

Addendum no.1 to Consortium Agreement

Between

EKONERG - Energy Research and Environmental Protection Institute, d.o.o.

and

Jadrová a vyraďovacia spoločnosť, a.s.

and

ENCONET d.o.o.

On the one part, **EKONERG – Energy Research and Environmental Protection Institute, d.o.o.** (hereinafter referred as “**EKONERG**”) with VAT HR71690188016 and whose place of business is at Koranska 5, 10000 Zagreb, Republic of Croatia.

On the one part, **Jadrová a vyraďovacia spoločnosť a.s.** (hereinafter referred as “**JAVYS**”) with VAT No.: 35 946 024 and whose place of business is at Jaslovské Bohunice 360, 919 30 Jaslovské Bohunice, Slovak Republic,

On the one part, **ENCONET d.o.o.** (hereinafter referred as “**ENCONET**”) with VAT 71690188016 and whose place of business is at Miramarska 20, 10000 Zagreb, Republic of Croatia,

Hereinafter referred to as PARTY or PARTIES respectively.

WHEREAS,

- **EKONERG** provides services of design documentation development (conceptual design, preliminary, main and detailed design, work documentation, as-built design, drafting bills of quantities and specifications, validation of design documentation made by foreign design engineers), design supervision, provision of consulting services and implementation of engineering services and plant construction by “turn-key”. In the field of environment, **EKONERG** provides services for preparation of environmental licencing documentation, for which is certified by national authority.

- **JAVYS** is well experienced in operation, maintenance and decommissioning of nuclear facilities as well as in spent nuclear fuel and radioactive waste management. It possesses the know-how, the facilities, and the technical capabilities necessary to provide, within the limits of the authorizations required by the applicable law, the transport, treatment and conditioning of the radioactive materials.;
- **ENCONET** is a consulting and engineering company providing services in the field of nuclear and radiological safety. ENCONET has experience in performing safety assessments and analyses for various waste management facilities and activities, performing waste characterization for NPPs, developing and reviewing waste acceptance criteria, developing radioactive waste management strategies and conducting related feasibility studies.
- PARTIES submitted the joint proposal (offer I-06-1473-1/23), accepted by the Client **Fond za financiranje razgradnje i zbrinjavanja radioaktivnog otpada i iskorištenog goriva Nuklearne elektrane Krško**, Radnička cesta 47, Zagreb (hereinafter referred as the “Client”) to perform the services for the:

IZRADA PROJEKTNE DOKUMENTACIJE, SIGURNOSNIH ANALIZA I STUDIJE UTJECAJA NA OKOLIŠ ZA POTREBE USPOSTAVE CENTRA ZA ZBRINJAVANJE RADIOAKTIVNOG OTPADA, NAKON PROMJENE ULAZNIH PARAMETARA
(hereinafter referred as the “Project”);

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NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1 BACKGROUND AND PURPOSE OF THE ADDENDUM TO CONSORTIUM AGREEMENT

The Client has changed Design Inputs, referenced to all the Services undertaken by the Consortium in accordance with the Service Agreement.

The change in Design Inputs refers to encompassing 3 possible types of RCC in to the Consortium services.

The Parties agreed to jointly perform all the Services undertaken by the Consortium in accordance with the Service Agreement and Addendum to the Service agreement no: 5-4/23-5-1/12, concluded on 20th of July 2023.

The rights, obligations, the terms and conditions of the internal relationship of the Parties in the Consortium, are defined by the Consortium agreement and are not subjected to change.

2 PRICE AND DIVISION OF RESPONSIBILITY

With this Addendum to the Consortium Agreement, a change in the Appendix 1, of the Final Consortium Agreement (Agreement) refers to increased total contract value and associated financial value of each party.

The total contract value of the service has been increased by 80.000,00 EUR so that now the contract value of all works without value added tax is

EUR ...



Other parts of the Appendix 1 of the Agreement, except here presented, are not subjected to change and are valid.

3 COSTS AND FINANCING

This article is referring to Cost and Financing affected in relation to the increased contract value corresponding to Addendum to the Service Agreement.

Except as otherwise expressly set forth in this Addendum to the Agreement, each Party shall bear all costs incurred by it in connection with this Addendum to the Consortium Agreement, the Addendum to the Service Agreement or performance of any obligations thereunder.

Joint costs, if any, for negotiations with the Client concerning the Service Agreement and Addendum to the Service Agreement shall be always separately agreed before such costs are incurred and in such cases the relevant costs shall be divided between the Parties in proportion to their respective Shares of Services.

4 BONDS AND BANK GUARANTEES

This article is referring to Bonds and Bank Guarantees affected in relation to the increased contract value corresponding to Addendum to the Service Agreement.

The Consortium leader will issue Addendum to the bank guarantee to the Client on behalf of the Consortium at full amount.

Regarding the increase of contract value, Each Party shall at its own expense, in proportion to its respective Share of Services, provide or arrange to the Consortium leader back guarantee within increased part of contract value (80.000,00 EUR). Alternatively, the Party may provide respective amount to the Consortium leader bank account. Returning of the amount or its part back to the Party will be aligned with the expiry date of the bank guarantee issued by Consortium leader in favour of the Client (expected date 19.6.2025).

5 INSURANCE

This article is referring to Insurance affected in relation to the increased contract value corresponding to Addendum to the Service Agreement.

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Each Party shall effect and maintain at its own risk and expense those insurances required by the Service Agreement and Addendum to the Service Agreement in respect of its respective Share of Services unless the Service Agreement or relevant Addendum to the Service Agreement requires them and/or the Parties agree to effect common insurance(s). In such case the Consortium Leader, in agreement with other Parties shall effect and maintain such common insurance(s) in the joint interest of the Parties. The cost of effecting and maintaining such common insurance(s) shall be shared by the Parties in proportion to their respective Shares of Services.

6 EFFECTIVENESS OF AGREEMENT

This Addendum to the Consortium Agreement has been executed in three original counterparts, one being retained by each Party hereto and shall become effective immediately upon signing by the Parties hereto.

This Addendum to the Agreement shall be valid and remain in force until fulfilment and completion of all obligations of the Parties and the Client under the Service Agreement, Addendum to the Service Agreement and, in respect of the Parties, under this Addendum to the Agreement.

In witness whereof, the Parties hereto, acting through their duly authorized representatives, have duly executed this Addendum to the Agreement.

Signed and executed in Zagreb, on 18th of August, 2023.

In witness thereof, the PARTIES have caused this Addendum to the Agreement to be executed by their duly authorized representatives as of the date written below.

EKONERG - Energy Research and Environmental Protection Institute

Signed: _____ ZAGREB
Name: Elvis Cukon
Title: Director
Date: 14.03.2023



JAVYS, a.s.

Jadrová a vyradovacia spoločnosť, a.s.
Jaslovské Bohunice 360
919 30 Jaslovské Bohunice
IČO: 35946024 DIČ: 2022036599
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Signed: _____
Name: Pavol Štuller, MBA
Title: Chairman of the Board of Directors
Date: _____

Signed: _____
Name: Vladimír Švigár
Title: Vice- chairman of the Board of Directors
Date: _____

Signed: _____
Name: Miroslav Božik
Title: Member of the Boards of Directors
Date: _____

Signed: _____
Name: Ján Horváth
Title: Member of the Board of Directors
Date: _____

ENCONET d.o.o.

Signed: _____
Name: Josip Vukovic
Title: Director
Date: _____