## **Amendment No. 2**

#### 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. 2") 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: Pujmanové 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.: CZ80 0800 0000 0000 0642 1252

SWIFT: GIBACZPX

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

For the purposes of this Amendment No. 2, 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, in the wording of the Amendment No. 1 dated 27 April 2021 (hereinafter "the **Contract**").

- b) Within the provision of services and consequent invoicing procedure the parties identified discrepancy between the number of the bank account number stated in the Framework Agreement and the bank account number stated in the invoice submitted for the performed services. Therefore Parties decided to conclude the Amendment No. 2 in order to change the bank account number.
- c) 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. 2 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:

Within the identification data of the Parties stated on the first page of the Framework Agreement the following wording shall be deleted:

"Bank: Česká spořitelna a.s.

IBAN bank account no.: CZ09 0800 0000 0000 0642 1172

SWIFT: GIBACZPX

("Consultant's bank account")"

And shall be replaced by the following wording:

"Bank: Česká spořitelna a.s.

IBAN bank account no.: CZ80 0800 0000 0000 0642 1252

SWIFT: GIBACZPX

("Consultant's bank account")"

- 20. All other terms and conditions unaffected by this Amendment No. 2 shall remain unchanged.
- 21. This Amendment No. 2 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. 2 are informed, that this Amendment No. 2 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. 2 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. 2 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. 2 based on their solemn and free will expressed explicitly and clearly; the Amendment No. 2 has not been made under duress or under markedly

unfavourable conditions; the Parties have carefully read this Amendment No. 2, understood its content and in witness whereof they attach their signatures.

In Bratislava		In Prague		
Place	Date	Place	Date	
Ing. Peter Dovhun Chairman of Board of Directors		Ing. Zbyněk Bolcek, Authorized representative		
Name, surname, position	Signature	Name, surname, position	Signature	
Marián Širanec, MBA Vice-chairman of Board of Directors				
Name, surname, position	Signature			