

**CONTRACT OF WORK**  
(hereinafter referred to as “Contract”)

agreed in accordance with § 536 et seq. of the Commercial Code of Slovak Republic  
between

**Parties:**

**Ústav vied o Zemi Slovenskej akadémie vied v. v. i.,  
(Earth Science Institute of the Slovak Academy of Sciences)**

Dúbravská cesta 9, 840 05 Bratislava, Slovakia

Represented by: RNDr. Ján Madarás, PhD., General Director

Identification number: 00586943

TIN: 2020894997

VAT identification number: Not VAT-registered

Bank details: Štátna pokladnica

IBAN: SK 83 8180 0000 0070 0066 8037

Registered in: Register of public institutions, Ministry of Education, Science, Research and Sport of the Slovak Republic under number 2021/23714:1-D1230

(hereinafter as “SAV” or “Contractor”)

**and**

**NAFTA a.s.**

Votrubova 1, 821 09 Bratislava, Slovakia

Represented by: Ing. Martin Bartošovič, CEO

Ing. Ladislav Goryl, Head of UGS Division

Identification number: 36 286 192

TIN: 2022146599

VAT identification number: SK2022146599

Bank details: Všeobecná úverová banka, a.s.

IBAN: SK22 0200 0000 0022 9037 3057

SWIFT: SUBASKBX

Registered in: Commercial Register of District Court Bratislava I, Section Sa, Insert No. 4837/B

(hereinafter as “NAFTA” or “Client”)

(NAFTA and SAV hereinafter collectively as “Parties”)

**Preamble**

NAFTA is a well experienced entity in the field of development and operation of underground gas storage facilities and wishes to explore and gain more knowledge on various possibilities and suitable structures for storing H<sub>2</sub> as part of its effort within the Important Projects of Common European Interest (IPCEI) (H2I- S&D) supported by European Union (“Project”).

SAV has the appropriate and sufficient scientific capacity required to work on the Project and is competent to develop a study that can provide a methodology to identify suitable structures for underground storage of H<sub>2</sub>.

Therefore the Parties agreed on the following Contract of Work pursuant to which SAV shall deliver to NAFTA the work under the terms and conditions as specified below.

**1 SUBJECT OF THE CONTRACT**

CONTRACT of WORK  
for Study for Hydrogen Storage

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1.1 The subject of the contract is the obligation of SAV to perform “Screening of potential sites for storage of H<sub>2</sub> in Slovakia (hereinafter referred to as “Study” or “Work”) for NAFTA according to Annex No.1.

The task consists of 3 main parts:

- Development of selection criteria for suitable geological porous structures
- Screening of existing porous structures for H<sub>2</sub> storing
- Selection of best suitable porous structure for H<sub>2</sub> storing

The following deliverables shall form the Work:

- a. Methodology for evaluation of geological structures for storing H<sub>2</sub> (pure form, mixture with natural gas)
- b. Preselected structure for laboratory experiments
- c. Database and GIS map of the Slovak geological structures potentially suitable for storing H<sub>2</sub> (in pure form and as a mixture with natural gas)
- d. In addition to the above scope of Work SAV shall also deliver the manuscript of a scientific article with the content mutually consulted with NAFTA

1.2 The purpose of the Study carried out by SAV in close collaboration with NAFTA shall be to provide methodology for determination of suitable structures for storage of H<sub>2</sub> as well as deliver screening and database of such suitable structures.

1.3 SAV represents to have a sufficient capacity and professional knowledge necessary to perform the Work, that it knows the technical, quality and other terms and conditions of Work realization, understands the purpose of the Work and the Project and that it has correctly evaluated and appraised any work of permanent or temporary nature, which are necessary for the proper fulfilment of this Contract.

## 2 SCOPE OF WORK

2.1 Required scope of work, content, format and other details of the Study are specified in Annex 1 of this Contract.

2.2 Neither Party shall be entitled to make any changes in the scope of performance, or any additional works without a prior written consent from the other Party.

2.5 SAV shall proceed with proper professional care and shall meet all obligations set forth herein using the necessary professional knowledge and pursuant to the newest technology. When fulfilling this contract, SAV is obliged to follow generally binding legal regulations, relevant technical regulations and/or technical standards and/or other relevant technical rules valid in European Union and the provisions of this Contract and its annexes.

2.6 NAFTA shall provide SAV with the necessary cooperation needed for meeting the obligation of SAV, namely in supplying the documents and information, which are the precondition to SAV fulfillment which are especially the following:

- a) experience and knowledge from other projects
- b) data from existing measurements which were done before the project
- c) geological data from NAFTAs operated structures (storage, E&P)

**3 TIME OF PERFORMANCE AND HANDING OVER OF WORK**

- 3.1 SAV undertakes to execute and deliver the Work to NAFTA (relevant parts thereof) within the deadlines/milestones set in the schedule in Annex No. 2 to this Contract (hereinafter referred only as “Schedule”) at the latest.
- 3.2 The work is considered completed when complete documentation of the Study as defined by Annex 1 is handed over and accepted by NAFTA.
- 3.3 A hand-over protocol shall be signed by representatives of both Parties to document the handover of the Work. If so agreed/provided by this Contract and its annexes the individual parts of the Work shall be supplied by SAV at the time set out in the Schedule according to Annex 2 to this Contract, i.e. Annex 2 states which parts of the Work will be the subject of a separate handover and when they are to be handed over.
- 3.4 The handover and takeover of the Work shall take place after the acceptance procedure during which NAFTA shall examine the quality of the Work. The purpose of the acceptance procedure is to compare actual characteristics of the Work or parts thereof with the Contract and its Annexes. The acceptance procedure shall be conducted with the participation of both Parties. If the Work or part thereof has defects found on the basis of the acceptance procedure, NAFTA shall deliver a written report stating and describing all discovered deficiencies to SAV and SAV shall be liable to remedy the defects reflecting NAFTA's reservations within reasonable time not to exceed 10 business days.
- 3.5 NAFTA is the sole owner of the Work at any stage of its creation.
- 3.6 In case of a threat that SAV will not be able to perform the Study within deadlines set in the Schedule, SAV shall immediately notify NAFTA in writing about it. Such a notification shall list reasons for delay, expected date of the performance completion and expected impacts to other deadlines set in the Schedule. Fulfilment of the obligation set out in this section shall not anyhow affect other claims of NAFTA provided for in this Contract and resulting from the violation of the SAV's obligation to perform the Study according to deadlines set in the Schedule.

**4 CONTRACT PRICE**

- 4.1 NAFTA shall pay to SAV for duly and timely completed Work the price of the Work of EUR 54 853,00 (to wit: fifty-four thousand, eight hundred fifty-three euro) (hereinafter referred to as “Contract Price”), based on approved handover protocol/timesheets. The Contract Price shall consist of the following parts:
- a. Development of selection criteria for suitable geological porous structures: EUR 26 090,00
  - b. Screening of existing porous structures for H2 storing EUR 16 433,00
  - c. Selection of best suitable porous structure for H2 storing EUR 5 055,00
  - d. Article manuscript aimed for publishing: EUR 7 275,00
- 4.2 Contract Price shall be a fixed price for performing the Study, which includes the full scope of the SAV's performance according to this Contract and shall not be subject to any changes

CONTRACT of WORK  
for Study for Hydrogen Storage

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with regard to the performance of the Study unless otherwise agreed between both Parties in writing.

- 4.3 Regardless of any trading customs otherwise common in the sector, the Contract Price shall include all costs relating to the accomplishment of SAV's commitments from this Contract.
- 4.4 Should the Parties agree on additional services beyond the agreed scope of the Work and Contract Price the following unit prices/hourly rates shall apply for calculation of the amended Contract Price: 14,80 EUR per 1 hour.
- 4.5 In case of changes in the performance scope of SAV or additional works agreed by both Parties in writing as an amendment to this Contract, the prices listed above in article 4.4 will be used as reference to adjust the Contract Price. The Contract price will be adjusted on the basis of a written agreement between the Parties reflecting the changes and additional works.
- 4.6 All prices and rates are net prices. VAT will not be applied.
- 4.8 The Contract price includes all professional services to be performed by SAV, costs of taxes, export duties, customs, levies, and expenses of that kind that could be imposed on SAV, its personnel and/or subcontractors.

## 5 TERMS OF PAYMENT

- 5.1 SAV will send invoice for the Contract Price (or part thereof) to NAFTA at latest within five (5) days after delivery of the Study (and/or the agreed milestone/part of the Work) and the execution of the hand-over protocol by both Parties relevant to the delivered part of the Work. Invoice shall be issued and delivered to NAFTA. A copy of the hand-over protocol signed by both Parties must form an annex to the invoice, otherwise NAFTA is entitled not to accept the invoice and refuse to pay. The invoice shall be reviewed and the undisputed invoice will be payable within sixty (60) calendar days after the receipt of invoice by NAFTA.
- 5.2 Each invoice issued by SAV must meet the requirements of the Contract of Work herein, mainly but not exclusively:
- a) the indication that it is an invoice;
  - b) the business name, registered office of the Contractor and the information of the entry in the Companies register;
  - c) the business name, registered office of the Client and the information of the entry in the Companies register;
  - d) the Company Registration Number, Tax Identification Number, VAT Identification Number and bank account of the Parties;
  - e) the number of the Contract of Works;
  - f) the serial number of the invoice;
  - g) the identification of the subject of the performance;
  - h) the scope and description of the invoiced works and/or goods and/or services;
  - i) the price of the invoiced works and/or goods and/or services;
  - l) the amount to be paid;
  - m) the delivery date;
  - n) the date of the invoice's issuing;
  - o) the maturity of the invoice;

CONTRACT of WORK  
for Study for Hydrogen Storage

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- 5.3 If the invoice does not meet the requirements for its content and this Contract, or if the conditions for issuing and payment of the invoice hereunder are not met, the NAFTA shall be entitled to return the invoice and request the SAV in writing to remedy any deficiencies. In this case, a new 60 day period for payment of the invoice shall commence on the day following the date on which the found deficiencies were rectified and a new invoice without formal and content deficiencies was delivered to the NAFTA.
- 5.4 The payment obligation of the NAFTA shall be considered fulfilled on the date when the respective payment realized by the transfer from the NAFTA's bank account has been debited therefrom.
- 5.5 Bank details of SAV stated at the invoice shall be the same as those listed in the Contract. Otherwise, NAFTA shall be entitled to return the invoice to correct the discrepancies without payment. SAV may request changing the bank details in order to shift the payment also in other ways than via contract amendment; i.e. by an official request to shift the payment to account stated in such a request delivered to NAFTA together with the invoice at latest.

## **6 RIGHTS AND OBLIGATIONS OF PARTIES**

- 6.1 The Contractor undertakes to act in the performance of this Contract properly and on time, with professional care and diligence, according to its best abilities, based on the highest professional standards and in accordance with customary practice in the field of the subject of this Contract and in accordance with the terms and conditions of this Contract and in accordance with the interests of the Client.
- 6.2 The Contractor shall be obliged to notify the Client without undue delay of the fact that the submitted documents or other cooperation necessary for carrying out the Work are inadequate or contain errors as well as of the inappropriate nature of the instructions given to him by the Client provided that the Contractor is able to identify the inadequacy when exerting professional care. If the inappropriate or insufficient things or inappropriate instructions hinder the proper performance of the Work, the Contractor shall interrupt the performance to the necessary extent until the replacement or completion of documents or the change of the Client's instructions or the delivery of a written notice of the Client that he insists on the performance of the Work with such things or according to the given instructions.
- 6.3 The Client shall be entitled to inspect the performance of the Work at any time. If the Client discovers that the Contractor carries out the Work in conflict with his obligations, the Client shall be entitled, at any time during the performance of the Work, to require the Contractor to remove deficiencies resulting from fault of the Contractor and to perform the Work correctly.
- 6.4 The Client shall be obliged to provide the Contractor with reasonable assistance regarding the performance of the Work and accept (take over) the Work done if it is supplied properly and in accordance with this Contract and to assess it within reasonable period of time.
- 6.5 The Parties undertake to cooperate and provide each other with all information necessary for the proper fulfilment of their obligations resulting from this Contract. The Parties shall be obliged to notify the other Party of any facts which are or may be important for the proper performance of this Contract.

CONTRACT of WORK  
for Study for Hydrogen Storage

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- 6.6 If the Contractor discovers that the subject of the Contract cannot be met by any reasons, or its performance is in danger, he shall be obliged to notify the Client of such fact without undue delay.
- 6.7 The Contractor undertakes, for a period of 10 years from the date of receipt by the Client of the notice of settlement of objections to the fulfilment of the obligations arising from the contract for the provision of mechanism funds concluded between the Client and the Ministry of Economy of the Slovak Republic as the Implementing Entity, to tolerate the performance of the control/audit related to the Work which is the subject of the contract by the Authorised Persons<sup>1</sup> for the performance of this control/audit and to provide the Authorised Persons with all necessary assistance.

## 7 CHANGES

- 7.1 Before its completion the Client may propose changes in the Work in writing and the Contractor undertakes to assess, upon Client's request and without undue delay, the impact of the changes to the Work proposed by the Client, which will include an assessment of the impact of such changes on the price and the scope of performance, agreed deadlines and the extent of the necessary assistance. If, in the Contractor's opinion the change in the Work requests additional costs or if it may have a negative impact on the fulfilment of the Contractor's obligations hereunder, the Parties agree to change the price of the Work and to amend the Contract in order to achieve the purpose of the proposal to change the Work.
- 7.2 Any changes in the Work must be agreed by a written supplement to this Contract upon which the contractual terms and conditions will be modified in accordance with the agreement of the Parties, unless in a particular case stipulated otherwise by this Contract.

## 8 CONFIDENTIALITY

- 8.1 The Contractor agrees not to disclose or made accessible to any third party or use for purposes other than performing this Contract, without prior written consent of the Client, any confidential information obtained or created or discussed each other during the execution of the scope of Work according this Contract.

The Contractor undertakes to treat information obtained in relation to this Contract from the Client as confidential information, to maintain them confidential and to protect them from third parties at least so far as it protects his own confidential information of a similar nature and importance (but not to a lesser extent and quality as reasonable and customary). The Contractor may not disclose information referred to in this Contract or exchanged by the Parties in relation to this Contract (including any full or partial results of performance of this Contract, any parts of the Work whether completed or Work in progress) to third parties without prior written consent of the Client.

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<sup>1</sup> the person and/or body authorised to carry out the control (or audit) of the Project, depending on the type of control/audit, determined either within the framework of Slovak and EU legislation or the Legal Framework. In particular, the Eligible Person is considered to be: a) the Executor, b) the Intermediary, c) National implementation and coordination authority (NIKA), d) the Government Audit Office, e) the Ministry of Finance of the Slovak Republic, f) the Supreme Audit Office of the Slovak Republic, g) the State Administration Bodies pursuant to Section 2 of Act No. 35/2019 Coll. on financial administration and on amendment and supplementation of certain acts, h) the Slovak Antimonopoly Office, i) the European Commission, j) the Body ensuring the protection of EU financial interests, k) the European Anti-Fraud Office (OLAF), l) the European Court of Auditors (ECA), m) the European Public Prosecutor's Office (EPPO), n) the Public Procurement Office; and/or any person authorised by any of the aforementioned entities

CONTRACT of WORK  
for Study for Hydrogen Storage

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- 8.2 The obligation of confidentiality under this Article shall not apply to information and facts which:
- a) are publicly available, or will become publicly available without fault of a Party which has obtained them;
  - b) the other Party obtained demonstrably before the entry of the Contract into force;
  - c) a Party has obtained from a third party not bound by the obligation of confidentiality towards the Party to which such information relate;
  - d) are to be disclosed and provided in terms of generally binding legal regulations or at the request of competent authorities within the scope specified by the generally binding legal regulations. If the Contractor is requested to disclose confidential information relating to the Client by any public authority or other third party the Contractor shall notify the Client of such fact without undue delay and if such disclosure of such information is required under the generally binding legal regulations the Contractor shall discuss the manner of the confidential information disclosure to such persons with the Client so as to best protect the interests of the Client.
- 8.3 The Contractor undertakes to ensure that when working with the Client's data his employees will strictly comply with the usual rules for protection of data and information.
- 8.4 The Contractor undertakes that the Contractor and its staff and subcontractors will comply with all obligations and restrictions arising from confidentiality under this Contract, whereas the Contractor shall be responsible to the Client without restriction for any damage resulting from a breach of the above obligations.
- 8.5 The Contractor's obligations of confidentiality as provided in this Article shall remain in full force and effect throughout the entire duration of the Contract and also for a period of ten (10) years after the date of final handover of the Work. For the purposes of the foregoing, the Contractor undertakes to ensure that all his employees, who need to know the mentioned information, will also comply with the terms of the confidentiality obligations as provided in this Article. In the event of breach of confidentiality obligations by the Contractor or his staff, the Contractor shall compensate the Client for any consequences arising from such infringement.
- 8.6 The Client hereby authorises the Contractor to process, within the Work performance and in connection with the activities to ensure the Work operation and to the extent necessary for the performance of this Contract, personal data necessary for the realization of the Work under the Contract being processed in the Client's information systems. Processing of such data may be carried out solely for the purpose of performance under this Contract, whereas, in addition to legal obligations, the obligations of confidentiality under this Article shall fully apply to the processing of personal data. The Contractor may process personal data only during performance under this Contract and immediately after its completion he must liquidate any and all personal data processed in this respect. The Contractor hereby expressly declares and confirms that the Client has informed him duly about the rights and obligations referred to in Act No. 18/2018 Coll. on Protection of Personal Data.
- 8.7 In the event of termination of validity or effectiveness of this Contract, the Contractor (i) shall return to the Client or destroy all documents and copies held by the Contractor, (ii) delete any confidential information from computer systems or other electronic devices.

## **9 RESPONSIBILITIES FOR DEFICIENCIES**

CONTRACT of WORK  
for Study for Hydrogen Storage

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- 9.1 The Contractor shall be responsible for any defects of the Work performed by it within the provisions of Article 564 of the Commercial Code so that as regards all deficiencies which will occur within the agreed warranty period (24 months from the date of the Work handover) the Contractor shall ensure their removal on the Client's call without undue delay and without any claim for reimbursement. The Contractor shall be obliged to remove the defects of the Work within fourteen (14) days after the Client's complaint, unless the Parties agree otherwise. The defects shall be considered to be removed on the date specified in a written confirmation by the Client. In the event of default of these terms on the part of the Contractor, the Client may have another person to remove the defects and deficiencies of the Work at his own choice and at the expense of the Contractor, whereas the Client shall notify the Contractor of such fact in writing.
- 9.2 The Client shall be entitled to claim the costs incurred to him in connection with the breach of the obligation of the Contractor to commence with removal of the defects in the Work in a timely manner or remove the defects of the Work claimed by the Client in a timely manner, whereas the Client shall be entitled to offset such costs against a pecuniary consideration of any nature, for which the Contractor is or will be entitled under this Contract. The above shall also apply to the Client's claim for damages against the Contractor.

## **10 LIABILITY**

- 10.1 Each of the Parties shall be responsible for caused damages as a result of violation of legal regulations and/or breach of this Contract. Both Parties undertake to make every effort to prevent and minimize occurred damages. The Client shall be entitled to offset unilaterally the amount of damages against the outstanding Contract Price of the Work or deduct it from any amount to which the Contractor is entitled under this Contract.
- 10.2 If the Contractor breaches any obligation under Articles 8 and/or 11 of this Contract and fails to remedy the breach within additional reasonable period granted by the Client, not exceeding 15 days, the Client shall be entitled to charge the Contractor a contractual penalty in the amount of EUR 10 000 for each such breach of the Contract, whereas this shall be without prejudice to the claim for damages.

## **11 INTELLECTUAL PROPERTY**

- 11.1 Each party owns and shall retain all right, title and interest in and to all of its intellectual property rights (hereinafter as "IPR") as they exist on the date of this Contract and the other party shall have no rights with respect to such IPR except as expressly permitted under this Contract.
- 11.2 All intellectual property created and/or developed as a result of, in relation to and/or during the term of this Contract ("IP") shall be and remain the exclusive property of the Client and the Contractor shall promptly execute and deliver to the Client and cause each member of the Contractor team to promptly execute and deliver to the Client all further confirmations, assignments, transfers, waivers and other documents and assurances as the Client may request from time to time.
- 11.3 During the term of this Contract, all discoveries, improvements, inventions and trade secrets whether patentable or not, whether created jointly by the Parties or not, made in the performance of this Agreement shall be solely owned by the Client („Contract Developments“) and the Contractor hereby transfers all transferable IP related to this



CONTRACT of WORK  
for Study for Hydrogen Storage

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Contract to the Client. The Client shall retain any and all rights to file any patent applications or other applications to register any part of IP on such Contract Developments. The Client shall solely determine whether to file for patent protection in any country or not. If the Client proceeds with filing a patent application on the patentable Contract Development in any given country, the Client shall bear all expenses related thereto and shall be the sole owner of any and all resulting patents and shall be entitled to all revenues derived from the issued patent. The Contractor agrees to provide the Client with reasonable cooperation and documentation needed for such patent application or similar procedures.

- 11.4 The Client shall have the worldwide exclusive right for unlimited time to commercialize i.e. to use, sell, license, sublicense, copy and modify any part of the Work and sell products based upon, sublicense, prepare derivative works from, or otherwise use or exploit the Work developed under this Contract.
- 11.5 Without prior written approval of the Contractor shall not, and shall not authorize any third party to: (a) modify, improve, enhance, reproduce or create derivative works of the Work or any part thereof, (b) rent, lease, loan, sell, transfer the Work or any part thereof; (c) allow the use of the Work or any part thereof for the benefit of third parties.
- 11.6 The Contractor represents and warrants it is the rightful owner or authorized licensee (with all requisite rights to sublicense) of all IPR used in development and performance of the Work and the Contractor further warrants that at the effective date of this Agreement it has not received notice that the IPR or any part thereof infringe the intellectual property rights of third parties.
- 11.7 The Contractor shall defend, indemnify and hold harmless the Client from and against any claims, liabilities, judgments, damages, expenses or proceedings (including reasonable legal fees, costs, interest and disbursements) brought by third parties against the Client based on breach of the warranties outlined in this Contract.
- 11.8 In the event of any claim of third party or threat thereof the Contractor may, at its option and expense, seek a license to permit the continued use of the affected part of the Work or use commercially reasonable efforts to replace or modify the Work or any part thereof so that the replacement or modified version is non-infringing, provided that the replacement or modified version has functionality comparable to that of the original.
- 11.9 The Contractor hereby grants to the Client an exclusive, irrevocable, transferable, timely and territory unlimited license also pursuant to the relevant provisions of Act No. 185/2015 Coll. Copyright Act to use the Work or any part thereof especially for the following purposes:
- processing of the Work
  - merging the Work with another work
  - making copies of the Work
  - public distribution and public presentations of the Work
  - presentations at conferences, seminars, workshops etc.
  - provide information for third parties and governments on potential H<sub>2</sub> storage capacities in Slovakia
  - use in scientific papers in open source databases

as well as the purposes mentioned in Articles 11.4 and 11.5 above and for any other purposes, existing now or invented later in the future, for which such Work is usually used or would be reasonably used in the future.

CONTRACT of WORK  
for Study for Hydrogen Storage

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- 11.10 Furthermore, the Contractor declares that if an author's work protected as a subject of intellectual property is part of the Work, whereas in terms of the Copyright Act the Contractor is not its direct author, by virtue of a license agreement concluded with the author the Contractor is entitled to give consent to the use of such author's work by a third party, and by the conclusion of this Contract the Contractor gives the Client such consent within the scope as provided above in this Article, or shall ensure such approval under a special contract with the author or a third party and submit it to the Client without undue delay after the conclusion of this Contract, whereas the provision of service related to such part of the Work shall be part of the Contractor's obligations hereunder.
- 11.11 In the case of non-fulfilment of the obligations resulting from this Contract on the part of the Contractor (e.g. breach of the obligations under this Contract, breach of obligation to remedy the defects etc.) or in the event of termination of this Contract, the Client may carry out any modifications of the Work or grant a third person a sublicense or sublicenses related to the Work within the authorizations provided under the license.
- 11.12 The price for granting licenses is included in the Contract Price.

## 12 FORCE MAJEURE

- 12.1 „Force Majeure“ means any circumstances beyond reasonable control of the Parties which could have not been reasonably foreseen and which prevented either NAFTA or SAV from fulfilling all or part of its obligations under the Contract.
- 12.2 Force Majeure includes but is not limited to:
- War or other hostilities (whether war be declared or not) invasion, act of foreign enemies, mobilization
  - Ionizing radiation or contamination by radioactivity
  - Rebellion, revolution, insurrection, civil war
  - Riot, commotion or disorder, labor dispute, strikes
  - Natural disasters, fire, explosion, flood
  - Pandemic/epidemic
  - Power or other utility outages
  - Decisions of the public authorities, supranational authorities, municipal authorities or other authorities which are binding upon either Party.
- 12.3 Neither of the Parties hereto shall be considered to be in default in the performance of its obligations to the extent that such performance has been prevented by Force Majeure.
- 12.4 The affected Party shall immediately notify the other Party in writing of the causes and expected duration of any such occurrence.
- 12.5 In the event of Force Majeure, the obligations of the Parties hereunder (except those previously incurred and remaining capable of fulfilment) shall be suspended during the period of force Majeure, provided, however, that the affected Party shall make every effort to remedy the cause thereof.
- 12.6 If the Force Majeure situation lasts for more than 60 calendar days, after its notification, either Party shall be entitled to withdraw unilaterally from the Contract.

**13 ASSIGNMENT**

This Contract shall inure to and be binding upon the successors and assignees of the Parties hereto; provided that neither Party shall assign this Contract and the rights hereunder to a third party without first having furnished the other Party with written notice of the intention to assign and having received the consent thereto from the other Party. No assignment of this Contract shall relieve or remove such assigning Party's liabilities or obligations under this Contract.

**13 GOVERNING LAW AND DISPUTE RESOLUTION**

- 14.1 This Contract and the resulting rights and duties, including the assessment of its validity as well as consequences of its probable invalidity, shall be governed by and duly interpreted in compliance with the legislation of the Slovak Republic.
- 14.2 The Parties herewith exclude application of any and all collision norms governed in bilateral and/or multilateral international agreements and/or conventions, and/or those which are part of the legislation of the Slovak Republic.
- 14.3 The legal relations of the Parties not specified in details in the Contract, shall be governed by the provisions of Act No. 513/1991 Coll. Commercial Code as amended.
- 14.4 All disputes arising out of or in connection with this Contract shall be finally settled by competent Slovak courts of law.
- 14.5 Notwithstanding anything stipulated in this Contract and its annexes, in the event of any discrepancy between the provisions of this Contract and the provisions of any of its annexes, the provisions stipulated in the Contract shall prevail.

**15 TERMINATION**

- 15.1 This Contract may be terminated prematurely by written agreement of the Parties.
- 15.2 The Client shall be entitled to withdraw from this Contract in the case of material breach hereof by the Contractor without any requirement to compensate damages, on the date of delivery of the withdrawal notice to the Contractor if:
- i. the Contractor repeatedly or materially violates its contractual obligations referred to herein; whereas especially breach of Articles 8 and 11 of this Contract shall be deemed a material breach
  - ii. the Contractor does not remove defects and deficiencies of the Work being claimed by the Client even within the additional period specified by the Client.
- 15.3 Withdrawal from this Contract by the Client shall be without prejudice to its right to make claims resulting from the breach of the Contract, including the claims for contractual penalties and compensation for any damage.
- 15.4 Withdrawal from this Contract shall be delivered to the Contractor by registered letter with acknowledgment of receipt to the address of the Contractor's seat referred to in the header hereof, unless the Contractor notifies the Client provably of another address for delivery. If the Contractor does not receive the withdrawal from the Contract sent in the above manner for any reason, the withdrawal from the Contract shall be considered delivered on the fifth

CONTRACT of WORK  
for Study for Hydrogen Storage

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(5th) day after its dispatch even if the Contractor had no knowledge of its delivery (the imposition of the post office). If the Contractor refuses to receive the withdrawal from the Contract, it shall be deemed delivered on the date when its receiving was rejected.

- 15.5 If the Client is in delay in providing clearly and reasonably specified assistance/cooperation required by the Contractor under this Contract and fails to provide such assistance even within the additional reasonable period granted by the Contractor, the Contractor may withdraw from this Contract.
- 15.6 If the Client is in delay in the payment of the amount invoiced by the Contractor under this Contract for more than thirty (30) days and does not comply with this obligation even within the additional period granted by the Contractor of at least fifteen (15) days after delivery of a written request for payment, the Contractor may withdraw from this Contract.
- 15.7 If the Contractor is in delay in the handover of part of the Work (or any of its parts) for more than thirty (30) days, except for circumstances excluding liability of the Contractor for delay, and does not comply with this obligation even within the additional period granted by the Client of at least fifteen (15) days after delivery of a written request, the Client may withdraw from this Contract.
- 15.8 The Client shall be entitled to terminate this Contract without giving any reason at any time with 3 months notice period, whereas a three-month notice period shall commence on the day following the date of delivery of the termination notice to the Contractor.
- 15.9 The right of the Parties to make a claim for contractual penalties or damages hereunder to the other Party for which the entitlement has arisen before the withdrawal from the Contract shall not expire upon withdrawal.
- 15.10 The termination of the Contract under this Article shall be without prejudice to the claims for compensation of damages resulting from breach of this Contract, contractual provisions relating to the choice of law, settlement of disputes between the Parties, any contractual penalties and other provisions which, under this Contract or with respect to their nature, are to be maintained even after the termination of this Contract.
- 15.11 In the event of termination of this Contract, the Parties shall mutually settle all the debts and liabilities incurred before the effective date of the withdrawal from this Contract within thirty (30) calendar days after the effective date of the withdrawal.

## **16 MISCELLANEOUS PROVISIONS**

- 16.1 This Contract shall be written in English language.
- 16.2 All notices and communications between NAFTA and SAV pursuant to this Contract shall be in the Slovak language. If any provision contained in this Contract is or becomes ineffective or is held to be invalid by a competent authority or court having final jurisdiction thereof, all other provisions of this Contract shall remain in full force and effect and, there shall be substituted for the such ineffective or invalid provision such effective and valid provision having an economic effect as similar as possible to such ineffective and invalid purposes.
- 16.3 This Contract together with its annexes constitutes the entire agreement between the Parties hereto. This Contract supersedes any oral or written understandings, proposals or

CONTRACT of WORK  
for Study for Hydrogen Storage

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communications heretofore entered into by or on account of the Parties and may not be changed modified or amended except in writing signed by the Parties hereto.

16.4 The failure of the Parties to enforce at any time any provision of this Contract, or any rights in respect thereto, or to exercise any election herein, shall not operate as a waiver of any such provisions, rights or elections, or in any way affect the validity of this Contract or the obligations or responsibilities of the Parties. The exercise by any Party of their rights or elections herein shall not preclude or prejudice any Party from exercising any other right it may have under this Contract.

16.5 This Contract shall only be valid together with the following annexes, which shall form an integral part of this Contract:

- a. Annex N.1: Detailed Scope of Work
- b. Annex N.2: Schedule
- c. Price proposal

IN WITNESS WHEREOF the Parties hereto have executed this Contract at the date and year first above written in one original copy to be kept by NAFTA and one to be kept by SAV and such Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

NAFTA a.s.

SAV

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**NAFTA a.s.**  
Martin Bartošovič  
CEO  
under power of attorney

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**NAFTA a.s.**  
Ladislav Goryl  
Head of UGS Division  
under power of attorney



annex no 1 - task  
specification.docx



annex no 2 -  
timeschedule.docx

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for Study for Hydrogen Storage

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Priloha c.  
3\_cenova\_ponuka S.