

Contract to Provision Technical and Business Services

Parties:

Company: AK Enterprise
ID: 1630
Tax ID: 521325987728
registered office: 50/A Farazipara Road. Khuina -9100. Bangladesh
represented by: Md. Asadul Karim
registered in Bangladesh

(hereinafter as “**Provider**”)

and

Enterprise: LOM PRAHA s.p.
ID: 00000515
Tax ID: CZ00000515
registered office: Tiskařská 270/8, 108 00 Prague 10,
represented by: [REDACTED]
Registered in the Commercial Register at Prague Municipal Court, Section ALX, File 283

(hereinafter as “**Client**”)

Under §1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter as “Civil Code”), the parties hereby conclude this Contract to Provision Technical and Business Services (hereinafter as “Contract”). This Contract was concluded in connection with the preceding tender named “Provision of Technical and Business Services in the People’s Republic of Bangladesh(2021)”. This public contract was awarded in an open procedure under §56 of Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter as “Public Procurement Act”).

Preamble

The **Client** is: LOM PRAHA s.p., overhauling company of Mi series Helicopters

The **Provider** is: AK Enterprise

Furthermore, the provider is a legal person operating primarily in the field of foreign trade and advisory services and which has established in the People’s Republic of Bangladesh(hereinafter as “**territory**”) its own branch office at 8/2 New Eskaton, Gausnagor. Dhaka, People’s Republic of Bangladesh, which has its registered office at 50/A Farazipararoad, Kulna-9100, People’s Republic of Bangladesh.

The Client and the Provider have permission to trade in military material in accordance with the relevant legal provisions.

I. Subject of the Contract

1.1. The Provider commits to provide and secure the below-specified technical and business services (hereinafter as “services”), both directly and via its branches (offices) in the territory within the execution of the Client’s projects in the territory, primarily for the Directorate General Defence Purchase, Ministry of Defence of the People’s Republic of Bangladesh (hereinafter as “DGDP MoD”).

- Technical and business consultations for the Clients contracting negotiations in the territory for the purpose of concluding contracts with entities from the territory, in particular with the DGDP MoD;
- Intermediating negotiations with the DGDP MoD leading to the signature of contracts between the Client and the DGDP MoD;
- Professional assistance in the preparation of accompanying documents in the appropriate language version;
- Professional assistance and technical-business consultancy in the preparation and participation in tenders of the DGDP MoD;
- Technical-business consultancy for the Client’s contracting negotiations in the territory within the performance of contracts concluded by the Client with subjects from the territory;
- Technical-business consultancy and professional assistance in resolving any claims applied within contracts concluded by the Client with the DGDP MoD;
- Administrative assistance to the Client during receipt, and quantitative and qualitative control of materials and aggregates in the territory;
- Administrative assistance in the preparation of original documentation for goods and services in the appropriate language version (e.g. quality certificates, certificates of conformity, packing sheets, manuals, etc.);
- Technical-business consultancy and professional assistance during customs procedures for the Client’s activities within the territory;
- Local transport, accommodation reservations and language assistance in the territory for the Client’s staff.

II. Rights and obligations of the parties

2.1. Provider:

- shall define a person authorised by the Provider for negotiations within the terms hereof, and to resolve the Provider’s obligations under the conditions hereof;
- shall define a permanent employee of its branch in the territory for the needs of the performance hereof, and who will be available for consultation as needed by the Client;
- shall provide technical and business consultancy and consulting, including recommendations, which may increase the quality of services provided to the Client under the terms hereof;
- is not entitled to assign its obligations hereunder to any third parties on behalf of the Client, unless the parties agree otherwise, and the Client issues written authorisation to the Provider for such purpose. Above all, the Provider is not entitled to bind the Client in any way without its prior written consent;
- shall fulfil its commitments hereunder in a conscientious and flawless manner.

2.2. The customer:

- shall define a person authorised by the Client for negotiations within the terms hereof,

- and to resolve the Client's obligations under the conditions hereof;
- is authorised to verify the quality and scope of provided services at the site of service provisioning as defined herein via its representative, authorised persons, and other individuals authorised for negotiations under the terms hereof;
 - shall give the Provider the necessary cooperation during all activities implemented within then performance hereof via an authorised person or persons;
 - is authorised to file claims in writing for deficiencies in the work provided by the Provider and to request their immediate remedy by the Provider;
 - is obliged to pay the defined price for the services as specified herein in a full and timely manner and to honour all their commitments under the conditions hereof.

III. Price for the services and payment terms

- 3.1. The Client commits to pay the Provider considerations for the activities performed hereunder, if the Client shall conduct activities based on contracts concluded with the Directorate General Defence Purchase, Ministry of Defence of People's Republic of Bangladesh.
- 3.2. The price for the services ordered by the Client and delivered by the Provider shall not exceed ■ % from every payment completed based on a contract concluded with the DGDP MoD, less the Client's costs for transport, duties, and other fees related to performance of the contract concluded with the DGDP MoD; a reduced percentage rate may be agreed in writing on a case-by-case basis.
- 3.3. Prices are agreed in USD and excluding VAT. The Provider is authorised to issue an invoice for provided services after the related payments have been completed under the terms of the contract concluded with the DGDP MoD. Payment for the services ordered by the Client and provided by the Provider shall be completed based on an invoice issued by the Provider in accordance with invoicing regulations valid in the Czech Republic and with a payment term of 30 days from the invoice issue date.

IV. Penalties for failure to comply with contractual terms and conditions

- 4.1. If the Provider fails to perform any of its obligations under Article 1 herein, the Provider shall pay the Client a contractual fine of ■ % of the considerations excluding VAT for every demonstrable failure to comply with such obligations, or a minimum of USD ■ excluding VAT per day.
- 4.2. If the Client is in default with payment of any of the Provider's correctly issued invoices, the Provider may seek default interest from the Client totalling ■ % of the amount on the invoice, excluding VAT, with which the Client is in default.
- 4.3. The obliged party shall pay the contractual fine or default interest, per the above subsections herein, regardless of whether or to what extent any demonstrable damages have occurred for the second party. Any such damages will be recoverable separately, alongside the contractual fine or default interest. No compensation for damages shall be paid if the obliged party can prove that the breach in its obligations has been caused by

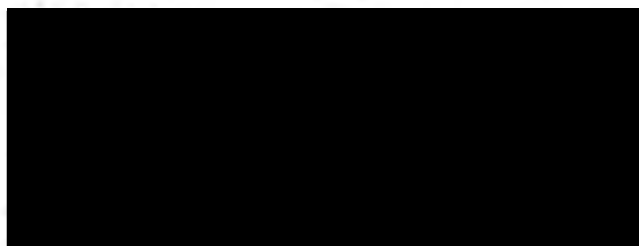
any circumstances which preclude their liability. Circumstances precluding liability for the purposes hereof are the impediments specified in §2913 (2) of the Civil Code.

- 4.4. The obliged party shall pay a contractual fine or default interest within 30 days of receipt of an invoice detailing such charges.

V. Final provisions

- 5.1. This Contract shall become valid on the date of signature by the last party and come into effect as of the date of its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of these Contracts, and the Register of Contracts (Act on the Register of Contracts), as amended. The Client shall arrange for publication of the Contract in the Register of Contracts. The aforementioned shall not apply if it is possible to claim an exemption from the Act on the Register of Contracts. In such a case, the Contract shall also take effect upon the signature of the last party.
- 5.2. The Contract is concluded for a term of 4 years from the effective date hereof.
- 5.3. The Client may terminate this Contract without disclosing a reason, whereby the notice period is 30 days.
- 5.4. The Provider's obligation to provide technical and business consultancy and professional assistance in resolving claims made under the Contract endures after the expiration hereof and for the duration of any provided warranties.
- 5.5. This Contract is governed by the laws of the Czech Republic.
- 5.6. The invalidity or unenforceability of any provisions hereof does not render the remaining provisions hereof as invalid or unenforceable. The parties will make every reasonable effort to replace the affected provisions with valid and enforceable provisions that best approximate the affected provisions in terms of their intent and purpose.
- 5.7. This Contract shall be drawn up in two original copies in Czech, and each of the parties shall retain one copy.
- 5.8. Both parties commit to cooperate over the duration of the valid term hereof in the implementation of the subject hereof. Towards such end, the parties shall designate authorised persons responsible for resolving and settling routine matters arising from the mutual cooperation of the parties under the terms hereof.

For the Provider:



For the Client:

parties or the customs maintained in general or in the sector concerning the subject herein, unless otherwise agreed herein.

5.10. In accordance with §89a of Act No. 99/1963 Coll., the Code of Administrative Procedure, as amended, the parties agree that the court with jurisdiction over any disputes arising here from or in connection herewith is the relevant court with respect to the Client's registered office. This shall be without prejudice to the substantive or exclusive jurisdiction of the court.

5.11. The parties declare that this Contract was not concluded under duress or otherwise clearly disadvantageous conditions, they understand its contents, and sign below as evidence of their agreement with the above text.


In Khulna, 3rd March' 2022

In Prague, dated

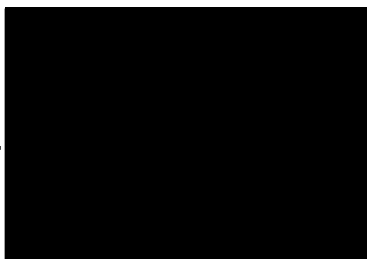
(For the Provider)

(For the Client)

A K ENTERPRISE
Director



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