer’s right to compensation for damage. The contractual penalty shall be paid upon the invoice issued by the Customer.”

17. Delete the entire clause 5.4.

18. Replace the entire clause 6.1 with words:

“The Parties have agreed that this Agreement is concluded for a definite period, i.e. from the date of signature of this Agreement by Parties until the Contract reach the financial limit

indicated as „maximum total remuneration during the term of Contract” stated in Annex 1 to Contract (Consultant’s price offer) or until the day of 31 December 2026, whichever comes first.”

19. Add at the end of clause 6.3:

“The termination of the Contract is effective since the day of delivery of the written notice on Contract termination from one Party to the other Party. By such cession the Contract shall be terminated ex nunc and the Consultant is obliged to terminate the services without any delay. The Consultant is entitled to invoice the incurred costs based on the minutes on status of consultant services (approved by the Parties). Incurred and documented costs, approved by the Customer, invoiced to the Customer, will be paid by the Customer within 30 days after delivery of the invoice to the Customer.”

20. All other terms and conditions unaffected by this Amendment No. 1 shall remain unchanged.

21. This Amendment No. 1 is made in (3) three counterparts, each of which shall be deemed to be an original. The Consultant shall receive (1) one counterpart and the Customer (2) two counterparts.

22. Since Slovenská elektrizačná prenosová sústava, a.s. is the obliged person pursuant to the Slovak Act No. 211/2000 Coll. on free access to information (hereafter as “Act on free access to information”) and since this legal obligation is to be fulfilled regardless of the governing law of the agreement, the parties to this Amendment No. 1 are informed, that this Amendment No. 1 and related tax documents will be published as foreseen in the Act on free access to information in § 5a and § 5b for agreements, orders and invoices.

23. This Amendment No. 1 becomes valid and legally binding from the day of the last party has signed it and effective from the day following the day of the publication of the Amendment No. 1 pursuant to § 47a section 1 of the Act No. 40/1964 Coll. Civil Code.

24. The Parties declare that they have full legal capacity, their liberty of contract is not restricted, they have made this Amendment No. 1 based on their solemn and free will expressed explicitly and clearly; the Amendment No. 1 has not been made under duress or under markedly unfavourable conditions; the Parties have carefully read this Amendment No. 1, understood its content and in witness whereof they attach their signatures.

**On behalf of the Customer**  
In Bratislava

\_\_\_\_\_  
**Place**

\_\_\_\_\_  
**Date**

**On behalf of the Consultant**  
In Prague

\_\_\_\_\_  
**Place**

\_\_\_\_\_  
**Date**

Ing. Peter Dvohun  
Chairman of Board of  
Directors

\_\_\_\_\_  
**Name, surname,  
position**

\_\_\_\_\_  
**Signature**

Ing. Zbyněk Bolcek,  
Authorized representative

\_\_\_\_\_  
**Name, surname,  
position**

\_\_\_\_\_  
**Signature**

Marián Šíranec, MBA  
Vice-chairman of Board of  
Directors

\_\_\_\_\_  
**Name, surname, position**

\_\_\_\_\_  
**Signature**

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