

**CONTRACT FOR CREATION OF ARCHITECTURAL STUDY,
PROJECT DOCUMENTATION AND PERFORMANCE OF
ENGINEERING ACTIVITIES**

**FOR THE PROJECT OF
“Správa železnic Headquarters”**

by and between

**Správa železnic, státní organizace
as the Client**

and

[TO BE COMPLETED BY THE CONTRACTOR]

as the Contractor

concluded on **[TO BE COMPLETED BEFORE THE CONCLUSION
OF THE CONTRACT BY THE CLIENT]**

contract number **[TO BE COMPLETED BEFORE THE
CONCLUSION OF THE CONTRACT BY THE CLIENT]**

TABLE OF CONTENTS

CONTRACTING PARTIES	3
PREAMBLE	4
1. GENERAL PROVISIONS	5
2. PROJECT PREPARATION	10
3. ARCHITECTURAL STUDY	10
4. PROJECT DOCUMENTATION	13
5. OWNERSHIP RIGHT, RIGHT TO USE THE DOCUMENTATION AND OTHER OUTPUTS OF THE CONTRACTOR (LICENSES)	17
6. LEGAL DEFECTS IN THE PERFORMANCE OF THE CONTRACTOR	18
7. SERVICES FOR OBTAINING PERMITS (ENGINEERING ACTIVITY)	19
8. AUTHOR'S SUPERVISION	20
9. GENERAL OBLIGATIONS OF THE CLIENT	23
10. GENERAL OBLIGATIONS OF THE CONTRACTOR	24
11. PRICE AND PAYMENT TERMS	28
12. CONTRACTUAL PENALTIES	30
13. LIABILITY, INSURANCE AND BANK GUARANTEE	31
14. CHANGES OF THE SUBJECT OF THE PERFORMANCE OF THE CONTRACTOR	34
15. CONTRACT TERMINATION	35
16. FINAL PROVISIONS	38

CONTRACT FOR CREATION OF ARCHITECTURAL STUDY, PROJECT DOCUMENTATION AND PERFORMANCE OF ENGINEERING ACTIVITIES

concluded pursuant to the provisions of Section 2586 et seq. of Act No. 89/2012 Coll., the Civil Code,
as amended.
(the “Contract”)

CONTRACTING PARTIES

(1) Správa železnic, státní organizace

with its registered office at: Prague 1 - Nové Město, Dlážděná 1003/7, Postcode 11000

Company ID No.: 70994234

Tax ID No.: CZ70994234

Data box identifier: uccchjm

represented by: **[TO BE COMPLETED BEFORE THE CONCLUSION OF
THE CONTRACT BY THE CLIENT]**

incorporated in the Commercial Register maintained by the Municipal Court in Prague,
Section A, Insert No. 48384

(the “Client”)

and

(2) **[NAME TO BE COMPLETED BY THE CONTRACTOR]**

with its registered office at: **[TO BE COMPLETED BY THE CONTRACTOR]**

Company ID No.: **[TO BE COMPLETED BY THE CONTRACTOR]**

Tax ID No.: **[TO BE COMPLETED BY THE CONTRACTOR]**

represented by: **[TO BE COMPLETED BY THE CONTRACTOR]**

bank details: account no. **[TO BE COMPLETED BY THE CONTRACTOR]**,
maintained at **[NAME OF THE BANK TO BE COMPLETED
BY THE CONTRACTOR]**

incorporated in the Commercial Register maintained by **[TO BE COMPLETED BY THE
CONTRACTOR]** Court in **[TO BE COMPLETED BY THE CONTRACTOR]**, Section **[TO BE
COMPLETED BY THE CONTRACTOR]**, Insert No. **[TO BE COMPLETED BY THE
CONTRACTOR]**

(the “Contractor”)

(the Client and the Contractor hereinafter collectively referred to as the “**Parties**” and each individually as the “**Party**”)

PREAMBLE

WHEREAS

- (A) The Client wishes to ensure the completion of the work consisting in the provision of the performance specified in the Article 1.1 of the Contract for the purposes of the future construction of the new administrative office of Správa železnic, state organisation, called the "Správa železnic Headquarters", in the southern vicinity of the newly prepared Smíchov terminal along Nádražní Street, Prague 5 municipal district (the "**Construction**") on Land lot No. 5093/5, 5093/6, 5093/7 and 5093/8 registered in Certificate of Title 1943, on Land lot No. 5006/2, 5006/3, 5006/8 and 4990/1 registered in Certificate of Title 2838, further on Land lot No. 5006/7, 5006/9 and 5018/1 registered in Certificate of Title 549, on Land lot No. 5006/5 and 5006/6 registered in Certificate of Title 8786; all these in the cadastral district of Smíchov, the municipality of Prague, maintained in the Land Register by the Land Registry Office for the Capital City of Prague, Prague Cadastral office (the "**Project**");
- (B) With regard to the above, the Client initiated, in accordance with Section 143 et seq. of Act No. 134/2016 Coll., on Public Procurement, as amended (the "**PPA**"), a competition for design. On [TO BE COMPLETED BEFORE THE CONCLUSION OF THE CONTRACT], the Notice of the Competition for Design was published in the Public Procurement Journal under registration number [TO BE COMPLETED BEFORE THE CONCLUSION OF THE CONTRACT] and in the Official Journal of the European Union under registration number [TO BE COMPLETED BEFORE THE CONCLUSION OF THE CONTRACT]. The results of the competition for design were then published in the Public Procurement Journal on [TO BE COMPLETED BEFORE THE CONCLUSION OF THE CONTRACT] and in the Official Journal of the European Union on [TO BE COMPLETED BEFORE THE CONCLUSION OF THE CONTRACT] (the "**Competition for Design**");
- (C) In the negotiation procedure without publication carried out in accordance with Section 65 of the PPA, which followed the Competition for Design (the "**NPWP**"), the Client decided that the most advantageous proposal is the Client's proposal, the content of this Contract being the result of joint negotiations between the Parties carried out within the NPWP;
- (D) The Contractor is ready to provide the Client with the performance specified in more detail especially in Article 1.1 of the Contract, namely in accordance with this Contract and with the Client's instructions;
- (E) The Client reserves the right not to request from the Contractor the performance defined in Article 1.1, letter (c), points 2 and 3 of the Contract and/or to assign these performances to a designer selected in a separate tender procedure (the "**Chief Designer**"). For the avoidance of doubt, the Client states that in such a case the subject of the Contractor's activity shall not include the performance pursuant to Article 1.1, letter (f) of the Contract either; on the contrary, in such a case the activities defined in Article 1.1 letter (e) of the Contract shall become a part of the Contractor's performance. If the Contractor is not instructed by the Client to provide the performance defined in Article 1.1, letter (c), point 2 or the performance defined in Article 1.1, letter (c), point 3 of the Contract, the provisions of the Contract relating to the above activities shall not apply, as well as the provisions of the Contract relating to the activity pursuant to Article 1.1, letter (f) of the Contract.
- (F) The Client is ready to provide the Contractor with cooperation and to pay to the Contractor the agreed Price (as specified in more detail further in this Contract);

THE PARTIES HAVE AGREED AS FOLLOWS:

1. GENERAL PROVISIONS

1.1 Subject of the Contract

The subject of this Contract is the Contractor's obligation to prepare and/or to provide the Client with:

- (a) **the preparation of the Project** for the purpose of defining the input data for the proper performance of the Contractor's activities pursuant to Article 1.1, letters (b) and (c) of the Contract, namely in the scope and with the requirements specified in more detail in Article 2.1 of the Contract and in *Annex No. 2/A* (the "**Project Preparation**");
- (b) **the finalisation of the competition design, namely** in the scope and with the requirements specified in more detail in Article 3 of the Contract, and in *Annex No. 2/B*. When finalising the competition design, the Contractor is bound by the competition design submitted by the Contractor within the Competition for Design, which is a part of this Contract as its *Annex No. 1*, and by the Client's requirements for modification of the Contractor's competition design set out in *Annex No. 1* (the "**Architectural Study**"), and
- (c) **the project documentation, namely:**
 - 1. the documentation for the issuance of a decision on the location of the construction for the Construction (the "**Zoning Decision**"), by which the Construction is placed, prepared in accordance with Article 4.2 of the Contract, the Decree, *Annex No. 2/C* and supplemented by a calculation of the investment costs – the Costs Estimate (the "**Documentation for the Zoning Decision**" or the "**DZD**"), and if the Client gives such an instruction to the Contractor, then also performance contained under Article 1.1(c)(2) and/or performance contained under Article 1.1(c)(3) of the Contract.
 - 2. the project documentation in the scope necessary for the issuance of the final building permit for the Construction (the "**Building Permit**"), which authorises the Construction, prepared in accordance with Article 4.2 of the Contract, in accordance with the relevant legal regulations (especially Section 2 of the Decree), with *Annex No. 2/C* and supplemented by a calculation of the investment costs – the Costs Estimate (the "**Documentation for the Issuance of the Building Permit**" or the "**DBP**"),
 - 3. the project documentation for the execution of the Construction, prepared in accordance with Article 4.4 of the Contract, in accordance with the relevant legal regulations (especially Section 3 of the Decree), including the statement of acreage and the control itemised budget, and in accordance with *Annex No. 2/C* (the "**Project Documentation for the Execution of the Construction**" or "**PDEC**");(**"DZD"**, **"DBP"** and **"PDEC"** hereinafter also referred to as the "**Project Documentation**");
(the "**Project Documentation**" and the "**Architectural Study**" hereinafter also collectively referred to as the "**Documentation**").
- (d) **Services for obtaining the permits** according to Article 7 of the Contract, where the Contractor, in accordance with Article 7 of the Contract, shall provide the engineering activities for the Client for the purpose of obtaining the final Zoning Decision, and in the event that the Contractor will also ensure the DBP preparation for the Client pursuant to Article 1.1, letter (c), point 2 of the Contract, then also the engineering activities for the purpose of obtaining the final Building Permit;
- (e) in the event that the Contractor will also provide the PDEC processing for the Client, then it will also ensure **author supervision** pursuant to Article 8 of this Contract (the "**Author Supervision**"), including the **cooperation in the selection of the Construction's supplier** according to Article 8.4 of the Contract (the "**Cooperation in the Supplier Selection**");

- (f) in the event that the Contractor will not ensure the preparation of the entire Project Documentation for the Client pursuant to Article 1.1, letter (c) of the Contract, then it will ensure **ancillary author supervision** pursuant to Article 8.5 of the Contract (the "**Auxiliary Author Supervision**").

For the duly provided performance, the Client shall pay to the Contractor the Price as specified in more detail in Article 11 of the Contract.

For the avoidance of doubt, the Parties state that the subject of this Contract is not the Contractor's obligation to prepare the project documentation for the actual execution of the construction.

1.2 Purpose of the Contract

The purpose of this Contract is to ensure the proper provision of the services pursuant to Article 1.1 of the Contract, so that the final Project is designed and subsequently executed with emphasis on the latest knowledge in the field of construction and operation of buildings made for the same purpose as the Building, so that the final Project respects the requirements of the Client under this Contract, and so that the Building could be used at optimal operating costs.

1.3 Authorisation of the Contractor and Subcontractors

The Contractor declares to be authorised to perform the subject of the Contract and to hold all the necessary authorisations and permits required by the applicable legal regulations; the Contractor is obliged to ensure that all the authorisations and permits required by the legal regulations are also held by all individual persons, who will be used by the Contractor to perform the Contract and who must hold such authorisations and permits according to the relevant legal regulations.

Both the Contractor and its subcontractors must ensure that selected activities in the performance of the Contract are executed by natural persons stated in the Contractor's competition design or proposal submitted within the NPWP, who have been authorised to perform these activities under special regulations, and whose number, expertise and professional qualification comply with the qualification prerequisites stipulated in the terms and conditions of the Competition for Design. The change of these persons is not considered a change of the Contract. A necessary condition for a change of a person, through whom the Contractor proved the fulfilment of the qualification prerequisites within the proposal, is that the Contractor submits, as a part of its notification of the change of this person, the originals or officially certified copies of the documents proving the qualification of the newly proposed person, namely at least in the scope required by the terms and conditions of the Competition for Design or by the NPWP tender conditions. The Contractor is obliged to notify the Client of the change at least seven (7) calendar days before the proposed change takes effect. The change takes effect after the seventh calendar day after delivery of the notification to the Client; this does not apply if the conditions for the change of the Contractor's authorised person pursuant to this Article 1.3 are not met, in which case the Client shall, without undue delay, notify the Contractor in writing of the reasons for which the conditions for the change of the Contractor's authorised person are not met.

1.4 Representatives of the Parties

For the purposes of this Contract, the Parties appoint the following natural persons as their representatives:

- (a) Representative of the Client in charge of business matters:

Name:	[TO BE COMPLETED BEFORE THE CONCLUSION OF THE CONTRACT]
Mailing address:	Správa železnic, state organisation, Stavební správa západ, Sokolovská 1955/278, 190 00 Prague 9
Mobile:	+420 [TO BE COMPLETED BEFORE THE CONCLUSION OF THE CONTRACT]
E-mail:	[TO BE COMPLETED BEFORE THE CONCLUSION OF THE CONTRACT]

Representative of the Client in charge of technical matters:

Name: [TO BE COMPLETED BEFORE THE CONCLUSION OF THE CONTRACT]
Mailing address: Správa železnic, state organisation, Stavební správa západ, Sokolovská 1955/278, 190 00 Prague 9
Mobile: +420 [TO BE COMPLETED BEFORE THE CONCLUSION OF THE CONTRACT]
E-mail: [TO BE COMPLETED BEFORE THE CONCLUSION OF THE CONTRACT]

(hereinafter collectively referred to as the "**Representative of the Client**").

(b) Representative of the Contractor in charge of business matters:

Name: [TO BE COMPLETED BY THE CONTRACTOR]
Mailing address: [TO BE COMPLETED BY THE CONTRACTOR]
Mobile: +420 [TO BE COMPLETED BY THE CONTRACTOR]
E-mail: [TO BE COMPLETED BY THE CONTRACTOR]

Representative of the Contractor in charge of technical matters:

Name: [TO BE COMPLETED BY THE CONTRACTOR]
Mailing address: [TO BE COMPLETED BY THE CONTRACTOR]
Mobile: +420 [TO BE COMPLETED BY THE CONTRACTOR]
E-mail: [TO BE COMPLETED BY THE CONTRACTOR]

(hereinafter collectively referred to as the "**Representative of the Contractor**").

All obligations and authorisations stipulated in this Contract or arising therefrom for the Parties, except for a change of the Contract, termination of the Contract and appointment and dismissal of the Representative of the Client and of the Representative of the Contractor, may be performed, on behalf of the Client by the Representative of the Client in charge of technical matters and on behalf of the Contractor by the Representative of the Contractor in charge of technical matters, provided that the Representative of the Client in charge of business matters and the Representative of the Contractor in charge of business matters may authorise another person in writing to perform these activities; such authorisation as well as its revocation shall be effective against the other Party at the earliest in the moment of its delivery to the other Party.

1.5 Other Key Persons on the Part of the Contractor

For the purposes of this Contract, the Client appoints the following natural persons who must personally participate in the performance of the subject of the Contract:

(a) Chief Architect:

Name: [TO BE COMPLETED BY THE CONTRACTOR]
Mobile: +420 [TO BE COMPLETED BY THE CONTRACTOR]
E-mail: [TO BE COMPLETED BY THE CONTRACTOR]

(b) Chief Project Engineer

Name: [TO BE COMPLETED BY THE CONTRACTOR]
Mobile: +420 [TO BE COMPLETED BY THE CONTRACTOR]
E-mail: [TO BE COMPLETED BY THE CONTRACTOR]

The persons referred to in this Article may be replaced only for a serious reason in accordance with the procedure pursuant to Article 1.3 of the Contract.

1.6 Adherence to the Maximum Amount of the Required Investments

The architectural study and all stages of the Project documentation, which will be prepared by the Contractor, must be prepared in such a way that the Costs Estimate, or in the case of the PDEC the control itemised budget (the “**Costs Estimate**”) complies with the required investment in the total maximum amount for the Construction, i.e. in the amount of CZK **1,950,000,000 without VAT**.

The following items are included in the total maximum investment amount:

- new building (new buildings);
- fixed built-in interior of the new building;
- overall landscaping of the designed area in the scope of the items listed in *Annex No. 3*.

The required investment is the Construction, which means a construction work as a result of construction activities, forming a spatially complete or at least technically separate part of the construction together with its components. This includes equipment and items firmly attached to the construction work (including built-in furniture and other interior fittings). The construction includes, in accordance with the Building Act and with its implementing regulations, the construction part (construction objects - construction work) and the technological part (operating sets). The predominant material scope of the construction part will consist of the construction work, the predominant part of the technological part will then consist of operating units and sets. For the execution of the Construction, construction work and assembly work are required, including materials, structures, products, machines and equipment, which will be incorporated or installed into the building as a part of these works.

Potential technological and other equipment, that is not firmly connected with the Construction (costs of free-standing furniture - the acquisition costs of the interior and of the first equipment of the building are not included in the maximum investment amount for the Construction), shall be neither a part of the investment costs of the execution of the Construction, nor a part of the maximum amount of the investment pursuant to this Article 1.6 of the Contract. For the avoidance of doubt, the Client also states that the costs of the free-standing furniture (costs of acquiring the interior and of the first equipment of the building) are not included in this amount. For the avoidance of doubt, the Client further states that this amount also includes the completion activities of the Construction Contractor and incidental costs of the execution of the Construction.

When handing over the Architectural Study and each stage of the Project Documentation, which will be processed by the Contractor, the Contractor shall be obliged to prove to the Client that the maximum amount of the investment costs of the Construction, pursuant to Article 1.6, was observed. For the purposes of verifying the compliance with the maximum amount of the investment for the Construction within the meaning of this Article 1.6 of the Contract, the Contractor is obliged to follow the rules set out in this Article 1.6 of the Contract and according to *Annex No. 3*.

However, for the avoidance of doubt, the Parties state that the Contractor shall not be responsible for the fact, that the Costs Estimate will be exceeded due to activities of the Construction Contractor or for any other reasons (price increase especially of construction work and of

equipment/systems, price list changes, changes in legislation, unforeseen costs, extra work or other additional changes, exchange rate differences, force majeure, etc.). However, in such case the Contractor shall be responsible for ensuring that the Construction's contractor does not exceed the given costs of the Construction due to extra work that arose due to a possible defect in the Architectural Study or in the Project Documentation.

For the avoidance of doubt, the Parties also state that the Contractor is in no way responsible for the fact that if the DBP and/or the PDEC is prepared by the Chief Designer, in preparing these subsequent stages of the Project Documentation of the Chief Designer, the Costs Estimate is exceeded as a result of third parties' activities (the Chief Designer, other designers). However, the Contractor shall be responsible for ensuring that the Construction's contractor does not exceed the given costs of the Construction due to extra work that arose due to a possible defect in the Architectural Study or in the Documentation for the Zoning Decision.

For the avoidance of doubt, the Parties further state that the Contract shall not be deemed breached by the Contractor if the required Construction investments are exceeded by the amount specified under this Article 1.6 of the Contract exclusively as a result of the Client's instruction; this does not apply if the Contractor did not inform the Client in writing prior to the execution of the instruction that, as a result of the execution of the Client's instruction, the required Construction investments in the amount specified under this Article 1.6 of the Contract would be exceeded, although the Contractor should and could have known, while meeting the highest professional care, of such consequence of the execution of the instruction.

1.7 Binding Nature of Deadlines for the Provision of the Performance under the Contract

The Contractor is obliged to provide the performance under this Contract within the deadlines specified in *Annex No. 5*, or according to the deadlines specified in individual articles of the Contract. If the deadlines specified in individual articles of this Contract are in contradiction with the deadlines specified in *Annex No. 5*, the deadline specified in a relevant article of this Contract shall be used instead of the deadline specified in *Annex No. 5*.

After a prior written consent and in exceptional cases and pursuant to relevant provisions of the PPA, the deadlines for the provision of the performance under this Contract may be extended without imposing a sanction. The decision about a reasonable extension of the individual deadlines is at the sole discretion of the Client and the Contractor has no right to such extension of the deadlines, except for cases where the Contract provides otherwise. Such extension of the deadlines does not have to take the form of an amendment to this Contract, for example, a written statement of the Client or a record from the inspection day signed by the Client is sufficient.

1.8 Inspection Days

The Contractor shall convene regular inspection days for the management of the Project in the Client's registered office at least once every fourteen (14) calendar days for the entire period of the Contractor's performance under the Contract, unless the Parties agree otherwise in writing. At the inspection days, the Representative of the Contractor and the Representative of the Client (with possible cooperation of the Chief Designer) shall check and review the progress of the work and the Client shall continuously approve the parts of the Documentation compiled so far. During the inspection days, suggestions for the choice of materials and technologies to be used within the Project shall also be approved. If, in any part of the Documentation, the suggested materials or technologies are not approved in writing by the Client and are performed in violation of the Contract, then the Contractor is obliged to rework the Documentation, the suggestions for materials or technologies free of charge according to the Client's instructions. The approval of a part of the relevant Documentation by the Client does not release the Contractor from full liability for the quality of the work, except for cases where the Client insisted, despite a written notice from the Contractor, on instructions which had a negative effect on the final quality of the work. In the event that the Client will, by procedure according to this paragraph, require the use of materials and technologies that increase the maximum amount of required investments under 1.6

Article of the Contract, this fact shall be borne by the Client, and the Contractor has not violated the provisions of Article 1.6 of the Contract.

At least one of the inspection days during the work on the preparation of the Architectural Study shall take the form of a presentation, while the date shall be chosen after a prior agreement with the Client.

The Contractor acknowledges and agrees that the Chief Designer may also participate in the inspection days if the Contractor does not provide the Client with the performance pursuant to Article 1.1, letter (c), point 2, or the performance defined in Article 1.1, letter (c), point 3 of the Contract; the Chief Designer shall provide the Client with all necessary cooperation.

The acquisition and distribution of records from the inspection day shall be ensured by the Contractor.

2. PROJECT PREPARATION

2.1 Project Preparation

Prior to the commencement of work on the preparation of the Architectural Study, the Contractor shall convene a meeting with the Client in order to discuss the basic requirements of the Client for the preparation of the Architectural Study, information and underlying materials available to the Contractor for the preparation, as well as other issues relevant to the preparation of the Architectural Study. The meeting shall be convened by the Contractor so that it takes place no later than ten (10) calendar days from the effective date of the Contract, by a written invitation delivered to the Client. Unless the Parties agree otherwise, the meeting will take place in the Client's registered office. The Contractor shall prepare a written record of the meeting, submit the record to the Client for approval and subsequently provide the Client with a copy of the approved record.

In connection with the aforementioned meeting, the Contractor shall subsequently carry out preparatory work prior to the elaboration of the Architectural Study at least to the extent defined in *Annex No. 2/A* to the Contract.

2.2 Repository

Prior to the commencement of work, the Contractor shall, at its own expense, provide a "Project Cloud", a disk environment where files and documents in the structure submitted by the Client will be stored. The repository shall have sufficient capacity for all, especially Project Documentation in all phases. This Project Cloud shall be the property, operational and security responsibility of the Contractor, and the Contractor shall allow access (the scope of access shall be specified by the Client) to a defined number of the Client's representatives. All documents over 10 MB shall be shared in the form of this Project Cloud, with the possibility of notification/alert for inserting/editing/deleting any document. The Contractor shall at any time enable a security control/analysis of the Project Cloud by the Client or by a person appointed by the Client. The Project Cloud shall be fully functional on the MICROSOFT, GOOGLE and APPLE operating platforms for both fixed and mobile devices of these platforms. After the end of each phase, the Contractor together with the Client shall evaluate the effectiveness of this Project Cloud, adjust/clean it. After these actions, the Contractor shall hand over the complete Project phase to the Client on a suitable digital medium. The Client does not require the connectivity of the Project Cloud with its corporate systems; nevertheless, it does not recommend an incompatible solution of "ftp" type.

3. ARCHITECTURAL STUDY

3.1 Basic Information on the Architectural Study

The Contractor is obliged to prepare the Architectural Study in accordance with the architectural design prepared and submitted by the Contractor within the Competition for Design and in accordance with the proposal submitted by the Contractor within the NPWP, while each following

version of the Architectural Study shall be based on the previous stage of the Architectural Study version approved by the Client.

The Contractor is obliged to compile the Architectural Study so that it meets, in terms of its content as well as its scope, the requirements specified in *Annex No. 2/B*. The Architectural Study shall be compiled on the basis of and in accordance with the underlying materials received by the Contractor within the Competition for Design and the regulations and underlying materials listed in *Annex No. 6* (the “**internal guidelines of the Client**”). When compiling the Architectural Study, the Contractor is further obliged to put emphasis on the compliance of the proposed design with the binding Czech Technical Standards.

The Contractor is obliged to compile and submit the Architectural Study and its individual versions (the First Draft of the Architectural Study and the Fair Copy of the Architectural Study) within the deadlines specified in *Annex No. 5*.

3.2 First Draft of the Architectural Study

The Contractor shall compile and submit to the Client the first draft of the Architectural Study prepared in accordance with *Annex No. 2/B*, both in paper form, in a total of three (3) original copies marked “CONCEPT”, including the Costs Estimate, and in digital form, in a total of three (3) copies in the format specified in *Annex No. 2/B* to the Contract (the “**First Draft of the Architectural Study**”).

The digital form of the First Draft of the Architectural Study must fully correspond, in terms of content and structure, to the paper form; violation of this provision is considered a defect of the First Draft of the Architectural Study pursuant to Article 3.8 of the Contract. In the event of a conflict between the paper and digital form of the First Draft of the Architectural Study, the paper form of the First Draft of the Architectural Study shall prevail.

The Contractor is obliged to submit the First Draft of the Architectural Study to the Client within the deadline specified in *Annex No. 5*.

3.3 Incorporation of the Client's comments to the First Draft of the Architectural Study

The Client shall notify the Contractor in writing, no later than thirty (30) calendar days from the day on which the Client received the First Draft of the Architectural Study from the Contractor, of the Client's comments and requirements for making adjustments to the First Draft of the Architectural Study. The comments and requirements for making adjustments to the First Draft of the Architectural Study may also originate in the comments of the Chief Designer, which the Client has accepted as its own.

In the event that the Contractor does not agree with the Client's comment pursuant to this Article of the Contract, the Contractor shall notify the Client of this fact in writing; the notification must always contain a description of the comment and the reasons for the Contractor's disagreement. The notification of disagreement with a comment must be made by the Contractor no later than twenty (20) calendar days from the day on which the Contractor received the comments; after the expiration of this period in vain, the Contractor shall be considered to agree with the comments. Within the period of twenty (20) calendar days from the date of notification of the Contractor's disagreement with the Client's comment, the Client shall notify the Contractor in writing that the Client convenes a meeting of the Parties to settle the comment in question, stating the time and place of the meeting, or shall directly give a written instruction to the Contractor regarding the way of settlement of the comment (the decision on the Client's procedure is at its sole discretion). If, during the meeting of the Parties, the Client and the Contractor do not agree on the way of settlement of the comments according to this Article of the Contract, the final decision on the way of settlement of the comments shall be up to the Client, which shall give a respective written instruction to the Contractor within twenty (20) calendar days of the end of the meeting of the Parties.

The Contractor is obliged to adjust the First Draft of the Architectural Study in the scope and in the manner agreed between the Parties by procedure pursuant to this Article of the Contract, or

according to the final written instruction of the Client pursuant to the previous sentence, no later than within the period set for the compilation of the First Draft of the Architectural Study for discussion with the Consulting institutions pursuant to *Annex No. 5*.

The deadline for preparation of the First Draft of the Architectural Study for discussion with the Consulting Institutions (see Article 3.4 of the Contract) set out in *Annex No. 5* shall be extended for the period between the moment of sending the Contractor's justified disagreement with the Client's comment and the moment of the Client giving a written instruction to the Contractor on the way of settlement of such comment (i.e. either a direct instruction, or an instruction following the Parties' meeting).

3.4 The First Draft of the Architectural Study for discussion with the Consulting Institutions

The Contractor is obliged to consult the First Draft of the Architectural Study, in which all the Client's comments pursuant to Article 3.3 of the Contract will be incorporated, unless it has been decided otherwise by a procedure under Article 3.3 of the Contract, especially in relation to issues related to monument care with representatives of the relevant state monument care authority, in relation to issues related to spatial planning with representatives of the Institute of Planning and Development of the Capital City of Prague and the relevant bodies of the Police of the Czech Republic, and the Transport Departments (Prague City Hall and Prague 5 District) (the "**Consulting Institutions**"), while all possible comments of the Consulting Institutions must be settled in writing by the Contractor and potentially, if finally decided so by the Client, incorporated in the Fair Copy of the Architectural Study.

The Contractor is obliged to deliver to the Client all written statements of the Consulting Institutions.

At the same time, the Contractor is obliged to inform the Client sufficiently in advance about the dates of consultations with the Consulting Institutions and to enable the Client to participate in these consultations.

The Client commits to provide the Contractor with reasonable cooperation in arranging the consultations with the Consulting Institutions. The Contractor is not in arrears with the fulfilment of the obligation to prepare the Fair Copy of the Architectural Study pursuant to *Annex No. 5* if the Consulting Institutions refuse to provide the Contractor with the consultations within a reasonable time and the Contractor has acted with professional care and made every effort that may be required from it in this context.

3.5 Fair Copy of the Architectural Study

The Contractor shall prepare and submit to the Client a fair Copy of the Architectural Study, in which all comments of the Client pursuant to Article 3.3 of the Contract are incorporated, unless it has been decided otherwise in accordance with the procedure under Article 3.3 of the Contract, and comments of the Consulting Institutions if the Client has approved the incorporation of the Consulting Institutions to the Architectural Study (the "**Fair Copy of the Architectural Study**"), namely in paper form, in a total of six (6) original copies; the Costs Estimate shall be included in three (3) copies. In digital form, the Contractor shall submit to the Client the Fair Copy of the Architectural Study in the format and numbers specified in *Annex No. 2/B* to the Contract.

The digital form of the Fair Copy of the Architectural Study must fully correspond, in terms of content and structure, to the paper form; violation of this covenant is considered a defect of the Fair Copy of the Architectural Study pursuant to Article 3.8 of the Contract. In the event of a conflict between the paper and digital form of the Fair Copy of the Architectural Study, the paper form of the Fair Copy of the Architectural Study shall prevail.

The Contractor is obliged to submit the Fair Copy of the Architectural Study to the Client within the deadline specified in *Annex No. 5*, which may be extended in the manner described in Article 3.4 of the Contract.

3.6 Approval of the Architectural Study by the Client

Both the First Draft of the Architectural Study and the Fair Copy of the Architectural Study must be approved in the form of a written protocol on the handover and acceptance of the work, which shall be signed by the persons referred to in Article 1.4 of the Contract. Minor defects, that do not prevent the proper use of the Architectural Study, cannot be a reason for refusing to take over the Architectural Study; however, no discrepancy between the Architectural Study and legal regulations, the internal guidelines of the Client pursuant to *Annex No. 6* or the requirements specified in the Contract can ever be considered a minor defect.

The Client commits not to unjustifiably refuse to sign any handover protocol under this Contract. In the event that the Client unjustifiably refuses to sign the protocol, the First Draft of the Architectural Study or the Fair Copy of the Architectural Study (as applicable) shall be deemed to have been submitted in the moment when this fact occurs; this is without prejudice to the rights of the Client from liability for defects of the version of the Architectural Study submitted this way.

3.7 Binding Nature of Deadlines for the Preparation of the Architectural Study

With regard to the importance of the Architectural Study for the elaboration of further stages of the Project Documentation and for the performance of engineering activities, it is extremely important for the Client that the Contractor prepares the Architectural Study properly and within the deadlines specified in *Annex No. 5* to the Contract. Failure to meet the deadlines set for the delivery of individual versions of the Architectural Study, or delivery of the Fair Copy of the Architectural Study not incorporating all comments of the Client or not being in accordance with *Annex No. 2/B* and with the Contract, is a reason on the part of the Client to withdraw from the Contract for a material breach of the Contract by the Contractor.

3.8 Defects in the Architectural Study

The Contractor is obliged to prepare the Architectural Study in accordance with the Contract, legal regulations, underlying materials provided by the Client, requirements of the Consulting Institutions which the Contractor receives on behalf of the Client and which the Contractor decides to be included in the Fair Copy of the Architectural Study, relevant technical standards, the Client's instructions and professional care observed in the field of project activities in constructions and building modifications of a similar nature and scope as the Project.

The Contractor shall be responsible for the correctness and completeness of the submitted Architectural Study. The Contractor shall be responsible for the activities of its entire team of workers, including invited responsible designers with the corresponding specialisation. In the event that the Architectural Study contains defects, the Client may claim from the Contractor the demonstrably caused damage incurred by the Client on the basis of such defective performance.

For the case of a defect in the Architectural Study, the Parties have agreed that the Client has the right to claim the removal of any defects within the warranty period and the Contractor has the obligation to remove such defects free of charge. The Contractor commits to remove potential defects in the Architectural Study without undue delay, but no later than thirty (30) calendar days after the legitimate complaint was made by the Client in writing.

4. PROJECT DOCUMENTATION

4.1 Basic Information on the Project Documentation

The Contractor is obliged to prepare the Project Documentation pursuant to Article 1.1, letter c) of this Contract, gradually in the following stages:

- (a) Documentation for the Zoning Decision;
- (b) if required by the Client, the Contractor is also obliged to prepare the Documentation for the Issuance of the Building Permit;
- (c) if required by the Client, the Contractor is also obliged to prepare the Project Documentation

for the Execution of the Construction.

The Architectural Study shall be compiled in accordance with the Fair Copy of the Architectural Study and with the underlying materials received by the Contractor within the Competition for Design, and with the regulations and underlying materials listed in *Annex No. 6*.

Unless this Contract stipulates further requirements, the Project Documentation must always be prepared at least in the extent pursuant to Act No. 183/2006 Coll., on Spatial Planning and Building Regulations (the Construction Act), as amended (the “**Construction Act**”), pursuant to implementing decrees to the Construction Act, in particular Decree No. 499/2006 Coll. on Constructions Documentation, as amended (the “**Decree**”), Decree No. 169/2016 Coll., on Determining the Scope of Documentation of a Public Contract for Construction Work and on Inventory of Construction Work, Supplies and Services with a Statement of Acreage, as amended.

The Client's requirements for the elaboration of individual stages of the Project Documentation are listed in *Annex No. 2/C*, where these requirements express the basic, indispensable operational and logistical parameters of the designed premises, in an optimised way taking into account the minimisation of time and operational economic risks. Fulfilment of these parameters is an essential feature of the Contractor's subject of performance under this Contract. The Contractor is obliged to prepare the Project Documentation in such a way that, in terms of its content and scope, it meets the requirements set out in *Annex No. 2/C* and also contains a calculation of investment costs – Costs Estimate, or in the case of PDEC, a control itemised budget complying with the requirement for the maximum amount of investments pursuant to Article 1.6 of the Contract.

The content of the individual stages of the Project Documentation shall also include the projects of the related technical and transport infrastructure and operating sets, including relocations and other necessary modifications of engineering networks.

The Contractor is obliged to prepare and submit the Project Documentation and its individual versions within the deadlines specified in *Annex No. 5*.

4.2 Documentation for the Zoning Decision

In accordance with the Fair Copy of the Architectural Study, the Contractor shall prepare and provide to the Client the Documentation for the Zoning Decision, in paper form in six (6) original copies and in digital form on a CD (in format of, for example, .DWG, .DGN, .PDF, .DOCX and .XLSX, but always at least in .PDF format) in two (2) copies, including the marking of built-in elements and structures of the Construction, the construction programme and the Costs Estimate for inspection and approval within one hundred and eighty 180 calendar days from the delivery of the written request of the Client to commence the execution of the activities pursuant to this Article of the Contract.

For the avoidance of doubt, the Client must not make this request prior to the approval of the Fair Copy of the Architectural Study.

The Client is entitled to approve the Documentation for the Zoning Decision or to request its modifications. If the Client requests modifications of the submitted Documentation for the Zoning Decision, the Contractor shall modify the relevant part of the Documentation for the Zoning Decision in accordance with the Client's instructions (usually within the period of 30 calendar days) and provide the Client with the modified Documentation for the Zoning Decision.

The final output (fair copy) shall be submitted to the Client in paper form in six (6) original copies (while maintaining the required format) and in digital form on a CD in two (2) copies within the deadlines specified in *Annex No. 5*.

4.3 Documentation for the Issuance of the Building Permit

In accordance with the DZD, the Contractor shall prepare and provide to the Client the Documentation for the Issuance of the Building Permit in paper form in six (6) original copies and in digital form on a CD (in format of, for example, .DWG, .DGN, .PDF, .DOCX and .XLSX,

but always at least in .PDF format) in two (2) copies, including the marking of built-in elements and structures of the Construction, the construction programme and the Costs Estimate for inspection and approval within one hundred and eighty (180) calendar days from the delivery of the written request of the Client to commence the execution of the activities pursuant to this Article of the Contract.

For the avoidance of doubt, the Client must not make this request prior to the approval of the final version of the DZD. The Client reserves the right not to make this request to the Contractor at all and to request the performance in question from another supplier (the Chief Designer).

The Client is entitled to approve the Documentation for the Issuance of the Building Permit or to request its modifications. If the Client requests modifications of the submitted Documentation for the Issuance of the Building Permit, the Contractor shall modify the relevant part of the Documentation for the Issuance of the Building Permit in accordance with the Client's instructions (usually within the period of 30 calendar days) and provide the Client with the modified Documentation for the Issuance of the Building Permit for approval.

The final output (fair copy) shall be submitted to the Client in paper form in six (6) original copies (while maintaining the required format) and in digital form on a CD in two (2) copies within the deadlines specified in *Annex No. 5*.

4.4 Project Documentation for the Execution of the Construction (PDEC)

Based on the approved Documentation for the Zoning Decision and the Documentation for the Issuance of the Building Permit, the Contractor shall prepare and provide to the Client the PDEC in paper form in eight (8) original copies and in digital form on a CD (in open format of .DWG, .DGN, .PDF, .DOCX and .XLSX, but always at least in .PDF format) in two (2) copies, including the statement of acreage, the control itemised budget and the blind budget (in .xlsx and .xml XC4 format) for inspection and approval so that its final wording is submitted to the Client within 180 calendar days from the delivery of the written request of the Client to commence the execution of the activities pursuant to this Article of the Contract. For the avoidance of doubt, the Client must not make this request prior to the approval of the Documentation for the Zoning Decision and the Documentation for the Issuance of the Building Permit. The Client reserves the right not to make this request to the Contractor at all and to request the performance in question from another supplier (the Chief Designer).

The Client is entitled to approve the PDEC or to request its modifications. If the Client requests modifications of the submitted PDEC, the Contractor shall modify the relevant part of the PDEC in accordance with the Client's instructions (usually within the period of 30 calendar days) and provide the Client with the modified PDEC for approval in the same number of copies as mentioned above, within the period necessary for incorporation of the changes required by the Client after receiving this request.

The Contractor shall submit to the Client the clean copy of the PDEC in paper form in six (6) original copies and in digital form on a CD (in open format of .DWG, .DGN, .PDF, .DOCX and .XLSX) in two (2) copies of the PDEC within the deadlines specified in *Annex No. 5*.

4.5 Approval and Commenting of the Project Documentation by the Client

The Client has a maximum of thirty (30) calendar days for the approval of individual stages of the Project Documentation for each part of the Documentation according to the previous articles. Each part of the Project Documentation must be approved in the form of a written protocol on the handover and acceptance of a part of the work (or of the entire work), which shall be signed by the persons referred to in Article 1.4 of this Contract.

In the event that the Contractor does not agree with the Client's comment to the submitted version of the Project Documentation, the Contractor shall notify the Client of this fact in writing; the notification must always contain a description of the comment and a reason for the Contractor's disagreement. The notification of disagreement with the comment must be made by the Contractor no later than ten (10) calendar days from the day on which the Contractor received the Client's

comments; after the expiration of this period, the Contractor shall be considered to agree with the Client's comments. Within the period of ten (10) calendar days, at the latest, from the date of notification of the Contractor's disagreement with the Client's comment, the Client shall either notify the Contractor in writing that the Client convenes a meeting of the Parties to settle the comment in question, stating the time and place of the meeting, or directly give a written instruction to the Contractor regarding the way of settlement of the comment. The decision on the Client's procedure is at its sole discretion. Deadline for preparation of the final version of the relevant stage of the Project Documentation shall be extended for the period between the delivery of the Contractor's justified disagreement with the Client's comment and the issuance of the Client's written instruction regarding the way of settlement of such comment by the Contractor.

4.6 Building Information Model (BIM)

If the Contractor prepares the DBP and the PDEC, it is at the same time obliged to prepare and submit to the Client the Building Information Model (hereinafter referred to as the "BIM") for the purposes of the Construction to the extent and under the conditions specified in *Annex No. 8*.

The BIM shall be handed over to the Client in digital form on a data carrier, always at the latest within the deadline for delivery of the relevant stage of the Project Documentation. The BIM must be prepared in a certified computer programme that enables the production of the BIM in 3D format. The information contained in the BIM must be in full compliance with the information contained in the relevant stage of the Project Documentation. The provision in Article 4.7 of the Contract shall apply to the BIM defects similarly. A discrepancy between the content of the relevant stage of the Project Documentation and the information contained in the BIM is considered a defect of the Project Documentation pursuant to Article 4.7 of the Contract.

4.7 Defects in the Project Documentation

The Contractor is obliged to prepare the Project Documentation in accordance with the Contract, legal regulations, underlying materials provided by the Client, requirements of the administrative authorities applied within administrative proceedings which the Contractor receives on behalf of the Client or which will be handed over to the Contractor by the Client, with relevant technical standards, the Client's instructions and professional care observed in the field of project activities in constructions and building modifications of a similar nature and scope as the Project.

The Contractor shall be responsible for the correctness and completeness of the submitted Project Documentation (including the correctness and completeness of the statement of acreage – itemised budget, materials specification) and for the feasibility of the Project according to this Project Documentation. The Contractor shall be responsible for the activities of its entire team of workers, including invited responsible designers with the corresponding specialisation. In the event that the Project Documentation contains defects, the Client may claim from the Contractor the demonstrably caused damage incurred by the Client on the basis of such defective performance.

The digital form of each stage of the Project Documentation must fully correspond, in terms of content and structure, to its paper form; violation of this provision is considered a defect of the Project Documentation.

For the case of a defect in the Project Documentation, the Parties have agreed that the Client has the right to claim the removal of the defect within the warranty period and that the Contractor has the obligation to remove such defects free of charge. The Contractor commits to remove potential defects in the Project Documentation without undue delay, but no later than thirty (30) calendar days after the legitimate complaint was made by the Client in writing. In the event that a defect in the Project Documentation is irremovable, the Client has the right to a reasonable reduction in the Price (as defined below in this Contract).

The Contractor hereby provides a guarantee for the quality of the project solution of the Project implemented on the basis of the agreed Project Documentation for the lifetime of the Construction specified in the Project Documentation. This provision shall not affect the Client's claims for liability for defects arising from the law as well as the right to compensation for damage.

5. OWNERSHIP RIGHT, RIGHT TO USE THE DOCUMENTATION AND OTHER OUTPUTS OF THE CONTRACTOR (LICENSES)

5.1 Ownership Right to the Performance of the Contractor

The Client shall acquire the ownership right:

- (a) subject to the provision stated below in this Article 5.1 of the Contract, to the First Draft of the Architectural Study, to the Final Version of the Architectural Study, or to individual stages of the Project Documentation, at the time of payment of the relevant part of the Price according to *Annex No. 4*;
- (b) to other outputs, regardless of the form of their implementation, made within the Author Supervision or within the Auxiliary Author Supervision and within any other performance created by the Contractor under the Contract, at the time of handover of such output to the Client.

In the event that there is a dispute between the Client and the Contractor regarding the occurrence, severity or extent of a defect in the Documentation, which the Client duly complained about and which the Contractor refuses to remove, the Client shall acquire ownership right to the First Draft of the Architectural Study, to the Final Version of the Architectural Study, or to individual stages of the Project Documentation (depending on circumstances), already at the moment, when the Client pays to the Contractor a reasonable part of the Price for this partial performance corresponding to the value of that part of the First Draft of the Architectural Study, of the Final Version of the Architectural Study, or of individual stages of the Project Documentation which is flawless and non-disputed by the Parties (depending on circumstances). This does not affect the Client's obligation to subsequently pay to the Contractor the full part of the Price for this partial performance if it is proven that the conditions set out in the Contract, and in particular in *Annex No. 4*, have been met.

5.2 Right to Use the Contractor's Outputs (Licenses)

The Contractor shall provide the Client, from the moment of acquisition of the ownership right under the Contract to each version of the Documentation (the First Draft of the Architectural Study, the Fair Copy of the Architectural Study, individual stages of the Project Documentation) and to any unfinished part thereof, and to any documents, sketches, designs, changes to the Documentation, data created or provided by the Contractor on the basis of the Contract, including all outputs, regardless of the form of their implementation, produced within the Author Supervision or within the Auxiliary Author Supervision and any other performance created by the Contractor or by third parties (especially the Contractor's subcontractors) in favour of the Contractor under the Contract (the “**Author’s Work**”), with the exclusive right to use (license) pursuant to Section 12 (4) of Act No. 121/2000 Coll. on Copyright, on Rights Related to Copyright and on the Amendment of Certain Laws (the Copyright Act), as amended (the “**Copyright Act**”), namely to an unlimited territorial extent and in all ways corresponding to the purpose for which the Author's Work is intended, and for the entire period of duration of the author's property rights, and to the necessary quantitative extent corresponding to the purpose for which such Author's Work is intended, but in particular for the purpose of implementation, operation, use, maintenance, changes, adjustments, repairs and demolition of the Construction or its individual parts. By concluding the Contract, the Contractor confirms that it owns property copyrights and other intellectual property rights in relation to the Author's Work, as the Contractor either created the Author's Work, or is entitled to use it for the purposes of the Contract on the basis of agreements with persons to whom such rights to the Author's Work belong. At the same time, the Contractor grants its consent to the Client to assign or provide (sublicense) any or all of the rights forming part of this license in whole or in part to any third party. The authorisation (license) includes also the right of the Client, or of the person to whom the license has been assigned or whom has been granted a sublicense, to adjust and change the Author's Work or its parts in any way. The license fee is already included in the total Price specified in Article 11.1 of the Contract.

By concluding this Contract, the Contractor explicitly agrees that, after taking over the Documentation (or its part), the Client is entitled to freely dispose of such Documentation in accordance with Section 11 (3) of the Copyright Act. The Contractor grants to the Client permission to make any change or other intervention (to make changes and adjustments) to the Documentation. The Contractor shall not be responsible for changes and adjustments to the Documentation made by the Client or a third party authorised by the Client instead of the Contractor, including the impact of these changes on the non-adjusted parts of the Documentation and including the impact of these changes on the feasibility of the Construction. The Parties have agreed that the Client shall always inform the Contractor about these changes or adjustments of the Documentation in writing, and if the Contractor notifies so the Client in writing within fourteen (15) calendar days, the Client shall not be entitled to mention the Contractor as the author of such amended Documentation or a part thereof.

In all cases where, for objective reasons, the Contractor itself cannot grant to the Client the license to the Author's Work, the Contractor shall ensure that the third party, which has the rights to use the Author's Work, will grant the authorisation (license) to the use of the Author's Work to the Client free of charge and under conditions and within the scope of this Article of the Contract, no later than on the day of handover of the Author's Work in question. If the Client is not presented, on the day of handover of the Author's Work in question, the authorisation in writing by the third party pursuant to the preceding sentence, it shall be construed that the corresponding authorisations have been granted to the Client by the Contractor as an author of the Author's Work.

The Client is not obliged to use the license and the Contractor is not entitled to withdraw from the Contract (or its part) due to non-use of the license according to Section 2378 et seq. of the Civil Code.

The Parties rule out the application of the provisions of Section 2382 of the Civil Code on withdrawal from the Contract due to a change in the author's belief.

6. LEGAL DEFECTS IN THE PERFORMANCE OF THE CONTRACTOR

The Contractor declares that neither the Documentation, nor any other performance provided by the Contractor under the Contract has any legal defects and that no third party is entitled to exercise its ownership or another right thereto, except when such authorisation arises from legislation and when these claims arising from legislation could not be influenced by the Contractor.

The Contractor is obliged to provide all necessary cooperation at its own expense, to ensure all necessary underlying materials and to perform all actions that can be justly required of the Contractor if a third party exercises its ownership or other rights against the Client in connection with the Contractor's performance under this Contract and if such cooperation of the Contractor is necessary for the Client to be able to use and utilise the performance in an undisturbed way. This is without prejudice to the Client's claims from the Contractor's liability for defects of the work as well as to the Client's claim for the compensation for damage. The Client commits to notify the Contractor in writing without delay that a third party has exercised such rights against the Client.

In the event that it becomes apparent that the Contractor's statement referred to in this Article of the Contract is untrue, the Client is entitled to withdraw, after a previous written request for remedy, from this Contract or to withdraw from the Contract in respect of any (i.e. also already taken over) partial performance, or to demand that the Contractor, at its own expense, obtains such rights for the Client or otherwise provides the Client with appropriate protection; in such case the Client may withdraw from this Contract or withdraw from the Contract in respect of any (i.e. also already taken over) partial performance if the Client does not obtain such rights within the period specified by the Client, not shorter than thirty (30) calendar days. This is without prejudice to the Client's claims for compensation for damages.

7. SERVICES FOR OBTAINING PERMITS (ENGINEERING ACTIVITY)

7.1 Services for Obtaining Permits

The Contractor shall perform all legal and other actions on behalf of the Client in order to ensure (procure) a final permit (the "**Services for obtaining a permit**"). The Contractor shall in particular, but not exclusively:

- (a) prepare, complete and submit the relevant proposal for the issuance of the Zoning Decision and of the Building Permit, and any other permits, if required;
- (b) obtain the necessary binding opinions of the relevant state administration authorities and local self-government, obtain and ensure all necessary permits, consents, statements and other documents necessary for issuing the final Zoning Decision and Building Permit, and other possible permits if required;
- (c) represent the Client within administrative proceedings regarding the issuance of the Zoning Decision and Building Permit, and other possible permits if required, unless the Client specifies otherwise;
- (d) adjust the Documentation for the Zoning Decision and the Documentation for the Issuance of the Building Permit, and other documentation according to the conditions and requirements of the relevant building authority and other relevant state administration authorities and self-government bodies, and in accordance with the Client's instructions; the Contractor shall incorporate all requirements of the Client into the Project Documentation for the Execution of the Construction (PDEC), including the statement of acreage, materials specification and other accompanying documents;
- (e) represent the Client in a potential appellate proceedings and review proceedings;
- (f) take over the original of the final Zoning Decision and possibly also of the Building Permit, the permit for the implementation of other measures, and hand them over to the Client.

The Contractor is obliged to submit to the Client the conditions and comments of the relevant building authority and of other relevant state administration authorities and self-government bodies, and the Documentation for the Zoning Decision and the Documentation for the Issuance of the Building Permit, and other documentation modified in terms of these conditions and comments in the number and format according to Article 41.6 of this Contract.

Furthermore, the Contractor shall hand over to the Client in two (2) original copies each stage of the Project Documentation, which is submitted to the building authority as a basis for some of the proceedings specified in this Article of the Contract, and on which there shall be a stamp of the relevant building authority confirming that this stage of the Project Documentation has been accepted by the building authority together with the application for the issuance of the permit pursuant to this Article of the Contract. If the Client requests for modifications of the DZD and the DBP, and other documentation, the Contractor shall modify the relevant documentation according to the Client's instructions and under the conditions of this Contract. However, the modifications required by the Client must be feasible in accordance with the conditions and comments of the relevant building authority, state administration authorities concerned and other participants of the proceedings. If these adjustments have an impact on the deadlines for performance under the Contract, or on the deadlines set by legal regulations or by the building authority, or another administrative authority, the Contractor's deadlines shall be extended by the necessary time. The necessary time shall be determined for each adjustment separately by an agreement between the Client and the Contractor.

The Contractor is obliged to ensure the final Zoning Decision and Building Permit, which shall, if necessary, also include the implementation of other measures, no later than 150 calendar days from the approval of the Documentation for the Zoning Decision and the Documentation for the Building Permit by the Client (the "**Deadline for the Issuance of the Permit**").

The Contractor is not in arrears with ensuring the issuance of the Zoning Decision and/or the Building Permit, of the permit for the implementation of other measures (if the Client has issued an instruction to obtain it) if the Contractor proves that the Zoning Decision and the Building Permit, the permit for the implementation of other measures, was not issued within the Deadline for the Issuance of the Permit due to delays on the part of the building authority or of the administrative authorities concerned in the administrative proceedings, which were not directly or indirectly caused by the Contractor, or in the event that some of the parties to the proceedings appealed against the decision to issue the required Zoning Decision and the Building Permit, the permit for the implementation of other measures; however, in all abovementioned cases only under the condition that the Contractor has duly proceeded in accordance with this Contract and in particular in accordance with the Client's instructions.

7.2 Consultation with the Parties to the Proceedings

During the provision of the performance under this Contract, the Contractor is obliged to consult the individual parts of the Project Documentation and the suitability of individual steps within the engineering activities with state administration authorities and other institutions and persons which shall be participants or shall be otherwise affected in the administrative proceedings (or other special proceedings or administrative procedures), and which shall be a condition for the proper and timely issuance of the Zoning Decision and of the Building Permit, the binding opinions and other decisions necessary to fulfil the subject of this Contract.

8. AUTHOR'S SUPERVISION

8.1 Definition of the Author Supervision

If the Contractor performs for the Client all parts of the Project Documentation pursuant to Article 1.1, letter (c) of the Contract, it shall perform for the Client, in accordance with its instructions, also the Author Supervision services pursuant to Section 152 (4) of the Construction Act during the implementation of the Project, namely in relation to all parts of the Project, which will be implemented based on the Project Documentation a which include:

- (i) control of the elaboration and approval of the workshop and assembly documentation for the Project by the Project Contractor to the extent, in particular, of its compliance with the Project Documentation and the Zoning Decision and Building Permit, with the Contract for Work concluded with the Project Contractor, and with legal regulations, including notifications of the Client regarding defects identified the in workshop and assembly documentation;
- (ii) control of the Project implementation in accordance with the Project Documentation, the Zoning Decision and the Building Permit, including notifications of the Client regarding defects identified during the implementation of the Project;
- (iii) approval of changes and deviations from the Project Documentation and their possible incorporation into the Project Documentation, and handover of the version of the Project Documentation modified this way to the Client in four identical copies in .PDF format;
- (iv) provision of reasonable cooperation to the Client in the elaboration of the documentation of the actual execution by the Project Contractor, including notifications of non-compliance of the agreed changes during the execution of the Project incorporated in the documentation of its actual execution;
- (v) provision of all necessary cooperation to the Client for the purpose of issuing the occupancy permit or the occupancy permit decision;
- (vi) participation in the inspection days with the Contractor of the Project;
- (vii) cooperation in the selection of suppliers pursuant to Article 8.4 below.

8.2 Commencement and Period of the Execution of the Author's Supervision

Except for the activities pursuant to Article 8.4 of the Contract, the execution of the Author Supervision shall begin on the day of handover of the site, on which the Project will be carried out, to the Project Contractor. The Contractor commits to execute the Author Supervision for the period of 24 months from its commencement. The Contractor commits to execute the Author Supervision also for the period of at least 2 months after obtaining the final use permit.

8.3 Termination of the Author Supervision

Provision of the Author Supervision shall be completed by handover and takeover of the Project between the Client and the Project Contractor, or after removal of all possible defects and unfinished work, which shall be stated in the protocol on handover and takeover of the Project.

8.4 Cooperation in the Selection of Suppliers

The Contractor commits to cooperate with the Client in the selection of the Construction's Contractor, where the selection of the Construction's contractor includes also the repetition of this tender procedure as a result of its cancellation or of termination of the contract concluded with the supplier selected this way. To the extent that the activities listed below relate to the Project, the Contractor shall be obliged to provide the Client, on the basis of the Client's prior instruction, with the following cooperation:

- (i) in the phase of implementation of possible preliminary market consultation – expert advisory in formulating professional questions of the Client (contracting authority) related to the Documentation, which shall be addressed to potential suppliers, and also professional advisory in the subsequent evaluation of the answers obtained within the preliminary market consultation;
- (ii) in the phase of elaboration of the tender conditions of the public contract for the implementation of the Construction – professional advisory especially in relation to the setup of qualification prerequisites, evaluation criteria and contractual conditions;
- (iii) in the phase of the period for submission of proposals – elaboration of the material content of the explanation of the tender documentation in relation to the Documentation, provided both at the request of suppliers and, if necessary, without prior request of suppliers (when respecting the deadline until which the contracting authority (the Client) is obliged to provide the explanation);
- (iv) in the phase of the process of proposals' assessment and evaluation – professional advisory in the assessment and evaluation of proposals, participation in the meetings of the evaluation committee to the extent according to its current needs;
- (v) professional advisory in the case of submitted objections (elaboration of the material content of the decision of the contracting authority (the Client) on objections if the objections concern the Documentation);
- (vi) professional advisory in possible administrative proceedings by the Office for the Protection of Competition (elaboration of the material content of the necessary statements of the contracting authority (the Client) if the statement is to relate to the Documentation).

For defects in cooperation in the selection of suppliers, the provision of Article 4.7 of the Contract shall apply accordingly.

8.5 Auxiliary Author's Supervision

If the Contractor does not provide the Client with all parts of the Project Documentation pursuant to Article 1.1(c) of the Contract, the Contractor is obliged to provide cooperation in the performance of the Author's Supervision of the designer, which shall be performed, pursuant to Section 152 (4) of the Construction Act, during the Construction, by a person appointed by the Client, namely in connection with the performance of this Author Supervision, and in relation to all parts of the Construction which shall be, albeit in connection with the Project Documentation, prepared by a designer different from the Contractor, realised on the basis of the DZD and/or the

DBP and/or Architectural Study prepared by the Contractor. For the avoidance of doubt, the Parties state that the Contractor, based on the Contract, assumes responsibility neither for the performance, nor for the result of the author supervision, and that it is only responsible for partial inputs it provides to the Client or to a third party designated by the Client, on the basis and to the extent according to the Contract, within the cooperation in the performance of the Author Supervision.

In accordance with the Client's instructions, the Contractor shall provide the Client with cooperation consisting in partial consultations in the performance of the following activities falling within the performance of the author supervision, which will be performed by a person other than the Contractor:

- (i) review of the compliance of the workshop and assembly documentation for the Construction, to the extent of its compliance with the Architectural Study and/or the DZD and/or the DBP, and notification of the Client of any defects identified in the workshop and assembly documentation;
- (ii) review of the Construction implementation in accordance with the Project Documentation, to the extent in which the Contractor participated therein, including notification of the Client of the defects identified during the Construction implementation;
- (iii) approval of changes and deviations from the Project Documentation prepared by the Contractor and, to the extent in which these changes and deviations affect the parts of the documentation to the Project based on the Project Documentation, their possible incorporation into the Project documentation;
- (iv) provision of reasonable cooperation to the Client in the elaboration of the documentation of the actual execution by the Construction's contractor, including notifications of non-compliance of the agreed changes during the execution of the Construction incorporated in the documentation of its actual execution;
- (v) provision of all necessary cooperation to the Client for the purpose of issuing the occupancy permit or the occupancy permit decision (however, legal and technical acts leading to the issuance of the occupancy permit are not the subject of the performance under this Contract);
- (vi) participation in the inspection days together with the Construction's contractor at least once a week, unless the Parties agree otherwise in writing;

(activities according to points (i) to (vi) hereinafter collectively referred to as the "**Auxiliary Author Supervision**").

The performance of the Auxiliary Author Supervision shall begin on the day of the commencement of the construction work by the Construction's contractor.

On the basis of the instruction to carry out the Auxiliary Author Supervision pursuant to this Article of the Contract, the Contractor is obliged to confirm to the Client in writing within five (5) business days a) the acceptance of this instruction, b) the fact that the Contractor has all the information and underlying materials necessary to properly provide the Auxiliary Author Supervision according to the instruction given by the Client. The Contractor is obliged to provide the Client with the result of the Auxiliary Author Supervision, if this is related to the activities pursuant to points (i) – (v) above, to the extent and in the content defined in the Client's instruction, within ten (10) calendar days from the date of confirmation of acceptance of the instruction according to the previous sentence, unless the Parties agree otherwise in an individual case. In the event that the Contractor does not have, at the time of confirmation of the instruction to the Client, all information and underlying materials necessary for proper provision of the Auxiliary Author Supervision, and informs the Client about this fact within the period set out for confirmation of the instruction, the deadline for the provision of the result of the Contractor's Auxiliary Author Supervision shall be extended for the time for which the Client does not provide the Contractor with these information and documents.

Performance of the Auxiliary Author Supervision shall be duly completed by issuing the occupancy permit or the occupancy permit decision for the Construction, or by removing any defects and unfinished work specified in the issued occupancy permit (occupancy permit decision) for the Construction, whichever occurs later; without prejudice to the Contractor's obligation under the part of the sentence before the semicolon, the Parties state that the estimated time when the Contractor shall be obliged to provide the Auxiliary Author Supervision is 45 months from the date of commencement of the Auxiliary Author Supervision. The period under the previous sentence runs neither for the time of interruption of work due to violation of the Contract by the Contractor, nor during the interruption of the construction activity of the Construction Contractor.

The Client reserves the requirement that the Author Supervision and the Auxiliary Author Supervision will be provided, during the implementation of the Construction, by a person (persons) having an electronic signature

9. GENERAL OBLIGATIONS OF THE CLIENT

9.1 Provision of the Initial Underlying Materials

Based on a written protocol signed by both Parties, the Client shall submit to the Contractor, within ten (10) calendar days after the signing of the Contract, the relevant documents concerning the Project and the land on which the Project is to be implemented; the list of documents provided by the Client to the Contractor is stated in *Annex No. 6*. At the same time, the Client shall provide the Contractor with access to the land necessary for the implementation of the Project (the "**Construction Site**"), which is available to the Client at the time of signing of this Contract. In the case of relevant documents obtained at any time later after this handover, the Client is obliged to hand over these documents to the Contractor, namely within ten (10) calendar days from obtaining such documents by the Client.

In the event that the subsequently handed over relevant documents will have a significant effect on the work performed so far or cause any delay, the Client shall reasonably extend the relevant deadlines by which the Contractor is bound under this Contract.

All documents handed over to the Contractor by the Client and all documents compiled by the Contractor for the Client shall be kept and stored by the Contractor in a safe place, until they are taken over by the Client on the basis of a written protocol.

If either of the Parties finds an error or a defect of a technical nature in any document handed over by the Client to the Contractor, it is obliged to immediately notify the other Party of such error or defect and jointly agree on the most appropriate solution.

9.2 Underlying Materials

All underlying materials of a professional or technical nature, which the Client submits to the Contractor for the purpose of fulfilling the subject of the work under this Contract, are of an informative nature only. The Contractor is obliged to ensure all necessary surveys, studies (of traffic, noise, lighting conditions, etc.) and to obtain, at its own expense, all documentation necessary for the proper performance of the subject of the work, especially the geodetic survey of the plot and the execution of geodetic drawings of the land; geo-electric and corrosion, geological, hydrogeological, construction-technical and possibly radon survey, map underlying data (the "**Underlying Materials**"). Incorrectness or incompleteness of the Underlying Materials must not be a reason for limitation or exclusion of the Contractor's liability for defects in the performance provided under the Contract or for liability for damage caused by a breach of the Contract or of the law.

9.3 Use of the Client's Documents by the Contractor

The Client owns property copyrights and other intellectual property rights to documents which were prepared by the Client or which the Client is entitled to use for the purposes of the Contract, on the basis of agreements with persons to whom such rights belong. Without the consent of the

Client, the Contractor shall not copy, use or disclose these documents to any third party, except for the cases when it is necessary for the purposes arising from the Contract.

9.4 Provision of Powers of Attorney

Based on a written request of the Contractor, the Client shall provide the Contractor with all necessary powers of attorney for the Services for obtaining the permits and for the execution of the Author Supervision, which the Contractor provides pursuant to this Contract. The Contractor shall request the Client in writing to grant to it such powers of attorney, no later than twenty (20) calendar days in advance, while the request shall specify the scope of the power of attorney, the provision of which is requested.

9.5 Provision of Cooperation

Upon the written request of the Contractor, the Client shall provide the Contractor with all reasonably required cooperation necessary for the proper and timely preparation of the Project Documentation and the proper and timely provision of the Services for obtaining the permits and the Author supervision. The Client also commits to secure the consents of the owners of neighbouring land if this is necessary to obtain a permit to carry out further measures or other partial performance within the Services for obtaining the permits.

10. GENERAL OBLIGATIONS OF THE CONTRACTOR

10.1 Professional Care

The Contractor commits to prepare the Architectural Study, the Project Documentation and to provide the Services for obtaining the permits and the Author Supervision (or the Auxiliary Author Supervision) conscientiously, in good faith, properly and in a timely manner, with professional care and in accordance with the Client's interests and instructions, with applicable legal regulations, hygienic and fire standards, safety rules and valid technical standards (Czech Technical Standards and European Standards), recommendations of administrative authorities relevant for the implementation of the Project, regardless of whether they are binding or not. The Contractor shall always act in accordance with the professional and ethical rules of the Czech Chamber of Architects and the Czech Chamber of Authorised Engineers and Technicians Active in Construction.

The Contractor is obliged to obtain all notifications, pay fees, except fees to technical network administrators, and to obtain all permits, licenses and approvals required by law in relation to the implementation and completion of the subject of the Contract and the removal of defects, and the Contractor shall indemnify the Client if the Contractor has failed to do so.

When performing the Author supervision or the Auxiliary Author Supervision, the Contractor is obliged to observe safety and ecological regulations and procedures of generally binding legal regulations and, if the Contractor has been acquainted with their content, or could and should have become acquainted with them, also requirements of the internal guidelines of the Construction's contractor, or of the Client.

10.2 The Client's Instructions

The Contractor shall prepare the Architectural Study, the Project Documentation, other performance under this Contract and shall provide the Services for obtaining the permits and the Author Supervision (or the Auxiliary Author Supervision) in accordance with the Client's instructions. The Contractor is always obliged to act in accordance with the Client's instructions and has no right to deviate from these instructions, unless the Contractor has received a prior written consent of the Client, by which the Client approves that the Contractor will act at its own discretion. If such a deviation is necessary and it is a case of emergency, when obtaining the prior written consent of the Client is not possible, the Contractor may act at its own discretion, but only to the extent necessary for immediate protection of the Client's interests and damage prevention.

If the instructions issued by the Client to the Contractor are unsuitable for the purposes of timely and proper execution and completion of the subject of the Contract, or if they are in conflict with applicable legal regulations or with legitimate requirements of participants of the proceedings, of state administration authorities and organisations concerned, the Contractor is obliged, within ten (10) calendar days from receipt of such instruction, to notify the Client in writing, otherwise the Contractor shall be liable for all damages caused by the execution of such an instruction. If, despite the Contractor's written notification of the unsuitability of such an instruction, the Client insists in its written instruction on the observation thereof, it will be the Contractor's obligation to execute such an instruction, but the Contractor shall not be liable for damage and delays in the Contractor's performance caused by the execution of such an instruction; however, the Contractor is not obliged to execute any instruction that is contrary to law.

If the Client finds out deficiencies on the part of the Contractor during the performance of the subject of this Contract, the Contractor is obliged, upon the instruction of the Client, to remove these deficiencies without delay (within 10 calendar days unless the Client explicitly determines otherwise in the specific case) and without the right to increase the Price for the provided services.

The Client may, at any time during the term of the Contract, order the Contractor in writing to interrupt the work. Notification of the work interruption must be made at least seven (7) calendar days in advance. During the period of the work interruption, the deadlines for delivery of the Contractor's performance specified in this Contract shall not run.

10.3 Cooperation

The Contractor commits to proceed, in the performance of the Contract, in coordination, cooperation and ongoing communication with the Client and its advisors, namely to the maximum extent possible, in particular to cooperate with the Client in the tender procedure for the selection of the Project Contractor and the conclusion of the relevant contract (or contracts) for work on the implementation of the Project with a selected contractor (or contractors) of the Project by making the additions and explanations required by the Client in relation to the Project documentation. The Contractor shall continuously hand over to the Client the documents obtained during the performance of the Contract if these are directly related to the subject of performance, at the request of the Client the Contractor shall also provide all other information, documents and explanations concerning the procedure within the performance of the Contract.

The Contractor commits not to conclude, without the explicit prior consent of the Client, any contracts or agreements with the Project Contractor (or contractor) or its subcontractors, in order to avoid conflicts of interest or another disruption of the proper cooperation of the Parties.

10.4 Submission of the Underlying Materials and Return of Related Documents

Without undue delay, but no later than thirty (30) calendar days after handing over each stage of the Project Documentation and completing the provision of the Services for obtaining the permits, and terminating the Author Supervision, the Contractor shall collect records, create a clear database to allow quick orientation to the Client, and hand over to the Client all documents, correspondence, drawings, changes in the Project Documentation, programmes and data (in printed and electronic form) related to the preparation and processing of the Project Documentation and provision of the Services for obtaining the permits and the Author Supervision under the Contract, unless these are necessary for further activities of the Contractor under the Contract and the Client agrees with their storing at the Contractor.

At the same time, the Contractor is obliged to return to the Client all objects and documents received from the Client in connection with the relevant work, within the same above-mentioned period.

10.5 Subcontractors

The Contractor is entitled to arrange a subcontractor, at its own expense, for the purposes of performance of the Contract, in which case the Contractor shall be liable to the Client for the performance provided by the subcontractor as if it was provided by the Contractor itself.

The Contractor must not conclude a contract with a subcontractor for the performance of the entire subject of the Contract, but may assign the performance of any part of the subject of the Contract to the subcontractor(s), which, however, must be approved in writing by the Client in advance. The Contractor is also obliged to contractually ensure that each of the approved subcontractors performs its part of the performance of the Contract in person and does not transfer it to another subcontractor, unless the Client has separately agreed in advance also with the transfer to this further subcontractor.

The Contractor commits that the subcontractor will have the appropriate authorisations to perform the relevant performance of the Contract as the subject matter of its activities or business. The Contractor shall also be responsible for ensuring that the subcontractor ensures that selected performance of the Contract, for which certain authorisations or education are needed, is performed by individuals who have all the required authorisations and education to perform such activities. The subcontractor selected by the Contractor must also have all other authorisations required to perform the activities related to the performance of the Contract by legal regulations or by the Contract.

Prior to signing the Contract, the Contractor submitted to the Client a list of subcontractors to whom it intends to outsource the performance of any part of the subject of performance of the Contract, which the Client allowed to perform through subcontractors within the Tender Procedure. The list of subcontractors is stated in *Annex No. 7*. During the performance of the Contract, the Contractor is obliged to obtain the Client's consent with a new subcontractor at least five (10) calendar days before using the subcontractor to perform the relevant part of the subject of the performance of the Contract. The notification shall always include the title/name of the subcontractor(s) for each individual part of the subject of the Contract's performance, indication of the part of the Contract's performance to be carried out by the given subcontractor, and copies of relevant valid authorisations, concessions, attestations, certificates and licenses which are necessary to perform such individual parts of the subject of the Contract by the subcontractor. The Client is entitled to refuse, within five (5) calendar days from the receipt of the relevant notification, the participation of a specific subcontractor in the performance of the subject of the Contract, while the Client shall not delay or refuse the consent without reason. If the Client does not express its opinion within five (5) calendar days from the receipt of the relevant notification, it is considered that the Client has agreed the use of this subcontractor.

The Contractor commits not to use the technical supervision inspector of a builder or a person cooperating with it (including the employees of the technical supervision of the builder and the coordinator of safety and health at work) as a subcontractor for the performance of engineering activities.

10.6 Obligation of Confidentiality and Prevention of Conflicts of Interest

The Contractor is aware that, as part of the performance of this Contract, the Contractor and its potential contractual partners shall gain access to the Client's information (e.g. personal data, information on security measures and technical equipment of the Client). The Contractor hereby commits to handle all information of the Client as confidential and as a trade secret, in particular to maintain confidentiality and to take all contractual, administrative and technical measures that prevent the misuse or leakage of this information. The Contractor may communicate this information only to its employees or contractual partners to the extent necessary to fulfil the purpose of this Contract. The Contractor commits to sufficiently inform the persons mentioned above about the confidentiality of this information, to bind them to confidentiality and to sufficiently ensure the protection of this information contractually, administratively and technically. The obligation to maintain confidentiality lasts regardless of the effectiveness or validity of this Contract.

The Contractor is obliged to defend the interests of the Client according to the Contractor's best knowledge and abilities. For the period of elaboration of the Project Documentation and during the realisation and commissioning of the Construction, the Contractor is obliged to refrain from all own business activities in relation to the subject of the performance, even in connection with

third parties, by which the Contractor could endanger the interests of the Client, be in conflict with these interests, or unjustifiably favour itself or third parties. The Contractor commits that, with the exception of subcontractors approved by the Client, in the matter of the Project it shall not accept any commissions or payments from any third parties, in particular from manufacturers, suppliers or contractors of the Project. The Contractor is obliged to ensure that commissions or payments from third parties are received neither by its employees, nor by other persons authorised to perform the subject of the Contract or its parts. Violation of any of the abovementioned obligations is considered a material breach of the contractual obligations and is a reason for the Client to withdraw from this Contract under the conditions set forth in this Contract.

The Contractor commits to immediately inform the Client in writing of all facts that could cause property or non-property damage to the Client, of obstacles that could jeopardise the deadlines set out in this Contract or the Project realisation, and of any possible defects and incompleteness of the underlying materials submitted to it by the Client.

The Contractor commits not to provide, without the written consent of the Client, the results of its performance (the subject of the work or its part) to a person other than the Client or to a person authorised thereto by the Client. The Contractor is entitled to make the results of its performance (subject of the work or its part) available to persons who participate in the discussion and procurement of the Zoning Decision and the Building Permit, and the permit to carry out other measures, only in the manner and to the extent according to legal regulations, otherwise only in the manner and to the extent determined by the Client.

The Contractor commits not to favour or disadvantage certain suppliers in the Work by specifying the technical conditions pursuant to Section 89 (1) of the PPA by direct or indirect reference (i.e. also in the form of "e.g.") to certain suppliers, or patents for inventions, utility models, trademarks or designations of origin. References according to the previous sentence may be used by the Contractor only in accordance with Section 89 (6) of the PPA.

10.7 Occupational Safety and Health Protection

The Contractor is obliged to comply with legal regulations in the field of safety and health protection, namely within all parts of the performance provided under the Contract. The Contractor is also obliged to ensure compliance with these obligations by all its subcontractors. The Contractor is obliged in particular, but not exclusively, to:

- (a) comply with all applicable technical standards and legal regulations relating to ensuring occupational safety and health protection, including technical standards and legal regulations relating to fire protection, which apply to the Project;
- (b) use, for the performance of work, qualified and medically fit persons who are properly trained in occupational health and safety regulations;
- (c) especially in the performance of the Author Supervision or Auxiliary Author Supervision, but also in other cases, if necessary according to the circumstances, ensure own supervision over occupational safety and systematic control at workplaces;
- (d) not use the Client's equipment without the written consent of the Client;
- (e) in the event of a work accident of the Contractor's employee, examine and draw up a record of the work accident, to ensure delivery of this record and to inform the relevant administrative authorities in accordance with legal regulations, and also to inform the Client of the work accident in writing on the next business day at the latest;
- (f) use solely the machines and equipment that are, by their design and based on the results of controls and reviews, capable of safe operation;
- (g) use the protective and medical aids required by legal regulations during the performance of the Contract and to ensure the fulfilment of this obligation by all persons participating in the

performance of the Contract and, if required by legal regulations, also to ensure the performance of health exams of the persons participating in the performance of the Contract.

- (h) subject or ensure that its workers or subcontractors be subject to an indicative alcohol or addictive substances check upon a call by Client's authorised representative.

11. PRICE AND PAYMENT TERMS

11.1 Price

For the provision of the services under this Contract, the Client shall pay to the Contractor a total price in the amount of CZK [TO BE COMPLETED BY THE CONTRACTOR] without VAT (the "Price"), in the following breakdown:

Total Price exclusive VAT:	CZK [TO BE COMPLETED BY THE CONTRACTOR]
VAT rate:	CZK [TO BE COMPLETED BY THE CONTRACTOR]
Total Price including VAT:	CZK [TO BE COMPLETED BY THE CONTRACTOR]

The stated amounts are always without VAT.

The price consists of items corresponding to the individual parts of the performance of the Contract, the exact breakdown of which is stated in *Annex No. 4* to this Contract.

Prices for individual partial performances must not exceed the maximum shares in the total Price set by the Client in *Annex No. 4*, or the maximum amounts set by the Client for these partial performances in *Annex No. 4*.

The Price includes all expenses, payments or costs incurred by the Contractor in connection with this Contract, including, in particular, provision of the Project preparation, elaboration of the Architectural Study, the Project Documentation (including modifications required by the Client necessary for proper performance of this Contract) and provision of the Services to obtain permits and the Author Supervision, or any part thereof; for the avoidance of doubt, the Parties state that the Price also includes the costs of additional copies of the Project Documentation, which the Contractor will have to ensure for the purposes of administrative proceedings pursuant to Article 7. For the avoidance of doubt, it is set out expressly that the Contractor shall not be entitled to reimbursement of expenses, payments or costs incurred in connection with preparation of the Project Documentation, provision of Services to obtain permits and the Author Supervision, or in the performance of any of its other obligations under the Contract. All expenses, payments or costs, including employee benefits, travel costs, administrative fees and any other types and categories of costs are included in the Price.

The value added tax in an amount prescribed by the applicable legal regulations shall be added to the Price.

For the avoidance of doubt, the Contracting Parties state that the Contractor shall bear all costs even related to the implementation of all changes of the work (individual parts of the Project Documentation) caused by the administrative authority (modifications of the documentation so it meets the requirements of the administrative authorities).

11.2 Payment Terms

The Client commits to pay the Price for the performance of the activities under this Contract under the conditions specified in *Annex No. 4*.

The Client shall pay the price of partial performance for the execution of the Author Supervision to the Contractor after the commencement of the Author Supervision pursuant to Article 8.2 of this Contract continuously on a quarterly basis in the amount corresponding to the proportional part of the execution of the Author Supervision for the invoiced period from the total period for which, pursuant to Article 8.2, the Contractor is obliged to perform the Author supervision, namely on the basis of invoices issued by the Contractor. The Contractor is entitled to issue the quarterly invoices for the performance of the Author Supervision only after the end of the third month in which the Author Supervision services, which are the subject of invoicing, were provided. In the event that the activities falling under the Author Supervision pursuant to Article 8.1 are performed before the expiry of the period referred to in Article 8.2, or the performance of the Author Supervision is terminated before the expiry of this period for any other reason, the Contractor shall always be entitled only to payment of such a proportional part of the price for the Author Supervision specified in *Annex No. 4*, that corresponds to the period when the Contractor actually performed the Author Supervision. Unless the performance of activities falling under the Author Supervision is completed within the period specified in Article 8.2 and if the Client is interested in the Contractor continuing to perform the Author Supervision, the Parties commit to negotiate in good faith the conclusion of an amendment extending the period of providing the Author Supervision, while the Contractor commits to offer the performance of the Author Supervision for the same price as in the original offer, unless there is a substantial change of circumstances compared to the Contractor's original offer.

Each invoice issued by the Contractor must contain details required by the legislation for an accounting and tax document, as well as a separately determined VAT amount.

The invoice shall be due within sixty (60) calendar days from the delivery of the invoice to the Client. If the maturity date falls on Saturday, Sunday or a public holiday, the maturity date shall be shifted on the next business day. In the event that the invoice issued by the Contractor does not contain the data required by legal regulations for an accounting or tax document, or by the Contract, or it contains incorrect amounts or other data, the Client is entitled to return the invoice to the Contractor to correct the errors and to complete the data within ten (10) calendar days of its delivery. In such case, the new maturity date shall start again upon the delivery of the corrected flawless invoice.

Payments shall be made exclusively in Czech crowns.

Invoices must be issued in legally specified periods, however, at the latest so that they are delivered to the Client at the latest on the tenth (10th) day of a calendar month following after the month when the taxable supply took place.

The payment of the due amount will be made by a cashless bank transfer to a bank account specified by the Contractor in this Contract. The amount is paid once it is credited to the account of the Contractor's payment services provider. Any modification or addition of other bank details by the Contractor will only be made upon the Contractor's request and at the same time by amending the contract. The request must be filed in writing exclusively from the Contractor's data box (for legal entities) to the Client's data box or by means of an authenticated deed (for Contractors as individuals), unless the individual Contractor also has his/her own active data box.

In the event that the Contractor is, or from the date of conclusion of the Contract to the date of taxable (even only partial) supply becomes, based on the tax authority's decision, an "unreliable payer" pursuant to the provisions of Section 106a of Act No. 235/2004 Coll., on Value Added Tax, as amended (the "**VAT Act**"), the Contractor agrees that the Client shall pay to the Contractor the Price of the performance without VAT, and that it will pay VAT in the relevant amount directly to the relevant tax authority on behalf of the unreliable payer. In connection with this provision, the Contractor shall not be entitled to be paid by the Client a part of the Price

corresponding to the amount of VAT paid by the Client this way and agrees that a part of its receivable from the Client, in the amount equal to the amount of VAT paid, shall be paid by this. The Client shall not provide any advances.

12. CONTRACTUAL PENALTIES

- 12.1** In the event of a delay in the delivery of any part of the Documentation or with the provision of the Services to obtaining the permit within the deadlines set out in this Contract, the Contractor shall pay to the Client a contractual penalty in the amount of 0.2% of the relevant Partial of the partial performance for each calendar day of the delay.
- 12.2** In the event that due to a breach of any obligation of the Contractor under this Contract, Zoning Permit and/or the Building Permit will not be issued and/or will not become effective within the Deadline for the issuance of the permit, the Contractor shall pay to the Client, in addition to the contractual penalties pursuant to Article 12.1 of this Contract, also a contractual penalty in the amount of 0.05% of the Price for each day of the delay.
- 12.3** The Contractor is obliged to pay to the Client a contractual penalty in the amount of CZK 100,000 for each individual case of delivery of any stage of the Documentation, which, in violation of Article 1.6 of the Contract, **Chyba! Nenalezen zdroj odkazů.** will not comply with the maximum amount of investment in the Construction. If the Contractor does not remove the defect of the Documentation consisting in non-compliance with the maximum amount of investment in the Construction even in the final fair copy of the Documentation, despite being requested to do so by the Client within the Client's comments for modifications, the Contractor is obliged to pay to the Client, in addition to the contractual penalty pursuant to the previous sentence, also a contractual penalty in the amount of CZK 500,000 for each such individual case of breach of the obligation under Article 1.6.
- 12.4** The Contractor is obliged to pay to the Client a contractual penalty in the amount of CZK 10,000 for each day of delay in the obligation to remove the defect of the Documentation according to Article 3.8 of this Contract. The contractual penalty under this article 12.4 shall not apply in the case of a defect consisting in non-compliance with the maximum amount of investment in the Construction, to which a contractual penalty pursuant to Article 12.3 shall be applied.
- 12.5** The Contractor is obliged to pay to the Client a contractual penalty in the amount of CZK 10,000 for each day of delay in the obligation to remove the defect of the Project Documentation pursuant to Article 4.7 of this Contract. The contractual penalty under this Article 12.4 shall not apply in the case of a defect consisting in non-compliance with the maximum amount of investment in the Construction, to which a contractual penalty pursuant to Article 12.3 shall be applied.
- 12.6** For each individual violation of the Contractor's obligation set out in Article 10.5 of this Contract, the Contractor is obliged to pay to the Client a contractual penalty in the amount of CZK 50,000.
- 12.7** The Contractor is obliged to pay to the Client a contractual penalty in the amount of CZK 5,000 for each individual breach of any obligation of the Contractor stipulated in Article 10.4 of this Contract if the Contractor has not arranged a remedy even within a reasonable additional period, which must not be shorter than seven (7) calendar days and which runs from the delivery of the written request of the Client to arrange a remedy.
- 12.8** For each individual breach of the Contractor's obligation set out in Article 8.1, paragraph vi) and vii) of this Contract, the Contractor is obliged to pay to the Client a contractual penalty in the amount of CZK 10,000.
- 12.9** In the event of the Client's delay in paying an invoice under this Contract for a period longer than thirty (30) calendar days, the Client commits to pay to the Contractor an interest on

arrears in the amount of 0.05% of the amount due for each day of delay starting on the 31st day of delay. However, the Contractor must notify the Client in writing in advance of the fact that the Client is in arrears with a valid specific invoice.

- 12.10** Delayed payment of the invoice due to delayed release of funds from the state budget (eventually by the subsidy provider) for the Client shall not cause delay of the Client under the previous Article, and in such a case the Contractor shall not be entitled to the payment of interest on arrears under Article 12.9 of the Contract.
- 12.11** The Contractor is obliged to pay a contractual penalty in the amount of CZK 200,000 if, due to a defect in the Project Documentation for the execution of the Construction or its part, the tender procedure for the selection of the Project's Contractor is cancelled. This does not affect the Client's right to compensation for damages in excess of the contractual penalty paid. The Contractor is not obliged to pay the contractual penalty if the Contractor proves that it could not have prevented the defect in the Project Documentation even with the professional care that can be justifiably requested from the Contractor.
- 12.12** The Contractor commits to pay to the Client a contractual penalty in the amount of CZK 50,000 for each individual case of violation of the obligation to maintain confidentiality set out in Article 10.6 of the Contract. This does not affect the Client's right to compensation for damages in excess of the contractual penalty paid.
- 12.13** The Contractor commits to pay to the Client a contractual penalty in the amount of CZK 50,000 for each individual case of violation of the obligations set out in Article 13.5 and in Article 13.6 of this Contract.
- 12.14** The Contractor commits to pay to the Client a contractual penalty in the amount of CZK 10,000 for each day of delay with the fulfilment of the Contractor's obligations set out in Article 15.6 of this Contract.
- 12.15** The contractual penalties pursuant to this Article 12 are payable within thirty (30) calendar days from the date of receipt of the written request for payment sent by the entitled Party. The payments of the contractual penalty shall not release the Contractor from its obligation to execute and complete the subject of the Contract, or from any other duties, obligations or responsibilities under the Contract. Any of the Parties is entitled to claim the compensation for damages due to violation of any obligation, to which any contractual penalty under this Contract applies, in the amount exceeding the amount of the contractual penalties paid for this violation.
- 12.16** The Client is entitled to unilaterally set off any contractual penalty pursuant to Article 12 **Chyba! Nenalezen zdroj odkazů.** of the Contract against any due invoice from the Contractor.
- 12.17** The total amount of the contractual penalties, for the payment of which the Contractor would be obliged according to this Article 12 of the Contract, shall not exceed the amount of the Contractor's insurance indemnity limit pursuant to Article 13.5 of the Contract.

13. LIABILITY, INSURANCE AND BANK GUARANTEE

13.1 The Contractor's General Liability for Damage

The Contractor shall be liable for any damage caused to the Client as a result of breaching its obligations to prepare the Documentation and to provide the Services for obtaining the permits and the Author supervision in accordance with the terms and conditions of the Contract, including damage to items taken over from the Client or items taken over from third parties during preparation of the Documentation, provision of the Services for obtaining the permits or the Author Supervision. This is without prejudice to Article 10.2 of this Contract.

Approval of the Documentation, including adjustments required by the Client and/or issuance of instructions to the Contractor by the Client, neither releases the Contractor from its responsibility,

nor establishes any liability of the Client in connection with such instructions or the Documentation. This is without prejudice to Article 10.2 of this Contract.

The Contractor shall also be liable to the Client for non-property damage incurred by the Client as a result of a breach of the Contract by the Contractor.

13.2 Liability for Damage Caused by a Defect in the Project Documentation

The Contracting Parties have agreed that any increase in the price of the Project due to a defect in the Project Documentation shall be deemed to be a damage to the Client caused by a violation of the Contract by the Contractor. The Contractor, therefore, commits to compensate the Client for a damage incurred by the Client due to the Project Price increase caused by a defect in the Project Documentation. The Contractor is not obliged to compensate for this damage if the Contractor proves that it could not have prevented the defect in the Project Documentation even with the professional care that can be justifiably requested from the Contractor.

13.3 Liability for Damage Caused to Third Parties and Compensation of the Client

The Contractor must compensate the Client and ensure that the Client does not suffer any damage as a result of any claims, compensation for damages or costs, which are claimed or may be claimed against the Client by third parties and which arose in connection with:

- (a) bodily injury, illness, disease or death of any person resulting from defects in the Documentation or the provision of Services for obtaining the permits or the Author Supervision or Auxiliary Author Supervision if they did not occur as a result of a breach of the Contract by the Client, or as a result of the Client's intentional misconduct or negligence; and
- (b) a damage to any items to the extent that such damage:
 - (i) arises from the Documentation or the provision of Services for obtaining the permits or the Author Supervision or Auxiliary Author Supervision; and
 - (ii) was due to negligence, intentional misconduct or breach of the Contract by the Contractor or a person for whom the Contractor is responsible;
- (c) a damage that arises as a result of the Client's obligation to pay any legal, administrative, contractual or another sanction in connection with the Documentation or provision of the Services for obtaining the permits or the Author Supervision or Auxiliary Author Supervision and the origination of this legal, administrative, contractual or another sanction arises from reasons on the part of the Contractor in connection with the performance of this Contract, even if this reason occurs after the end of provision of the performance under this Contract, except for cases when the damage was caused by the Client or by violation of the Client's obligations under this Contract, by a third party claim that applies in full to the period prior to the conclusion of the Contract, or by the Contractor's actions based on the Client's instructions, always to the extent in which this damage was caused this way.

13.4 Disclaimers

The Contractor shall not be liable for delays in the preparation of the Documentation, the Services for obtaining the permits or the Author Supervision or Auxiliary Author Supervision if the following conditions are met:

- (a) the delay was caused by force majeure (meaning an exceptional event or circumstance which could not have been foreseen by either Party prior to the submission of the Contractor's final proposal, under which the Contract was concluded, or prevented by the adoption of precautionary measures, and which are beyond the control of either Party and were not caused intentionally or through negligence of any Party) or the work was interrupted on the basis of the Client's instruction;
- (b) the length of the delay corresponds to the length and nature of force majeure or to the interruption of work due to the Client's instruction; and

- (c) immediately after the case of force majeure became apparent, the Contractor informed the Client in writing of the occurred situation and of the expected duration of the relevant case of force majeure. If possible with reasonable professional care, the abovementioned notification must contain a suggestion for measures to be taken in order to mitigate or prevent the effects of force majeure. The Contractor shall bear the costs associated with the adoption of these measures and the removal of the consequences of force majeure.

13.5 Insurance

The Contractor is obliged to have, for the entire duration of the Contract, however, in each case at least until the end of the last warranty period under Article 4.7 of the Contract, a valid and effective insurance contract for professional liability insurance for damages caused to third parties with the insurance indemnity limit of at least CZK 123,000,000 per insured event, in order to cover the total possible damages caused to the Client in connection with the Contract. The Contractor is obliged to submit the insurance contract (or the insurance certificate (insurance policy) issued by a relevant insurance company or an insurance broker administering the concluded contract, operating pursuant to Act No. 363/1999 Coll., on Insurance and on Amendments to Certain Related Acts, as amended) to the Client before signing this Contract. The Contractor commits to fulfil its obligations arising from the insurance contract, in particular to pay premiums and to fulfil notification obligations. At any time, at the request of the Client, the Contractor shall provide the Client for inspection, without undue delay but no later than ten (15) calendar days from the delivery of the request to submit these to the Contractor, with a valid insurance contract and/or with the insurance company confirmation of the existence of the insurance contract for the sum insured, and a confirmation of due payment of premiums. Failure to submit the original of the required document meeting all the specified requirements within the specified deadline, or failure to properly maintain the insurance contract in force for the entire required period (non-renewal), constitutes a material violation of the Contract and is a reason for the Client's withdrawal from the Contract.

13.6 Bank Guarantee

The Contractor is obliged to provide and submit to the Client a bank guarantee for proper and timely execution of the work - Project Preparation within the meaning of Article 1.1(a) of the Contract, elaboration of the Architectural Study within the meaning of Article 1.1(b) of the Contract, elaboration of the DZD within the meaning of Article 1.1(c) point. 1 of the Contract and related engineering activities within the meaning of Article 1.1(d) of the Contract in the amount of 5 % of the Price consisting of individual partial performance items specified above in this paragraph, the detailed breakdown of which is specified in *Annex No. 4* to this Contract, at the latest before the conclusion of the Contract. The Client requires that the validity of the bank guarantee is determined (or renewed sufficiently in advance) at least until the moment of legal effect of the Zoning Permit.

If the Client instructs the Contractor to perform other services under this Contract, the Contractor is obliged to provide and hand over to the Client a bank guarantee for the due and timely provision of the Services which it was instructed to provide. The bank guarantee must be issued for an amount corresponding to 5% of the Price consisting of individual partial performance items, the exact breakdown of which is specified in *Annex No. 4* to this Contract and must be handed over to the Client by the time the services begin to be provided at the latest. The Client requires setting the force of the bank guarantee (or renewing it sufficiently in advance) at least until the date of effect of the building permit.

Failure to submit the original of the bank guarantee in the agreed amount and date, or failure to maintain it properly in force (non-renewal) for the entire required period, is a reason on the part of the Client to withdraw from the Contract.

The Bank Guarantee must be issued as irrevocable and unconditional, while the relevant bank shall commit to perform without objections and on the basis of the first call of the Client as the beneficiary.

The bank guarantee will ensure that the contractual conditions, the quality and deadlines for the performance of services under this Contract are complied with. The Bank Guarantee will be used by the Client as compensation for claims that would arise as a result of the Contractor's failure to comply with the obligations arising from the Contract. The Client is entitled to use the bank guarantee funds in the amount corresponding to the due amount of the contractual penalty, any Contractor's debt due to the Client, costs necessary to remove the defects of performance provided under this Contract or any right to a discount from the Total Price, damage caused by the Contractor, or any amount which, as the Client deems, corresponds to the compensation for the Contractor's defective performance.

The Client will be entitled to satisfy its claims from the bank guarantee if:

- (a) the Contractor fails to provide services in line with the conditions laid down in the concluded Contract or failed to fulfil its obligations arising from the Contract;
- (b) the Client withdraws from the Contract for reasons on the part of the Contractor;
- (c) the Contractor fails to compensate the damage suffered by the Client or contractual fine which it is obliged to pay under this Contract and which was claimed by the Client;
- (d) Contractor's assets are subject to pending insolvency proceedings in which a bankruptcy decision has been issued or the insolvency petition was rejected on the grounds that the assets are insufficient to cover the costs of the insolvency proceedings or the bankruptcy was cancelled because the assets were completely insufficient or an administration order was issued pursuant to special legal regulations.

If the bank guarantee conditions specify a date of expiration of the issuing bank's obligation and the Zooning Permit and/or the Building Permit have not been issued or these permits have not become effective at least thirty (30) calendar days prior to the date of termination of the bank guarantee, the Contractor will extend the validity of the bank guarantee until the aforementioned decisions become effective or until all defects have been remedied.

The Client is also entitled to assert the right from the bank guarantee if:

- (e) The Contractor fails to extend the validity of the bank guarantee when required to do so pursuant to the Contract, in which cases the Client may claim the full amount of the bank guarantee,
- (f) The Contractor fails to pay the amount due to the Client as agreed upon between the parties within forty (40) calendar days from the date of such consent;
- (g) The Contractor has not fulfilled its unfulfilled obligation within forty (40) calendar days from the receipt of a notice from the Client requesting the fulfilment of the obligation.

In the event that the Client is satisfied, in accordance with this Contract, from the submitted bank guarantee, the Contractor is obliged to automatically and without undue delay supplement the amount of the bank guarantee to its original amount and to submit a new original of the bank guarantee to the Client.

14. CHANGES OF THE SUBJECT OF THE PERFORMANCE OF THE CONTRACTOR

14.1 Changes Ordered by the Client

The Client is entitled, at any time during the term of the Contract, to order the Contractor in writing:

- (a) to perform work and to provide the performance that have not been agreed under the Contract or that have been agreed in a smaller scope;
- (b) not to perform work and not to provide the performance that have been agreed under the Contract or that have been agreed in a larger scope;
- (c) to provide other performance or other execution of work than those agreed in the Contract;

(changes in the subject of performance according to letters (a) to (c) hereinafter referred to as the "**Change of Work**").

The Contractor is entitled to refuse the Change of Work ordered by the Client only if:

- (i) the Contractor's performance on the basis of the Change of Work was to be provided in a manner that is in conflict with legal regulations or professional regulations which the Contractor is obliged to follow;
- (ii) the Change of Work endangers or could seriously endanger health and safety of persons; and/or
- (iii) the Change of Work would substantially change the nature of the Project, including the nature of the risk assumed by the Contractor on the basis of the Contract.

14.2 Changes of Work Suggested by the Contractor

The Contractor is entitled to suggest to the Client the Change of Work, especially in order to increase the quality of the performance of the Contract, to reduce the Price, or to deal with situations not foreseen when concluding the Contract. The Client is not obliged to comply with the Contractor's suggestion.

14.3 Implementation of the Change of Work

If the Change of Work is ordered by the Client or suggested by the Contractor, such fact shall be notified to the other Party in writing, stating the subject of the Change of Work and its reasons in the notification; moreover, the Contractor shall state, in its suggestion for the Change of Work, also the anticipated technical solution of the Change of Work.

Unless the Parties agree otherwise, no later than twenty (20) calendar days from the delivery of the notification of the Change of Work, the Contractor shall prepare a written assessment of the impacts of the Change of Work, detailing the effects of the Change of Work on the Price (including an overview of all costs or savings), the impacts on the fulfilment of the schedule according to *Annex No. 5*, or other expected consequences of the Change of Work on the obligation under the Contract. The Contractor's costs associated with the preparation of the impact assessment of the Change of Work are already included in the Price.

If the subject of the Change of Work is such performance, that can be valued on the basis of *Annex No. 4*, the Contractor is obliged to base the determination of the impacts on the Price on the items listed in this *Annex No. 4*. If the subject of the Change of Work is such performance that cannot be valued on the basis of *Annex No. 4*, the Contractor is obliged to base the determination of the impact on the Price on usual prices, especially the prices determined by relevant industry price lists.

If the Parties do not agree on a change in the Price as a result of the Change of Work, the Contractor is obliged to perform the Change of Work for the unit price specified in the line titled "Extra Work due to the Change of Work" in *Annex No. 4*.

Based on the impact assessment of the Change of Work prepared by the Contractor, the Client shall approve or reject the Change of Work in writing.

The Contractor is obliged, in the period between the delivery of the notification of the Change of Work and the approval or rejection of the Change of Work by the Client, to refrain from actions that would endanger or prevent the performance of the Change of Work, or increase the costs of the performance of the Contract, or extend the date of the performance under the Contract.

When executing the Change of Work, the Parties are obliged to proceed in accordance with the relevant provisions of the PPA.

15. CONTRACT TERMINATION

15.1 Reasons for Termination

This Contract may be terminated only (i) by fulfilling the obligations of the Parties under this Contract, (ii) by agreement of the Parties, or (iii) by withdrawal from this Contract by either Party for reasons set out in Articles 13.5, 13.6, 15.2 and 15.3 of this Contract.

15.2 The Client's Right to Withdraw from the Contract

The Client is entitled to withdraw from this Contract if:

- (a) after the elaboration of the Architectural Study or after the elaboration of the DZD by the Contractor, the Client decides not to continue in the Project on the basis of this Contract, without the condition of such withdrawal being a breach of any obligation on the part of the Contractor and without the Client being obliged to state another reason for withdrawal than the reference to this provision of the Contract;
- (b) the Contractor has breached or failed to fulfil any of its obligations under this Contract and has not remedied such breach within a reasonable period specified by the Client in a written request for remedy, delivered to the Contractor, in which the relevant breach was specified; the remediation deadline must not be shorter than ten (10) calendar days;
- (c) The Contractor is unable to fulfil its obligations under this Contract for any reason;
- (d) The Project has been cancelled or suspended for a long time before the subject of this Contract was fulfilled, and further continuation of the Project cannot be reasonably expected (e.g. due to rejection, termination or limitation of the extent of the Project funding);
- (e) any of the following situations occurs: (i) the Contractor enters into liquidation; or (ii) a court decides on bankruptcy of the Contractor; or (iii) the Contractor files an insolvency petition against itself; (iv) the insolvency petition against the Contractor is rejected for lack of assets pursuant to the provisions of Act No. 182/2006 Coll., the Insolvency Act, as amended.

15.3 The Contractor's Right to Withdraw from the Contract

The Contractor is entitled to withdraw from this Contract if the Client has not paid to the Contractor the Price or any part thereof in accordance with Article 11 of this Contract and has not remedied such breach of its obligation within an additional reasonable period of time, which may not be shorter than sixty (60) calendar days, as stated in the written request for remedy delivered by the Contractor to the Client.

15.4 Method of Withdrawal

The withdrawal from the Contract must be made by a written notification of the withdrawing Party, duly delivered to the other Party, stating the reason for withdrawal from the Contract. The withdrawal shall take effect on the day on which the notification of withdrawal is duly delivered to the Party concerned.

15.5 Price at the Contract Termination

If the Contract is terminated by the Client's withdrawal due to a reason on the part of the Contractor, the proportional part of the Price corresponding to the parts of the Documentation, the Services for obtaining the permits and the Author Supervision (or the Auxiliary Author Supervision) completed before the effective date of the withdrawal from the Contract, shall become the final Price for the subject of the Contract and besides such part of the Price the Contractor shall not be entitled to any further payments against the Client. For the avoidance of doubt, the Contractor shall not have the right to be paid for those parts of the Documentation and the Services for obtaining the permits, that have not been completed to the condition usable by the Client due to reasons on the part of the Contractor, and in relation to the Author Supervision or the Auxiliary Author Supervision, the Contractor shall always have the right only to the part of the Price of partial performance for the provision of the Author Supervision or the Auxiliary Author Supervision for months, or for their proportional part, from the beginning of the provision of the Author Supervision or the Auxiliary Author Supervision in which the Author Supervision or the Auxiliary Author Supervision was actually performed. The Contractor shall be obliged to pay to the Client the compensation for all damages suffered by the Client and for all extraordinary

costs for the completion of the subject of performance of the Contract incurred as a result of or in connection with the termination of the Contract. The Client is entitled to set off its receivables pursuant to the previous sentence against the receivable of the Contractor for the payment of a part of the Price.

If the Contract is terminated by the Client's withdrawal due to a reason on the part of the Contractor, the proportional part of the Price corresponding to the work on the Documentation, the Services for obtaining the permits and the Author Supervision or the Auxiliary Author Supervision performed before the effective date of the withdrawal from the Contract, including the proportional part of the Price for that work that has been initiated but has not been completed by the Contractor, shall become the final Price for the subject of the Contract, and besides such part of the Price the Contractor shall not be entitled to any further payments against the Client.

15.6 Settlement of the Parties upon Termination of the Contract and Cooperation of the Contractor

In the event of termination of the Contract for any reason, the Contractor shall hand over to the Client, within ten (30) calendar days, all existing results of its work under the Contract, including the documents and information that the Contractor should otherwise have to hand over to the Client after proper fulfilment of the entire subject of the Contract. After having received all existing results of the Contractor's work, the Client shall evaluate the rate of completion and usability of individual parts of the delivered performance and their possible defects. The Client shall notify the Contractor of the result of the evaluation no later than sixty (60) calendar days from the handover of all results of the Contractor's work by a written notification containing a list of individual items of the Contractor's work results submitted to the Client, a description of the condition in which these were submitted to the Client (especially the their rate of completion and usability to fulfil the purpose of the Contract) and a list of any defects. The Contractor shall notify the Client in writing of its opinion on the content of the notification pursuant to the previous sentence no later than thirty (30) calendar days from the date on which the notification was delivered to the Contractor. After communicating the Contractor's opinion, the Parties shall confirm the handover of the Contractor's work results in the form of a written protocol on the handover and acceptance of the Contractor's work results as of the date of termination of the Contract, signed by the persons referred to in Article 1.4 of the Contract; if the Parties do not agree on the content of the protocol, they shall state their differing views on the individual disputed items of the protocol.

The protocol on the handover and acceptance of the Contractor's work results as of the date of termination of the Contract is the basis for issuing the Contractor's invoice for the unpaid part of the Price upon termination of the Contract pursuant to Article 15.5 of the Contract. However, if the protocol is not mutually agreed within one hundred and twenty (120) calendar days from handing over all existing results of the Contractor's work, the Contractor is entitled to issue an invoice for the unpaid part of the Price upon termination of the Contract after this period, regardless of whether the protocol has been signed by the Parties; this is without prejudice to the Client's claims, in particular claims for defects and the right to set off damages and extraordinary costs pursuant to Article 15.5 of the Contract.

The Contractor commits to cooperate, at the Client's request, after termination of this Contract by withdrawal or by agreement of the Parties, also with another entity designated by the Client, to the extent necessary for the Project execution, in order to enable the other entity designated by the Client to assume the Contractor's obligations without negative impacts on the preparation or execution of the Project, all this until the moment when the other entity designated by the Client is able to fully replace the Contractor; this period shall not exceed sixty (60) calendar days from the date of termination of the Contract. If the Contract is terminated due to a reason on the part of the Contractor, the Contractor shall meet the abovementioned obligations free of charge. If the Contract is terminated for reasons on the part of the Client, the Client shall compensate the Contractor for demonstrable, necessarily and expediently incurred costs to the Contractor in connection with the abovementioned obligations; however, only up to the amount of

demonstrably expediently spent hours using the unit price specified in the line titled "Extra Work due to the Change of Work" in *Annex No. 4*.

15.7 Violation of the Contractor's Obligation

Without prejudice to any rights of the Client under this Contract, the Parties have agreed that if the Contractor fails to meet any of its obligations under the Contract within ten (10) calendar days of receiving a written reminder from the Client, the Client is entitled to ensure fulfilment of such obligation through another person at the Contractor's expense. In such case, the Client has the right to reduce the relevant part of the Price by these expenses. Ensuring the fulfilment of the Contractor's obligations through another person pursuant to this Article 15.7 has no effect on the assessment of the Contractor's delay in fulfilling its obligations.

15.8 Utilisation of Existing Outputs in case of the Contract Termination

In all cases of the Contract termination, the Client is entitled to entrust any third party with further work on the Project Documentation, provision of the Services for obtaining the permits and the Author Supervision, without any restriction of the possibility to use the Project Documentation and/or the results of the Services for obtaining the permits and the Author Supervision prepared or provided by the Contractor by the effective date of the Contract termination.

By signing this Contract, the Contractor explicitly agrees that in all cases of termination of the Contract the Client is entitled to use the Contractor's existing outputs for the proper completion of the Project.

16. FINAL PROVISIONS

16.1 Entry into Force and Effectiveness

This Contract comes into force on the date it is signed by both Parties and becomes effective on the date of its publication in the register of contracts pursuant to Act No. 340/2015 Coll. on Special Conditions for Effectiveness of some Contracts, Publication of such Contracts and the Register of Contracts (the Act on the Register of Contracts; hereinafter the "ARC").

16.2 Notifications

All written notifications under this Contract or in connection with it by either Party to the other Party must be delivered in one of the following ways:

- (a) personal delivery of the document (to the Client to the hands of the Client's Representative to the Client's registry office);
- (b) by e-mail (to the Client with a guaranteed electronic signature to the designated e-mail address of the Client's Representative);
- (c) via data box (to the Client to the hands of the Client's Representative) and/or
- (d) by delivery by post or courier (to the Client to the hands of the Client's Representative).

All communication between the Parties shall be exclusively in the Czech language.

16.3 Delivery

Documents shall be delivery to the Parties to the following addresses:

- (a) To the Client:

Address: Správa železnic, state organisation, Stavební správa západ, Sokolovská 1955/278, 190 00 Prague 9

Data box ID: uccchjm

Attn.: The Representative of the Client pursuant to Article 1.4

E-mail: According to the appointed Representative of the Client pursuant to Article 1.4

(b) To the Contractor:

Address: [TO BE COMPLETED BY THE CONTRACTOR]

Data box ID: [TO BE COMPLETED BY THE CONTRACTOR]

Attn.: The Representative of the Contractor pursuant to Article 1.4

E-mail: According to the appointed Representative of the Contractor pursuant to Article 1.4

All documents shall be considered delivered:

- (i) if they are delivered in person, by handing them over to the representative of the addressee (of the other Party) at the moment of receipt of the documents, or at the moment of the refusal of their receipt by the representative of the addressee;
- (ii) if they are delivered by e-mail, at the moment of delivery of the e-mail message to the e-mail box of the addressee (of the other Party). However, in the case that the e-mail message was not sent on a business day or was sent after 4:00 pm on a business day, the e-mail message is considered delivered at 10:00 a.m. on the next business day;
- (iii) if they are delivered to the data box, at the moment when the authorised representative of the addressee (of the other Party) logs in to the data box, provided that if such person does not log in to the data box within ten (10) calendar days from the day the document was delivered to the data box, the document shall be deemed to have been received on the last day of this period;
- (iv) if they are delivered by post or by courier, when the representative of the other Party took over the consignment or when it refused to take over the consignment, except for the refusal to take it over due to its damage.

Each Party is entitled to change its delivery address specified in this Article 16.3. In such a case, the other Party is obliged to deliver notifications to the new address notified to it, from the first business day following the day on which the change was demonstrably notified to the other Party.

16.4 Assignment

The Contractor is not entitled to assign the rights, obligations and liabilities of the Contract, or the Contract as such, to a third party or to other parties without prior written consent of the Client.

16.5 Governing Law

This Contract shall be governed by and interpreted according to the laws of the Czech Republic. Matters that are not agreed in this Contract or do not follow from the Contract shall be governed by the relevant provisions of legal regulations, in particular of Act No. 89/2012 Coll., the Civil Code, as amended (the “**Civil Code**”) and the PPA.

The Contractor is obliged to provide the Client with the necessary cooperation in fulfilling the Client's obligations pursuant to Act No. 106/1999 Coll., on Free Access to Information, as amended, pursuant to the PPA and the ARC.

16.6 Entire Agreement and Negotiations of the Parties on the Content of the Contract

The Parties hereby declare that this Contract constitutes the complete agreement of the Parties on its subject and supersedes, in connection with this subject, all previous written or oral agreements and arrangements of the Parties. The Parties further declare that this Contract was not concluded in distress and under unilaterally unfavourable conditions. The Contractor declares that it got acquainted in detail with its obligations resulting from this Contract as well as with the consequences caused by potential failure to comply with them. The Parties explicitly rule out the application of Section 1799 and Section 1800 of the Civil Code to this Contract.

16.7 Trade Secret

The Parties declare that no information stated in this Contract is subject to trade secrets within pursuant to Section 504 of the Civil Code.

16.8 Publication of the Contract

In connection with the application of the ARC, the Parties have agreed on the following:

- (a) The Contract does not contain trade secrets of any of the Parties or other information excluded from the publication obligation (with the exception stated below) and is, including its Annexes, eligible for publication in the register of contracts pursuant to the ARC, and the Parties agree to publish the Contract, including its Annexes. An exception is the personal data of the Representatives of the Parties in the form of names and contact details of the persons listed in the Article 1.4 and Article 1.5, which shall be sanitised;
- (b) in accordance with Section 5 of the ARC, the Client shall send to the administrator of the register of contracts an electronic image of the text content of this Contract and its annexes in an open and machine-readable format, and the metadata required by the ARC, namely to the relevant data box of the Ministry of the Interior intended for the publication of records in the register of contracts. The electronic image of the text content of this Contract shall be prepared by the Client with the help of automatic machine conversion of the text;
- (c) The Client shall fulfil the obligation specified in point (b) immediately, no later than within the period set by the ARC.

The Client may, at its discretion, publish the Contract in accordance with the relevant provisions of the PPA also on the profile of the contracting authority.

16.9 Changes and Amendments

Unless otherwise resulting from this Contract, any change to the Contract must be made in the form of an amendment to this Contract and such amendment must be made in writing and duly signed by the Parties. The amendment to the Contract must be in accordance with the rules on public procurement.

16.10 Separability

If any provision of the Contract becomes or is proclaimed invalid or unenforceable, then such invalidity or unenforceability shall be without prejudice (to the largest possible extent permissible by the legal regulations) to the validity or enforceability of the remaining provisions of the Contract. In such case the Parties have agreed to replace any such invalid or unenforceable provision with a valid and enforceable one, in order to reach the same effect and result, to the maximum possible extent as permitted by the legal regulations, as intended by the provision being replaced.

16.11 Change of Circumstances

The Contractor hereby declares that, pursuant to Section 1765 of the Civil Code, it assumes the risk of a change of circumstances and that it is not entitled to request, from the Client and/or a court, renewal of the negotiations about this Contract on the grounds of a material change of circumstances constituting a gross imbalance in the rights and obligations of the Parties.

16.12 Assumption of the Risk of Change of Circumstances

The Contractor hereby assumes the risk of change of circumstances under Section 2620 (2) of the Civil Code.

16.13 Exclusion of Application of Certain Provisions of the Civil Code

The Parties rule out for this Contract or for conclusion of an amendment thereto the application of the provisions of Section 1740 (3) of the Civil Code (acceptance of a proposal with a deviation). The Parties rule out for this Contract the application of the provisions of Section 2609 of the Civil Code concerning the self-help sale and of the provisions of Section 2595 of the Civil Code concerning the Contractor's withdrawal due to an improper instruction or an improper matter. The Parties declare that, for the legal relationship established by this Contract, the application of Section 2611 of the Civil Code (possibility to request for provision of a reasonable part of the remuneration) is also ruled out.

16.14 Failure to Cooperate

The Contractor shall not be entitled to withdraw from the Contract due to the Client's failure to provide its cooperation (the application of Section 2591 of the Civil Code is ruled out). Should the Client fail to provide its cooperation, the Contractor is entitled, after a reasonable period of time granted to the Client to provide such cooperation, to ensure the necessary performance at the expense of the Client. However, the Client is obliged to refund the Contractor only for demonstrable, necessarily and expediently incurred costs.

16.15 Business Practice

The Parties hereby declare that within the legal relationship established by this Contract, within the meaning of Section 558 (2) of the Civil Code, the business practice shall not be taken into account and thus it does not take preference over provisions of law without coercive effects.

16.16 List of Annexes

The following Annexes shall form an integral part of this Contract:

- 1) Competition design on digital carrier and requirements for modification of the competition design;
- 2) Minimum scope of the Project Preparation, minimum scope and detail of the Architectural Study and of the Project Documentation;
- 3) Scope and structure of the Costs Estimate;
- 4) Proposal price according to individual partial performances;
- 5) Schedule of the Contractor's activities;
- 6) List of documents submitted by the Client to the Contractor upon signing the Contract and of the internal guidelines of the Client;
- 7) List of subcontractors;
- 8) Building Information Model.

16.17 Counterparts

This Contract has been drawn up in three (3) counterparts in Czech language, of which the Client shall receive two (2) copies and the Contractor shall receive one (1) copy.

SIGNATURE PAGE

THE PARTIES HEREBY EXPLICITLY DECLARE THAT THIS CONTRACT EXPRESSES THEIR TRUE AND FREE WILL, IN WITNESS OF WHICH THEY ATTACH THEIR RESPECTIVE SIGNATURES BELOW.

On behalf of the Client:

On behalf of the Contractor:

Place: Prague

Place: [TO BE COMPLETED BY THE CONTRACTOR]

Date:

Date:

[NAME - TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE CONTRACT] [FUNCTION - TO BE COMPLETED BY THE CLIENT]

[NAME - TO BE COMPLETED BY THE CONTRACTOR]
[FUNCTION - TO BE COMPLETED BY THE CONTRACTOR]

Annex No. 1 – Competition Design on a Digital Carrier and Requirements for the Competition Design's Modification

[Note of the Client: to be completed upon signing the Contract]

Requirements for the adjustment of the competition design according to Article 1.1(b) of the Contract and the conditions for the place of the Construction:

[TO BE COMPLETED BY THE CLIENT WITHIN THE NPWP BEFORE SUBMITTING THE CONTRACTOR'S PROPOSAL]

Annex No. 2 – Minimum Scope of the Project Preparation, Minimum Scope and Detail of the Architectural study and of the Documentation for the Zoning Decision

A. Minimum Scope of the Project Preparation

- evaluation of the underlying materials submitted by the Client to the Contractor for the purposes of fulfilling the Contract and possible specification of the necessary project underlying materials;
- analysis of the Construction area (inspection of the place of the future Construction, verification of the regulatory conditions of the area)
- Evaluation of economic and ecological parameters of the assignment;
- Specification of necessary design underlying materials;

B. Minimum Scope and Detail of the Architectural Study

[TO BE COMPLETED BY THE CLIENT WITHIN THE NPWP BEFORE SUBMITTING THE CONTRACTOR'S PROPOSAL]

Before submitting the Fair Copy of the Architectural Study to the Client, the Contractor shall ensure a physical inspection in the form of free movement in virtual reality in a 1:1 model, based on a 3D model of the relevant phase of the Project.

C. Minimum Scope and Detail of the Project Documentation

The Project Documentation for the application for the issuance of the decision on the location of the construction and the building permit shall be prepared to the extent specified in Annex No. 8 to Decree No. 499/2006 Coll. on Constructions Documentation, as amended, and possible other later regulations; Prior to the completion of the Project Documentation for the application for the issuance of the Zoning permit and the Building Permit, the Contractor shall ensure a physical inspection in the form of free movement in virtual reality in a 1:1 model, based on a 3D model of the relevant phase of the Project.

The project Documentation for the Execution of the Construction shall be prepared in accordance with the final Zooning Permit and the Building Permit, and to the extent pursuant to Annex No. 6 to Decree No. 499/2006 Coll. on Constructions Documentation, as amended (and possible other later regulations) and Decree No. 169/2016 Coll., on Determining the Scope of Documentation of a Public Contract for Construction Work and on Inventory of Construction Work, Supplies and Services with a Statement of Acreage, as amended, while the Project Documentation for the Execution of the Construction shall also include drawings of the reinforcement and the valued statement of acreage. Before the completion of the Project Documentation for the Execution of the Construction, the Contractor shall ensure a physical inspection in the form of free movement in virtual reality in a 1:1 model, based on a 3D model of the relevant phase of the Project.

Annex No. 3 – Scope and Structure of the Costs Estimate

Pursuant to Article 1.6 of the Contract, the Documentation must be prepared so that the Costs Estimate (and in the case of PDEC the control itemised budget) for the implementation of the Construction meets the required investment in the Construction in the total maximum amount pursuant to Article 1.6 of the Contract.

For the purposes of compiling the Cost Estimate, the Contractor shall use the price list of the Institute of Rationalisation in Construction Prague valid as of the day of submission of the competition designs within the Competition for Design.

The Contractor is obliged to submit to the Client, together with the draft of the Documentation, always also the Costs Estimate (in the case of PDEC the control itemised budget) compiled according to the price list of the Institute for Rationalisation in Construction Prague, valid as of the day when the given version of the Documentation is submitted to the Client.

Structure of the Costs Estimate

TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE CONTRACT

Annex No. 4 - Proposal Price by Individual Partial Performances

MILESTONE	ORIGIN OF ENTITLEMENT TO PAYMENT	AMOUNT FOR PARTIAL PERFORMANCE without VAT
Project Preparation	After termination of the provision of the activity	CZK [TO BE COMPLETED BY THE CONTRACTOR]
Architectural Study	After submission of the First Draft of the Architectural Study	CZK [TO BE COMPLETED BY THE CONTRACTOR] Maximum 50% of the price for this partial performance (Architectural Study)
	After submission of the Fair Copy of the Architectural Study and after removal of all its defects claimed by the Client	CZK [TO BE COMPLETED BY THE CONTRACTOR] Maximum 25% of the Price pursuant to Article 11.1 of the Contract
Documentation for the Zoning Decision	After submission of the first version to the Client	CZK [TO BE COMPLETED BY THE CONTRACTOR]
	After submission of the fair copy, after incorporation of all the Client's comments and after approval by the Client as well as by the building authority	CZK [TO BE COMPLETED BY THE CONTRACTOR] The Price for this partial performance must not exceed 25% of the total Price pursuant to Article 11.1 of the Contract.
Engineering activities to ensure the final Zoning decision	The Zoning decision's entry into force	CZK [TO BE COMPLETED BY THE CONTRACTOR]
Documentation for the Issuance of the Building Permit	After the submission of the first draft to the Client	CZK [TO BE COMPLETED BY THE CONTRACTOR]
	After the submission of the fair copy, after incorporation of all comments of the Client, after approval by the Client and after approval by the building authority	CZK [TO BE COMPLETED BY THE CONTRACTOR] The Price for this partial performance must not exceed 25% of the total Price pursuant to Article 11.1 of the Contract

Engineering activities to ensure the final Building Permit	The Building Permit's entry into force	CZK [TO BE COMPLETED BY THE CONTRACTOR]
Documentation for the Execution of the Construction	After the submission of the first version to the Client	CZK [TO BE COMPLETED BY THE CONTRACTOR]
	After the submission of the fair copy, after incorporation of all comments of the Client and after approval by the Client	CZK [TO BE COMPLETED BY THE CONTRACTOR]
Author Supervision	quarterly pursuant to Article 11.3 of this Contract	CZK [TO BE COMPLETED BY THE CONTRACTOR] for a total of 24 months of performing the Author Supervision more precisely incl. 2 months after obtaining the final use permit Price per hour of Author Supervision: [TO BE COMPLETED BY THE CONTRACTOR]
TOTAL PRICE: CZK [TO BE COMPLETED BY THE CONTRACTOR]		
PRICE FOR INDIVIDUAL OPTIONAL PARTIAL PERFORMANCES PROVIDED ONLY ON THE BASIS OF THE CLIENT'S INSTRUCTION:		
Auxiliary Author Supervision	quarterly pursuant to Article 11.3 of this Contract	CZK [TO BE COMPLETED BY THE CONTRACTOR] for a total of 48 months of performing the Auxiliary Author Supervision Price per hour of Auxiliary Author Supervision: [TO BE COMPLETED BY THE CONTRACTOR]
price for one (1) multi-print of the Architectural Study	after delivery to the Client	CZK [TO BE COMPLETED BY THE CONTRACTOR] The price for this partial performance must not exceed CZK [TO BE COMPLETED BY THE CLIENT WITHIN THE NPWP]

price for one (1) multi-print of the Documentation for the Zoning Decision	after delivery to the Client	CZK [TO BE COMPLETED BY THE CONTRACTOR] The price for this partial performance must not exceed CZK [TO BE COMPLETED BY THE CLIENT WITHIN THE NPWP]
price for one (1) multi-print of the Documentation for the Issuance of the Building Permit	after delivery to the Client	CZK [TO BE COMPLETED BY THE CONTRACTOR] The price for this partial performance must not exceed CZK [TO BE COMPLETED BY THE CLIENT WITHIN THE NPWP]
price for one (1) multi-print of the Documentation for the Execution of the Construction	after delivery to the Client	CZK [TO BE COMPLETED BY THE CONTRACTOR] The price for this partial performance must not exceed CZK [TO BE COMPLETED BY THE CLIENT WITHIN THE NPWP]
Extra Work due to the Change of Work	According to the agreement between the Parties	Unless otherwise agreed between the Parties to the Contract before the commencement of the Contractor's work, the price shall not exceed CZK [TO BE SUPPLEMENTED BY THE CLIENT WITHIN THE NPWP] for one hour of the Contractor's activity (1 rate)

Annex No. 5 - Schedule of the Contractor's activities

[Note of the Client for the purposes of submitting the Contractor's proposal: As a part of its proposal, the Contractor shall submit a Schedule of the Contractor's activities, which shall include the determination of the duration of individual activities. This schedule shall mark the beginning of the work as "T", i.e. not by a specific date. Duration of individual work shall always be calculated as e.g. "T + 1 week". Prior to conclusion of this Contract between the Client and the Contractor, this Annex shall be adjusted by the Contractor, so that time "T" is replaced by a specific date of commencement of the performance under this Contract.]

Expected deadlines of the Client:

Commencement of the Contractor's work – 1 May 2021

Completion of the Architectural Study incl. approval by the Client – 30 October 2021

DZD in force – 31 December 2022

DBP in force – 31 December 2023

Annex No. 6 - List of Documents Submitted by the Client to the Contractor upon Signing the Contract and of the Internal Guidelines of the Client

TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE CONTRACT

Annex No. 7 – List of Subcontractors

[TO BE COMPLETED BY THE CONTRACTOR]

Annex No. 8 – Building Information Model

[TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE CONTRACT]