



CONTRACT ON THE DEVELOPMENT AND IMPLEMENTATION OF SOFTWARE

This contract on the development and implementation of software ("Contract") was concluded pursuant to section 1746(2) of the act no. 89/2012 Coll., Civil Code ("Civil Code"), on the day, month and year stated below by and between:

- (1) **Institute of Physics of the Academy of Sciences of the Czech Republic, a public research institution,**

with its registered office at:

Na Slovance 2, Praha 8, PSČ: 182 21,

registration no.: 68378271,

represented by: prof. Jan Řídký, DrSc. – director

("Client"); and

- (2) **NUVIA a.s.,**

with its registered office at:

Modřínová 1094, 674 01 Třebíč,

registration no.:

255 06 331,

represented by:

Ing. Pavel Holčák – technical director, on the basis of a power of attorney

("Contractor").

(The Client and the Contractor are hereinafter jointly referred to as "Parties" and individually as "Party".)

WHEREAS

- (A) The Client is a public contracting authority and the beneficiary of a grant of the Ministry of Education, Youth and Sports of the Czech Republic for a project „ELI: EXTREME LIGHT INFRASTRUCTURE – Phase 2“, reg. number: CZ.02.1.01/0.0/0.0/15_008/0000162 ("Project"), within the Operational Programme Research, Development and Education.
- (B) For the successful realization of the Project it is necessary to procure the Software (as defined below) in accordance with the act no. 137/2006 Coll., on public procurement ("Act on Public Procurement"), and Rules for the Selection of Suppliers within the Operational Programme Research, Development and Education.

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- (C) The Contractor wishes to provide the Software to the Client for consideration.
- (D) The Contractor's bid for the public procurement entitled "*Software for monitoring system of ionizing radiation, gases and clean areas*", which was published in the Journal of Public Procurement under the registration number 521970 and whose purpose was to procure the Software ("**Public Procurement**"), was selected by the Client as the most suitable.

IT WAS AGREED AS FOLLOWS:

1. BASIC PROVISIONS

- 1.1 Under this Contract the Contractor shall at its own cost and risk develop and implement for the Client software, which shall meet requirements listed in Annex 1 (*Technical Specification*) to this Contract ("**Software**") and the Client shall take over the Software and shall pay the Price (as defined below) to the Contractor, all under the terms and conditions stipulated in this Contract.
- 1.2 Under this Contract the Contractor shall carry out following works and activities ("**Related Activities**");
 - a) to draft Software Quality Management Plan as defined in Annex 1 (*Technical Specification*);
 - b) to develop Software in accordance with the requirements listed in Annex 1 (*Technical Specification*);
 - c) to specify requirements on hardware, on which Software shall be installed and operated to such extent and in such detail that the Client is able to procure such hardware on the market; the Contractor takes into account that it has the duty to implement Software on hardware procured by the Client and, therefore, is solely responsible for the proper, complete, clear and unambiguous specification of hardware;
 - d) to deliver Software to the place of delivery;
 - e) to install and implement Software in the place of delivery and carry out other activities that are necessary for the Client to start fully using the Software;
 - f) to carry out all other activities that are stipulated in Annex 1 (*Technical Specification*) to this Contract;
 - g) to verify that the Software meets all requirements stipulated in this Contract (and to carry out adjustments, if necessary);
 - h) to verify, that Software is fully functional;
 - i) to demonstrate the functionality of Software;
 - j) to allow the Client to test Software for two (2) weeks (user acceptance testing);



- k) to elaborate and hand over to the Client (i) all documentation related to testing of Software and all protocols on such tests, (ii) user, operational and maintenance manuals of the Software and (iii) other documents that are necessary for the proper takeover and use of the Software; all the above mentioned documents shall be in Czech or English language and in electronic (in editable form) and paper form;
 - l) to hand over to the Client the source code to the Software prior to the signature of the Handover Protocol (as defined below);
 - m) to train up to 8 persons selected by the Client to such extent that after the training the trained persons will be able to safely and effectively operate and maintain the Software and shall know information that every owner and operator of the Software should know;
 - n) to handover the declaration of conformity of the Software with the approved standards, if there are any; and
 - o) to cooperate with the Client during the performance of this Contract (e.g. to control the readiness of premises for the implementation of the Software, etc.).
- 1.3 If for the fulfilment of this Contract or for the proper operation of the Software are necessary other deliveries, works or activities not mentioned in this Contract, the Contractor shall procure such deliveries or shall carry out such works and activities at its own expense without any effect on the Price.
- 1.4 During the performance of this Contract, the Client is entitled to further specify the requirements in Annex 1 (*Technical Specification*) provided that such specification is in accordance with the Act on Public Procurement and within the scope of the requirement that is being specified.
- 2. THE PLACE OF DELIVERY**
- 2.1 The place of delivery is ELI Beamlines facility in Dolní Břežany town, Central Bohemian Region, Czech Republic. The Client shall determine the exact premises for delivery and shall communicate it to the Contractor as soon as the Contractor is prepared to deliver the Software and carry out Related Activities and shall provide such information to the Client.
- 3. COOPERATION DURING THE DEVELOPMENT OF THE SOFTWARE**
- 3.1 The Client is aware that Software does not exist at the time of the signature of this Contract and that the Contractor must develop Software.
- 3.2 The Client is entitled to exercise control over the development of the Software. For this purpose, the Contractor shall provide to the Client all information regarding the status of the development of the Software, at the request of the Client. Such request must be answered by the Contractor within 3 working days.



- 3.3 The Parties shall meet in person or via videoconference at least once a week. The purpose of these meetings is to monitor the development of Software and discuss any other issues regarding the performance of this Contract. Meetings shall take place every Friday at 10 AM, unless Parties agree otherwise. Besides the above mentioned regular meetings, the Client is entitled to request the meeting in person in accordance with its needs (*ad hoc*) at the place of delivery. The Contractor shall attend this meeting at the requested time unless there are serious reasons for not attending.
- 3.4 The Contractor takes into account that during these meetings third persons (e.g. employees of State Office for Nuclear Safety) may attend it and may consult with the Contractor various aspects of the development or functioning of Software.
- 3.5 The Client is entitled to inspect the status of the development of the Software at Contractor's premises. The inspection shall start 5 working days after the Contractor received the Client's notice of such inspection, unless Parties agree otherwise. Each inspection may last, at the Client's discretion, up to 3 working days.
- 3.6 During the inspection, the Contractor shall provide to the Client all cooperation, assistance and information that the Client needs for the purposes of full evaluation of the status of the development or testing of the Software. During the inspection, the Client shall consult with the Contractor the development of the Software and shall provide necessary clarifications for the proper performance of this Contract.
- 3.7 If the Client ascertains during the duration of this Contract that the Contractor breaches its duties under this Contract, it shall notify the Contractor of such breaches and the Contractor must remedy the deficiencies within 5 working days.
4. **THE TIME OF DELIVERY AND IMPLEMENTATION**
- 4.1 The Contractor is aware that the proper and timely performance of this Contract is essential for the Client due to the schedule and the final date of the realization of the Project and that the failure to meet deadlines may cause financial losses to the Client.
- 4.2 The Contractor shall deliver the Software and shall carry out Related Activities within 1 year from the effectiveness of this Contract. The Client reserves the right to postpone the term of the delivery at its own discretion (even repeatedly), but such postponement shall not exceed 6 months in total.
- 4.3 The detailed time schedule (milestones) is as follows:
- a) the draft of Software Quality Management Plan (as defined in Annex 1) shall be elaborated and handed to the Client within 2 weeks from the effectiveness of this Contract;
 - b) functional, data and process model of Software and the specification of the hardware, on which the Software shall be installed and operated shall be handed over to the Client within 3 months from the effectiveness of the Contract;



- c) the development and testing of Software at Contractor's premises (factory acceptance tests) shall be carried out within 10 months from the effectiveness of the Contract.
- 4.4 The Contractor is entitled to handover the Software and to carry out Related Activities during working days between 8:30 and 17:00 hours, unless otherwise agreed by the Parties. Precise working days shall be determined on the basis of mutual agreement. If the agreement is not reached, the Contractor shall perform during the last thirty (30) days, within which it is possible to fulfill this Contract in time and the Client shall provide to the Contractor for this purpose necessary cooperation.
5. **PRICE AND PAYMENT TERMS**
- 5.1 The price for the fulfilment of the Contract is 3 428 000,- CZK ("Price") without value added tax ("VAT"). The VAT shall be paid in accordance with the applicable legal regulations and international agreements.
- 5.2 The Price cannot be exceeded and includes all costs and expenses of the Contractor related to the performance of this Contract. The Price includes, among others, all expenses related to the development of Software, handover of the Software and the execution of Related Activities, costs of copyright, insurance, warranty service and any other costs and expenses connected with the fulfilment of this Contract.
- 5.3 The Price may be changed only if:
- a) in the period between the conclusion of this Contract and the signature of the Handover Protocol the rates of VAT are changed (in such a case the new price shall only reflect the new rate of VAT), or if
 - b) the change is done in accordance with the Act on Public Procurement.
- 5.4 The Price shall be paid in Czech Crowns on the basis of a tax document – invoice, to the account of the Contractor designated in the invoice. The Price shall be paid in the following manner:
- a) 20 % of the Price shall be paid after the Client approves the functional, data, and process model of Software and the specification of the hardware, on which the Software shall be installed and operated;
 - b) 30 % of the Price shall be paid after the development and testing of Software at Contractor's premises and the Contractor provides to the Client a report of successful testing (as specified in the Software Quality Management Plan);
 - c) 50 % of the Price shall be paid after the signature of the Handover Protocol by both Parties. The Handover Protocol signed by both Parties must be attached to the invoice.



- 5.5 The Client shall realize payments on the basis of duly issued invoice within 30 days from its receipt. The invoice shall be considered to be paid for on the day when the invoiced amount is deducted from the Client's account on behalf of the Contractor's account.
- 5.6 The invoice issued by the Contractor as a tax document must contain all information required by the applicable laws of the Czech Republic. Invoices issued by the Contractor in accordance with this Contract shall contain, in particular, following information:
- a) name and registered office of the Client,
 - b) tax identification number of the Client,
 - c) name and registered office of the Contractor,
 - d) tax identification number of the Contractor,
 - e) registration number of the tax document,
 - f) scope of the performance (including the reference to this Contract),
 - g) the date of the issue of the tax document,
 - h) the date of the fulfilment of the Contract (if applicable),
 - i) Price,
 - j) VAT base,
 - k) VAT rate,
 - l) amount of VAT in Czech currency,
 - m) registration number of this Contract, which the Client shall communicate to the Contractor based on Contractor's request before the issuance of the invoice,
 - n) declaration that the performance of the Contract is for the purposes of a project „ELI: EXTREME LIGHT INFRASTRUCTURE – Phase 2“, reg. number: CZ.02.1.01/0.0/0.0/15_008/0000162,

and must comply with the double tax avoidance agreements, if applicable.

- 5.7 In case that the invoice shall not contain the above mentioned information, the Client is entitled to return it to the Contractor during its maturity period and this shall not be considered as a default. The new maturity period shall begin from the receipt of the supplemented or corrected invoice to the Client.
- 5.8 Last invoice of every calendar year must be delivered to the Client on December 15 of that calendar year, at the latest.
6. **CONTRACTOR'S DUTIES**
- 6.1 The Contractor shall fulfil this Contract with professional care.



- 6.2 The Contractor shall ensure that the Software and Related Activities are in compliance with this Contract (including all its annexes), Contractor's Bid, and applicable legal (e.g. safety), technical and quality norms.
- 6.3 During the performance of this Contract the Contractor proceeds independently. If the Contractor receives instructions from the Client, the Contractor shall follow such instructions unless these are against the law or in contradiction to this Contract. If the Contractor finds out or should have found out (if professional care was exercised) that the instructions are for any reason inappropriate or illegal or in contradiction to this Contract, then the Contractor must notify the Client.
- 6.4 All things or material necessary for the performance of this Contract shall procure the Contractor, unless this Contract stipulates otherwise.

7. **HANDOVER AND TAKEOVER OF THE WORK**

- 7.1 Related Activities must be performed in the presence of representative of both Parties prior to the handover and takeover of Software, unless Parties agree otherwise.
- 7.2 Handover and takeover of the Software shall be realized on the basis of a handover protocol, which shall contain following information ("**Handover Protocol**"):
- a) the identification of the Client, Contractor and its subcontractors, if there are any,
 - b) the description of Software, and
 - c) the date of the signature.
- 7.3 If the Contractor fails to duly carry out all Related Activities or if Software does not meet all requirements of this Contract, the Client is entitled to refuse the takeover of Software. In such a case the Contractor shall remedy the deficiencies within 10 working days, unless Parties agree otherwise. The Client is entitled (but not obliged) to take over Software despite the above mentioned deficiencies, in particular if such deficiencies do not prevent the Client in the proper operation of Software. In such a case the Contractor and the Client shall list the deficiencies in the Handover Protocol, including the manner and the date of their removal (remedy). If the Parties do not reach the agreement in the Handover Protocol regarding the date of the removal, the Contractor shall remove all the deficiencies within 10 working days.
- 7.4 Parties exclude the application of the section 2126 of the Civil Code.

8. **SOFTWARE SERVICES**

- 8.1 The Seller shall provide Services (as defined below) for the period of 24 months ("**Warranty Period**"). The Warranty Period shall begin on the day of the signature of the Handover Protocol by both Parties. If the Handover Protocol lists any defects or deficiencies, the Warranty Period shall begin on the day, which follows the day, in which the last defect or deficiency was remedied. The Client is entitled to postpone the beginning of the Warranty Period at its own discretion by up to 6 months.



8.2 Services related to Software shall include (i) the removal of all defects of Software and (ii) solving of all other problems connected with the use of Software (“Services”). Defects are divided into following categories:

a) Category A defects (Critical)

Category A defects are serious defects with the highest priority that have critical impact on Software functionality and cause to the Client serious facility operational problems.

b) Category B defects (Major)

Category B defects are serious defects that by their character do not fall into category A. These defects affect major functionality of Software and cause problems with operation of the facility or its part.

c) Category C defects (Minor)

Category C defects are defects that by their character do not fall into category A or B. These defects do not affect major functionality of Software and can be easily fixed or removed.

If there is a doubt between the Parties whether a defect falls into category A, B or C, the Client shall decide and such decision is binding on the Contractor.

8.3 If the Client ascertains a defect of Software (or other problems connected with the use of Software) during the Warranty Period, the Client shall notify it without undue delay to the Contractor. Defects may be notified until (and including) the last day of Warranty Period.

8.4 The Client shall notify defects or other problems connected with the use of Software via a defects tracking system that the Contractor shall set up. The defect or other problem connected with the use of Software is considered as notified once it was inserted into the defects tracking system. Additionally, the Contractor shall accept notifications of defects on the following phone number: +420 568 409 811. In the notification the Client shall describe the defect or other problem connected with the use of Software.

8.5 The Contractor shall remove

- a) defects falling into category A within 24 hours from its notification, unless Parties agree otherwise;
- b) defects falling into category B within 96 hours from its notification, unless Parties agree otherwise;
- c) defects falling into category C within 2 weeks from its notification, unless Parties agree otherwise;
- d) other problems connected with the use of Software within 2 weeks from its notification, unless Parties agree otherwise.



In the case of the occurrence of defects falling into Category A and B, the Contractor shall provide a substitute solution that can be implemented and allow the temporary use of Software (workaround) within 12 hours from the notification of the defect.

The Client does not require the provision of Services over the weekends and state holidays.

- 8.6 Parties shall execute a protocol on the removal of the defect, which shall contain the description of the defect and the confirmation that the defect was removed.
- 8.7 To avoid any doubts Parties declare that the costs of Services for the whole Warranty Period are included in the Price.
- 8.8 In case that the Contractor does not remove the defect within stipulated time or if the Contractor refuses to remove the defect, then the Client is entitled to remove the defect at his own costs and the Contractor shall reimburse these costs within 10 days after the Client's request to do so.

9. TECHNICAL ASSISTANCE

During the Warranty Period, the Contractor shall provide immediately to the Client any technical assistance requested by the Client free of charge on the phone number: +420 568 409 811. The technical assistance must be available every working day from 8:00 to 17:00 hours.

10. LICENSE

- 10.1 The Contractor grants to the Client a right to use the Software in the original or modified version, in connection with other work or independently ("License").
- 10.2 License is granted
- a) free of charge;
 - b) as exclusive;
 - c) for all manners of use within the meaning of the Section 12(4) of the Copyright Act, as amended;
 - d) without any time restriction;
 - e) for the whole world (i.e. without any geographical restriction); and
 - f) under the condition that the Client is entitled not to use the License.
- 10.3 The Contractor hereby grants permission to the Client to change or modify the Software. The Contractor must provide to the Client all assistance necessary for the change or modification of Software. The Client is entitled to realize the changes or modifications alone, or with the assistance of third persons (contractors). The Client is entitled to combine Software with other drawings and designs, alone or with the assistance of third persons (contractors).



- 10.4 Under the License, the Client is not entitled to exploit Software commercially (i.e. distribute copies of Software to third persons for consideration).
- 10.5 The Client is entitled to grant the License in its full extent to any third party (sublicense).
- 10.6 The Client is entitled to transfer the License in its full extent to any third party and the Contractor hereby agrees to it. If the Client requests a written confirmation (consent) with a particular transfer of the License, the Contractor shall provide such confirmation (consent) within 2 weeks from the day, on which received the request from the Client.
- 10.7 The Contractor hereby represents and warrants to the Client that:
- a) the Contractor is entitled to use and enforce all author's rights to Software, in particular if Software was created by employees or by more than one author, and, therefore, the Contractor received all consents and permissions from authors and ensured that the Client may use the Software properly and without any disturbance;
 - b) all rewards to the authors of Software were provided by the Contractor;
 - c) the Contractor did not grant license to Software to any other person in the extent that could disturb the License of the Client; and
 - d) the Contractor is entitled to grant License to the Client in the extent specified in this Contract.
- 10.8 Parties exclude application of § 2370 and § 2378 of the Civil Code.

11. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

- 11.1 The Contractor represents and warrants to the Client that
- a) the Contractor has all the professional prerequisites necessary for the proper fulfilment of this Contract,
 - b) the Contractor is fully authorized to perform this Contract, and
 - c) there are no obstacles on the Contractor's side that would preclude him from the due performance of this Contract.

12. PENALTIES

- 12.1 If the Contractor breaches its duty to deliver the Software and carry out Related Activities within 1 year from the effectiveness of this Contract and such breach lasts for more than 1 month, the Contractor shall pay to the Client a contractual penalty in the amount of 0,05 % of the Price for every (even commenced) day of default (delay).
- 12.2 If the Contractor is in default with the removal of the defect, the Contractor shall pay to the Client a contractual penalty in the amount of 0,05% of the Price for every (even



commenced) day of default (delay). The first day of default is a day, on which Software would be defect-free, if the defect was removed (remedied) in time.

- 12.3 The Contractor shall pay contractual penalties within fifteen (15) days from the day, on which the Client informed the Contractor of the due amount. The payment of contractual penalties shall not affect the right of the Client to damages even to the extent to which such damages exceeds the contractual penalty.
- 12.4 Total amount of contractual penalties that the Buyer is entitled to claim shall not exceed 15 % of the Price.
- 12.5 The Client is entitled to unilaterally set off claims arising from the contractual penalties against the claim of the Contractor for the payment of the Price.
- 12.6 Parties exclude the section 2050 of the Civil Code.

13. RIGHT OF WITHDRAWAL

- 13.1 The Client is entitled to withdraw from this Contract without any penalties, if any of the following circumstances occur:
- a) the Contractor breaches at least three times any of its duties stipulated in Article 3 to this Contract (to avoid any doubts Parties clarify that such breaches may relate to different duties in Article 3);
 - b) the Contractor breaches this Contract in a substantial manner;
 - c) the Contractor breaches the deadlines stipulated in Article 4 of this Contract and such delay is longer than 2 weeks;
 - d) the expenses or the part of the expenses that will arise on the basis of this Contract will be found by the provider of the grant or other control body as ineligible;
 - e) the Client shall lose a grant for the realization of the Project;
 - f) the insolvency proceedings or winding up proceedings are initiated against the Contractor; or
 - g) the Client ascertains that the Contractor provided in its bid for the Public Procurement information or documents that do not correspond to the reality and that had or could have had impact on the result of the award procedure, which preceded the conclusion of this Contract.
- 13.2 The Contractor is entitled to withdraw from this Contract if the Client breaches this Contract in a substantial manner.

14. SPECIAL PROVISIONS

By signing this Contract, the Contractor becomes a person that must cooperate during the finance control within the meaning of section 2 letter e) of the act no. 320/2001 Coll., on



finance control in the public administration, and shall provide to the Directing Body of the Operational Programme Research, Development and Education or other control bodies access to all parts of the bid, Contract or other documents that are related to the legal relationship formed by this Contract. This duty also covers documents that are subject to the protection in accordance with other acts (business secrets, secret information, etc.) provided that control bodies fulfil requirements stipulated by relevant acts. The Contractor shall secure that all its subcontractors are also obliged to cooperate with control bodies in the above stipulated extent. The possibility of effective control must be preserved until the year 2026.

15. CONFIDENTIALITY

- 15.1 Parties shall not disclose information that shall become available to them in connection with this Contract and its performance and whose disclosure could harm the other Party. Duties of the Client ensuing from the applicable legal regulations remain unaffected.
- 15.2 The Client is entitled to consult the development or testing of Software or the proposed solutions with third parties that are professionals in this area or whose opinion, approval or permission is required or desirable (e.g. employees of State Office for Nuclear Safety). Such consultation shall not be considered as a breach of the duty of confidentiality.

16. REPRESENTATIVES OF THE PARTIES

- 16.1 The Contractor appoints following representatives for the communication with the Client:

In technical matters:

Name: Ing. Tomáš Forman

E-mail: tomáš.forman@nuvia.cz

Tel.: +420 568 409 811

In contractual matters:

Name: Bc. Aleš Dokulil

E-mail: ales.dokulil@nuvia.cz

Tel.: +420 568 409 811

- 16.2 The Client appoints following representatives for the communication with the Contractor:

In technical matters:

Jméno: Roman Truneček

E-mail: Roman.Trunecek@eli-beams.eu

Jméno: Veronika Olšovcová



E-mail: Veronika.Olsovcova@eli-beams.eu

17. FINAL PROVISIONS

- 17.1 This Contract is governed by the laws of the Czech Republic, especially by the Civil Code.
- 17.2 All disputes arising out of this Contract or out of legal relations connected with this Contract shall be preferable settled by a mutual negotiation. In case that the dispute is not settled within sixty (60) days, such dispute shall be decided by courts of the Czech Republic in the procedure initiated by one of the Parties.
- 17.3 The Contractor bears the risk of changed circumstances within the meaning of section 1765 of the Civil Code.
- 17.4 The Contractor takes into account that the Client is not in relation to this Contract an entrepreneur, nor the subject matter of this Contract is connected with the business activities of the Client.
- 17.5 The Contractor is not entitled to set off any of its claims or his debtor's claims against the Client's claims. The Contractor is not entitled to transfer its claims against the Client that arose on the basis or in connection with this Contract on third parties. The Contractor is not entitled to transfer rights and duties from this Contract or its part on third parties.
- 17.6 All changes, modifications and addenda to this Contract must be in writing.
- 17.7 If any of provisions of this Contract are invalid or ineffective, the Parties are bound to change this Contract in such a way that the invalid or ineffective provision is replaced by a new provision that is valid and effective and to the maximum possible extent correspond to the original invalid or ineffective provision.
- 17.8 If any Party breaches any duty under this Contract and knows or should have known about such breach, it shall notify it to the other Party and shall warn such Party of possible consequences of the breach.
- 17.9 This Contract is executed in four (4) counterparts and every Party shall receive two (2) counterparts.
- 17.10 An integral part of this Contract is Annex 1 (*Technical Specification*).
- 17.11 This Contract shall be valid and effective on the date of the signature of both Parties.



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education

MSMT
MINISTRY OF EDUCATION,
YOUTH AND SPORTS

IN WITNESS WHEREOF attach Parties their handwritten signatures:

Client

Signature: _____

Name: prof. Jan Řídký, DrSc.

Position: director

Date: 27.6.2016

Fyzikální ústav AV ČR
veřejná výzkumná instituce
182 21 Praha 8, Na Slovance 2
- 38 -

Contractor

Signature: _____

Name: Ing. Pavel Holčák

Position: Technical Director

Date: 18.5.2016

NUVIA a.s.
Modřínová 1094, 674 01 Třebíč
Czech Republic
DIČ: CZ25506331

POWER OF ATTORNEY

NUVIA a.s., with its registered office at Třebíč, Modřínová 1094, Postal Code 674 01, identification number 25506331, registered in the Commercial Register maintained by the Regional Court in Brno, Section B, Insertion 2461 (the "**Mandator**")
HEREBY APPOINTS :

Pavel Holčák,
National Identity Card number 206223320, residing at Okrajová 487, Stařeč, 675 22, Czech Republic, born on 9th of April 1973 in Třebíč, Czech Republic (the "**Attorney**"),

to represent the Mandator and to perform all the actions relating to the Mandator's public projects, including Public Contracts, in case that the value of the individual contract does not exceed 20 million Czech crowns, excluding VAT. The Attorney is in particular, but not exclusively, authorized to submit bids to public contracts, including signing of solemn declaration of the tenderer and contract drafts according to separate act regulating awarding of public contracts.

Further, the Attorney is authorized to represent the Mandator in negotiations, to submit quotations and technical offers, to compile and approve budgets, and to negotiate and sign contracts including subcontracts.

Furthermore, the Attorney is authorized to any action, whether expressly mentioned herein or not, which the Attorney seems to be desirable or necessary in relation to the actions mentioned above.

PLNÁ MOC

NUVIA a.s., se sídlem Třebíč, Modřínová 1094, PSČ 674 01, IČ 25506331, zapsané v obchodním rejstříku vedeném Krajským soudem v Brně, oddíl B, vložka 2461 (dále jen "**Zmocnitel**") TÍMTO UDEĽUJE PLNOU MOC :

Pavlu Holčákovi,
Číslo občanského průkazu 206223320, trvale bytem Okrajová 487, Stařeč, 675 22, Česká republika, narozen dne 9. dubna 1973 v Třebíči, Česká republika (dále jen "**Zmocněnec**"),

aby zmocnitele zastupoval a činil za něj veškeré úkony v souvislosti se zakázkami zmocnitele, včetně veřejných zakázek, pokud hodnota dané jednotlivé zakázky nepřesáhne 20 milionů korun českých bez DPH. Zmocněnec je zejména, nikoli však výlučně, oprávněn podávat nabídky na veřejné zakázky, včetně podepisování čestného prohlášení uchazeče a návrhu smluv podle zvláštního zákona upravujícího zadávání veřejných zakázek.

Zmocněnec je dále oprávněn zastupovat zmocnitele při obchodních jednáních, podávat cenové a technické nabídky, sestavovat a schvalovat rozpočty a vyjednávat a podepisovat smlouvy včetně subdodávek.

Zmocněnec je dále oprávněn za Zmocnitele činit jakákoli další jednání a úkony, ať již v této plné moci výslovně uvedené či nikoli, které bude Zmocněnec považovat v souvislosti s úkony výše za vhodné či potřebné.

The Attorney shall be entitled to grant a derivative power of attorney to another person. Zmocněnec je oprávněn udělit substituční plnou moc další osobě.

This Power of Attorney shall remain and continue in force until the December 31, 2017, unless earlier revoked, and shall be governed by and construed in accordance with the laws of the Czech Republic. Tato plná moc je udělena do 31. prosince 2017, pokud nebude vypovězena dříve, a řídí se právním řádem České Republiky.

This power of attorney is issued in English and Czech language. In case of any discrepancies, the Czech version shall prevail. Tato plná moc je udělena v anglickém a českém jazyce. V případě jakýchkoli jazykových nesrovnalostí je rozhodující verze česká.

In/V TRĚBÍČ on/dne 15-04-2016 2016

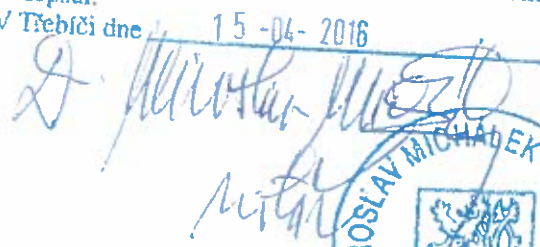


Martin Pazúr

Chairman of the Board/předseda představenstva
NUVIA a.s.



BEŽNÉ ČÍSLO OVĚROVACÍ KNIHY: 15-04-2016
Ověřuji, že MARTIN PAZÚR
MLV. 6.9.1971
bytem KONĚŠIN 76, OL. TRĚBÍČ
jehož totožnost byla prokázána platným úředním
průkazem, tuto listinu přede mnou vlastnoručně
podepsal.
V Trébíči dne 15-04-2016





Poř. č.: 67404-0016-0297
Ověřovací doložka pro vidimaci
Podle ověřovací knihy pošty: Trébíč 4

Tato úplná kopie, obsahující 2 stran souhlasí doslovně
s předloženou listinou, z níž byla porizena a tato listina je
prvopis, obsahující 2 stran.

Listina, z níž je vidimovaná listina porizena, neobsahuje
viditelný zajišťovací prvek, jenž je součástí obsahu právního
vznaku této listiny.


Podpis, Úřední razítko
Trébíč 4, dne 07.06.2016
Zejdová Jaroslava