



## FRAME CONTRACT ON THE PROVISION OF SERVICES

**NO. 22 14 Z 0XXX - 00**

(hereinafter “**Frame contract**”)

concluded by and between:

**NAFTA a.s.**

Residing at: Votrubova 1, 821 09 Bratislava, Slovak Republic

Company Registration Number: 36 286 192

Tax Identification Number: 2022146599

VAT Identification Number: SK2022146599

Bank: ING Bank N.V. a.s.

Account No.: 9000007553/7300

IBAN: SK77 7300 0000 0090 0000 7553

SWIFT: INGBSKBX

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

Represented by:

**Ing. Martin Bartošovič** – Procurist

**Ing. Ladislav Goryl** – Procurist

(hereinafter “**the Client**”)

and

**Name:**

Residing at:

Company Registration Number:

Tax Identification Number:

VAT Identification Number:

Bank:

Account No.:

IBAN:

SWIFT:

Registered in:

Represented by:

(hereinafter “**the Provider**”)

(hereinafter collectively referred to as “**the Parties**” or separately as “**the Party**”)

### 1. SUBJECT OF THE FRAME CONTRACT

#### 1.1 Subject and Purpose of the Frame Contract

The subject and purpose of this Frame Contract is to determinate the rights and duties of the Parties applicable to the service contracts which will be concluded by Parties on request of the Client in writing or in the form of written confirmation of the Client’s orders, according to section 1.3 (each of such contracts, hereinafter “**the Service Contract**”). The provisions of this Frame Contract shall apply to the Service Contract unless the Service Contract provides for specific rights and duties otherwise.

## 1.2 Type of the provided Services

Under the terms of this Frame Contract and the Service Contract, the Provider shall be obliged to perform and the Client shall be obliged to take over from the Provider the following services: **directional drilling services** (hereinafter „**the Services**“ or individually „**the Service**“). A more detailed specification of the Services shall be determined in Attachment A of this Frame Contract and shall be further specified in by Client in the Order according to section 1.3.

## 1.3 Orders and Confirmations of orders

Unless the Service Contract is in the form of particular contract concluded by the Contractual Parties in written, the following shall be deemed as the Service Contract determining mutual rights and obligations:

- (a) order sent by the Client to the Provider (hereinafter „**the Order**“), containing especially the following:
- (i) corporate name, registered office, Company Registration Number, Tax Registration Number of both Contractual Parties as well as the information on their registration at the Companies Register or a similar register;
  - (ii) type and amount of required Services
  - (iii) place of the Services provision;
  - (iv) time of the Services provision;
  - (v) total price of the Order excluding VAT;
  - (vi) number and date of making the Order;
  - (vii) maturity of invoice according to section 4.2 and
- (b) confirmation of the Order sent by the Provider to the Client (hereinafter „the Confirmation“), containing mainly the following:
- (i) corporate name, registered office, Company Registration Number, Tax Registration Number of both Contractual Parties as well as the information on their registration at the Companies Register or a similar register;
  - (ii) number of the Order;
  - (iii) type of the required Services;
  - (iv) declaration on unconditional acceptance of the Order and
  - (v) date of making the Confirmation.
  - (vi) the value of the equipment sunk into the hole.

Unless the Order specifies otherwise, the Provider shall be entitled to accept the Order within 30 days of the date such Order is sent to the Provider by the Client. Until such time as the Client receives Confirmation, the Client may cancel or change the Order during the thirty-day time limit.

## 1.4 Means of Delivering Orders and Confirmations

Order and Confirmation shall be delivered to the other Party:

- (a) by means of a letter, facsimile or an e-mail sent to the address of the opposite party or
- (b) verbally and confirm within three working days by making the Order or the Confirmation in writing and by sending those to the address of the other party by letter, facsimile or an e-mail.

Should the Order and the Confirmation be made in the form of a letter, it must be undersigned by the executive employee

of the relevant Contractual Party.

## **2. TIME OF THE SERVICE PROVISIONING**

### **2.1 Time of the Service provisioning**

The Provider shall be obliged to provide the Services to the Client within the period of time stated in the Service Contract. The Client shall be bound to provide the Provider with cooperation necessary for the Services provisioning under the conditions stipulated in the Frame Contract herein.

Acceptance of the Services shall be drafted in the form of minutes signed by both Contractual Parties.

### **2.2. Commencement of Service**

The Provider shall start the provisioning of the Service on the date notified by the Client. Such notice shall be delivered to the Provider at least two (2) days before the date specified.

### **2.3 Provider penalty for delay with provision of Services**

Should the Provider fail to perform the Services within the period of time stated in the Service Contract, upon receipt of a written request from the Client, the Provider shall be obliged to pay the Client Contractual penalty forthwith in the amount of 0.03% of the Price for each day of delay. The maximum amount of the Contractual penalty for delay with the provision of the Services imposed by the Client on the Provider shall not exceed 10% of the value of the services. This penalty shall be payable 60 days following the day of the receipt of a written request from the Client by the Provider.

### **2.4 Notice of delay with provision of Services**

Should there be a risk that the Provider shall not perform the Services within the period of time stated in the Service Contract, the Provider shall inform Client of this fact upon learning of such circumstances without undue delay. This notification shall contain the reasons for the delay with the Services and the estimated date of performance thereof. Client's entitlements specified in paragraph 2.3 shall not be affected by this provision.

## **3. PRICE FOR THE SERVICES**

### **3.1 Price for the Services**

The Client shall be bound to pay for the Services the price determined in the Service Contract and adjusted according to actual performance of the Provider as it is stated hereunder, while the Parties shall exert the best possible effort in order to agree on the price in good faith (hereinafter "**the Price**").

### **3.2 Content of the Price**

The Price includes all costs related to fulfilment of Provider's obligations, esp. the costs of provisioning of the Services and performance of the Provider.

### **3.3 Price List of the Provider**

Provider's performance unit prices stated in the price list, which forms the Attachment A of this Frame Contract, shall be used in order to calculate the total price of the Service Contract.

### **3.4 VAT**

Value added tax (hereinafter „VAT“) shall be invoiced to the Price according to the valid legal regulations.

## **4. TERMS OF PAYMENT**

### **4.1 Invoice**

Payment of the Price shall be effected based on the billing by the Provider. The invoice shall contain legal requirements as to

invoices and requirements of the Frame Contract herein. An invoice template forms Attachment B of this Frame Contract. Payments shall be effected in full amount, in Euros (EUR) and that on the maturity day of the invoice at the latest. Should the invoice fail to contain the requirements of law regulations and this Frame Contract, the Client shall be entitled to send the invoice back to the Provider without payment within 15 days after receipt. In such case, the period of invoice maturity shall cease to lapse and it shall start on the day of delivering a corrected (new) invoice meeting the requirements of generally binding legal regulations and this Frame Contract.

#### **4.2 Maturity of Invoice**

The invoice shall be payable within 30 days from its receipt by the Client. The day of withdrawing the outstanding amount from the account of the Client shall be considered as the day of performing financial liability of the Client. Should the Provider change the account number stated on the invoice during the effect of the Frame Contract and fail to deliver a notification on that matter of fact in writing to the Client at least 14 working days prior to the maturity of the invoice, the day performing the financial liability of the Client shall be the day of withdrawing the outstanding amount from the account of the Client regardless if the financial means was credited to the account of the Provider or not. Should the maturity date of the invoice fall on a holiday, the invoice shall be payable on the very next working day. Should the Client be in delay with payment of the invoice, the Provider shall be entitled to ask from the Client to pay an interest of late payment amounting to 0.02 % of the outstanding amount for each day of the delay.

#### **4.3 Provisions on tax obligations**

If Client is obliged pursuant to the treaty between the Slovak Republic and Federal republic of Germany on avoidance of double taxation in the area of tax income and asset income or the Act No. 595/2003 Col. valid in Slovak republic on income tax to levy a withholding tax, it shall do so without undue delay. In case of the execution of withholding tax within the Slovak Republic the confirmation of the tax payment of the given tax in the Slovak Republic shall be sent to the Provider from the tax office.

Provider shall be liable and shall not draw any claims against the Client regarding the calculation, reporting and income-tax returns and payment of all tax liabilities of Provider including the income tax, VAT, excise tax and other taxes, levies and duties or the respective fines, penalties or interests), incurred on the basis of this Frame Contract and/or Service Contract to Client under any jurisdiction within the Slovak Republic or outside and the Provider shall bear the sole liability for such claims.

The Provider undertakes to submit to the Client a Tax residence of the Provider within the period of 10 days following the conclusion of this Frame Contract.

### **5. LABOUR, WARRANTY, EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES**

5.1 When notified by Client by written work order, of the requirement for Services Provider shall commence furnishing same at the agreed upon time, and continue such operations diligently and without delay, in strict conformity with the specifications and requirements contained herein and such work orders.

5.2 Provider shall not employ in any work for Client any employee whose employment violates any labour, employment or other applicable laws. Provider shall not employ in any work for Client any employee who is a minor.

5.3 All Services rendered or performed by Provider shall be done with due diligence in a good and workmanlike manner, using skilled, competent and experienced workmen and supervisors, and in accordance with relevant legal and technical standards and good oilfield servicing practices.

(a) Notwithstanding anything to the contrary contained herein, the terms of this paragraph apply to any Services. Provider uses its best efforts to ensure that all service personnel furnished are competent. Provider personnel will attempt to perform the Services requested; however, because of the nature of the work to be accomplished and unpredictable underground conditions, the results of such Services cannot be and are not guaranteed. Provider

warrants the quality of the Services provided hereunder for a period of thirty (30) days from completion of the Services. No warranty is given with respect to the results of the Services provided by Provider.

(b) Provider shall have no responsibility for any materials furnished by Client.

5.4 Provider agrees to maintain its equipment in good operating condition at all times and shall assist Client to control and prevent fires and blowouts, protect the hole, and protect Client's equipment.

5.5 Within the framework of the execution of the Services requested by Client the Provider is not compelled to guarantee the accuracy of the obtained results. They indeed derive from data obtained directly or indirectly from Client and/or indirect measurements made under circumstances possibly influenced by phenomena beyond the Provider's control. Anyway, every study, interpretation or recommendations given are only views founded on hypotheses and deductions resulting from measuring and experimental results. These hypotheses and deductions are not infallible and the views of other professionals may differ. Therefore, the Provider is not able to assure or to guarantee the exactness, accuracy and completeness of these interpretations.

5.6 While providing Products or Services to Client, Provider may develop additional expertise, know-how, ideas, inventions and other intellectual property which are Provider's exclusive property and which Provider may freely utilize in providing Services for its other customers. Except where expressly and specifically indicated in writing in a separate development agreement, and in exchange for appropriate payment, Provider does not develop any intellectual property (including copyrights, patents, know-how, and expertise) for ownership by Client in relation to the services under this Frame Contract, and Provider retains sole ownership of any such items created during the course of providing Products and/or Services hereunder.

## 6. INSURANCE

### 6.1 Documents

Upon written request, each Contractual Party shall furnish to the other party certificates of insurance evidencing the fact that adequate insurance to support each Contractual Party's obligations hereunder has been secured.

### 6.2 Lost in the Hole Coverage

Unless otherwise specified in this Frame Contract or in the Service Contract, the Client shall be responsible for any lost in hole coverage and the respective insurance. In case that lost-in-hole coverage applies, Provider shall provide Client with relevant documentation, (e.g. account excerpts and the documentation proving the year of manufacture, terms of general repairs and the extent of replacements), enabling to confirm the calculation of value of the equipment that was lost in hole.

Notwithstanding anything contained in this Frame Contract to the contrary, should any of Provider's or its subcontractors instruments, equipment or Tools ("**Equipment**") become lost or damaged below the rotary table or in the well bore, except as a result of gross negligence or wilful misconduct of the Provider, Client agrees to defend, indemnify and hold Provider harmless from the loss of or damage to Provider's tools or equipment occurring in the hole, or in the drill string below the level of the rotary table. It is understood that Client shall make every effort to recover the lost or damaged Equipment. A reasonable fishing attempt has to be undertaken to reach and recover the Equipment, exclusive of attempts to recover cable. Client shall assume the entire responsibility for such fishing operations in the recovery or attempted recovery of all such Equipment. None of Provider's employees are authorized to do anything whatsoever, nor shall any of Provider's employees be required by Client to do anything, other than consult in an advisory capacity with client in connection with such fishing operations.

Should Client fail to recover such Equipment lost below the rotary table or in the well bore, or damaged during recovery, Client shall reimburse Provider the replacement value of such lost Equipment or for the cost of repairing any Equipment

so damaged.

Further all risks associated with loss of or damage to any property of Provider while in the custody and control of Client or its other providers (including, without limitation, any items on consignment), or during transportation arranged by or controlled by Client, shall be borne by Client. However, the transportation arranged by or controlled by Client does not cover the loading of the Equipment at the premises or storage facilities of Provider.

## **7. INDEMNITY OBLIGATIONS**

### **7.1 Definitions.**

The following terms shall have the designated definitions.

- (a) Client Group includes, individually or in any combination, Client, its affiliates, contractors (other than Provider) and entities for whom Client is performing services, and each of their respective directors, officers, agents, representatives, employees and invitees and subcontractors of any tier.
- (b) Provider Group includes, individually or in any combination, Provider, and its affiliates and contractors, and each of their respective directors, officers, agents, representatives, employees and invitees.
- (c) Defend – the obligation of the indemnitor to defend the indemnitees at its sole expense. Notwithstanding the aforesaid, the indemnitee shall be entitled to participate in its defence at its sole cost.
- (d) Losses – claims, demands, causes of action, losses, judgments, liabilities, indemnity obligations, costs, damages or expenses of any kind and character (excluding attorney’s fees, court costs, expert witness fees and any other cost of defence or other legal expenses).

### **7.2 Provider**

Provider shall release, defend, indemnify, and hold harmless Client Group from and against any and all Losses arising out of bodily injury or death or property damage or loss (including patent or license infringement resulting from the use of the Provider Group’s property) suffered by any of the Provider Group in connection with this Frame Contract, regardless of how caused, whether by the sole, joint or concurrent negligence (in any amount), strict liability or other fault of any of Client Group or a preexisting condition.

### **7.3 Client**

Client shall release, defend, indemnify, and hold harmless Provider Group from and against all Losses arising out of bodily injury or death or property damage or loss (including patent or license infringement resulting from the use of the Client Group’s property) suffered by any of the Client Group in connection with this Frame Contract, regardless of how caused, whether by the sole, joint or concurrent negligence (in any amount), strict liability or other fault of any of Provider Group or a preexisting condition.

### **7.4 Insurance Support/Limitation.**

The mutual indemnity obligations in Sections 7.2 and 7.3 above shall be supported by insurance provided by the Parties.

### **7.5 Specific Events**

Notwithstanding anything to the contrary contained herein, Client hereby agrees to assume the entire responsibility and liability for, and agrees to release, defend, indemnify and hold Provider harmless from and against all claims, liabilities, damages and losses for and arising out of the following specified types of claims, losses or events:

- (a) Loss or liability for damages or an expense arising from property injury that results from loss or damage to any well, reservoir or underground damage, including loss of oil, gas, other mineral substance, or water or the wellbore itself; or
- (b) Loss or liability for damages or any expense arising from cost of control of wild well and the removal of debris, underground or above the surface.

This obligation under 7.5 to indemnify, defend and release applies regardless of whether or not the claim or loss is occasioned by or results from the actual or alleged negligence of Provider or any other person, or entity, in whole or in part, whether sole, joint, active or passive, except to the extent the claim or loss is due to Provider’s sole negligence, gross negligence or wilful misconduct.

### **7.6. Pollution**

Provider shall assume all responsibility for and shall protect, indemnify and save harmless Client from and against all losses, costs, charges, liabilities and damages resulting from claims, demands and causes of action of every kind and character relating to pollution or contamination which originates from Providers equipment above the surface from the negligence, improper care or disposition by Provider. Client shall assume all responsibility for and shall protect, indemnify and save harmless Provider from and against all losses, costs, charges, liabilities and damages resulting from claims, demands, and causes of action of every kind and character relating to pollution or contamination, other than that described in the preceding sentence, which originates from the subsurface, including but not limited to pollution resulting from fire, blowout, cratering, seepage or any other uncontrolled flow of oil, gas, water or other substance.

#### **7.7 Indirect or Consequential Damages and Consequential loss.**

The Parties hereto waive and release all claims against the other party for indirect, special, punitive or consequential damages arising out of this Frame Contract, regardless of whether caused or contributed to by the sole, joint or concurrent negligence (in any amount), strict liability or other fault of the other party or a preexisting condition. As used herein, "indirect or consequential damages" shall include, but not be limited to, cost of re-drilling the well, loss of revenue, profit or use of capital, production delays, loss of product, reservoir loss or damage, losses resulting from failure to meet other contractual commitments or deadlines and downtime of facilities or vessels.

For the purposes of this Frame Contract the expression Consequential loss shall mean:

- (i) Consequential, indirect loss or punitive damages under English law; and
- (ii) Loss or deferral of production, loss of product, loss of revenue, facility downtime, loss of profit or anticipated profit (if any), loss of data, loss of or inability to use property and equipment, loss of commercial activity, loss of goodwill, loss of opportunity, loss of reputation or business interruption, failure to meet other contractual commitments or deadlines or downtime of vessels, howsoever same may be caused and whether or not any of the foregoing are direct, consequential or indirect losses and whether or not foreseeable at the date of this Frame Contract.

Notwithstanding any provision to the contrary elsewhere in the Frame Contract and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the Frame Contract, the Client shall save, indemnify and hold the Provider Group harmless from the Client Group's own Consequential loss and the Provider shall save, indemnify and hold the Client Group harmless from the Provider Group's own Consequential loss, arising from, relating to or in connection with the performance of, or failure to perform, the Frame Contract.

#### **7.8 No Limit.**

Except as otherwise provided herein, the foregoing indemnity obligations shall not be limited to the amount of insurance of the Parties.

#### **7.9 Extensions**

The provisions of this Section shall extend to and be enforceable by and for the benefit of Provider Group and Client Group.

#### **7.10 Radioactivity**

Notwithstanding any other provisions of the Frame Contract, Client will defend, indemnify and hold harmless the Provider Group from and against all claims, losses, liability, or causes of action arising out of or in connection with radioactive materials associated with the Provider Group's performance of the Frame Contract including any pollution, containment, retrieval, abandonment and clean up.

Client shall bear the sole risk, cost and responsibility for any radioactive material, source, or tool lodged in a well or otherwise damaged or lost and shall use its best endeavours to recover the material, source or tool. Client shall comply with all laws, rules and regulations of any authority having jurisdiction over radioactive sources/materials and keep Provider full advised of recovery and/or abandonment efforts.

### **8. OTHER PROVISIONS**

#### **8.1 Assignment of Contract**

Neither Contractual Party may assign all or any part of its rights or obligations under this Frame Contract or Service Contract without the written consent of the other Contractual Party, except to the extent that such assignment is to each party's parent or any of its affiliates or subsidiaries. All rights and/or obligations contained in this Frame Contract shall



inure to the benefit of and be binding upon the assignor and its respective permitted successors and assigns.

## **8.2 Severability of the Provisions**

Every provision of the Frame Contract herein shall be interpreted in a way as to be effective and valid under the legal regulations in force.

Should any of the provisions herein fail to be executable, valid or effective under the legal regulations in force, such a case shall not affect other provisions of the Frame Contract. In case of the failure to be executed, valid or effective, the Contractual Parties shall negotiate in good faith in order to agree on the changes in or amendments to the Frame Contract necessary for implementing the objectives of the Frame Contract and replacing the not-executable or invalid provisions.

## **8.3 Confidential Information**

Information contained in the Frame Contract herein, information exchanged between the Contractual Parties in connection with this Frame Contract or in connection with the negotiation on the conclusion of the same, as well as all the information forming a business secret of one of the Contractual Parties shall be considered strictly confidential and none of the Contractual Parties may disclose or in any other way render the information to third person nor use it in conflict with the purpose of the same for personal use without a prior written consent of the other Contractual Party.

However, nothing hereinabove contained shall deprive the receiving Contractual Party of the right to use or disclose any information which: (a) is, at the time of receipt, or becomes at the later date, known to the trade or the public through no fault of the receiving party and then only after said date; or (b) is possessed by the receiving party before receipt thereof from the disclosing party, developed by the receiving party independently of the confidential information, as evidenced by the receiving party's written records, or disclosed to the receiving party in good faith by the third party with an independent right to such information; or (c) required to be disclosed by the receiving party pursuant to an order of the court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the receiving party uses its best efforts to provide timely notice to the disclosing party of such order to permit the disclosing party an opportunity to contest such order.

## **8.4 Returning of Documents and Materials**

The Provider shall be obliged to return to the Client any documents or Materials provided to the same by the Client in relation to this Frame Contract or Service Contract, and that immediately after: (a) performance of the Services by the Provider within the Frame Contract herein or Service Contract (b) withdrawal from this Frame Contract or Service Contract or any termination of validity or effect of this Frame Contract or Service Contract, or (c) upon the request of the Client.

## **8.5 Changes and Amendments**

This Frame Contract may be changed only by mutual agreement of the Contractual Parties in writing.

## **8.6 Notifications**

All notifications under this Frame Contract or Service Contract shall be delivered in writing, namely by registered mail, express dispatching service, facsimile or e-mail, and shall be considered as properly delivered upon the delivery to the relevant Contractual Party; in case of notifications by facsimile or e-mail upon the confirmation of a successful transmission to the recipient, and that to the addresses stated by the Parties in the header of the Frame Contract.

## **8.7 Headings**

Headings of individual sections of the Frame Contract shall have merely an informative character. They are not a part of this Frame Contract nor influence the interpretation of the same.

## **8.8 Effectiveness**

This Frame Contract shall enter into force and effect on the day of its signing by the Contractual Parties. This Frame Contract shall be made for a defined period of time, i.e. to 31.12.2017.



### **8.9 Legal Regulations and Disputes**

This Frame Contract has been made in compliance with the relevant provisions of the Commercial Code and other generally binding legal regulations in force in the Slovak republic.

The validity, construction, enforcement and interpretation of this Frame Contract or Service Contract shall be governed and controlled by the substantive laws of Slovak Republic excluding any of its conflicts laws or choice of law principles.

The Parties have agreed that all disputes arising from the Frame Contract or in connection with the Frame Contract or Service Contract shall be at the first place resolved by mutual agreement of the Parties.

If no agreement is reached, disputes shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators. The place of arbitration shall be Vienna. The language of the arbitration shall be English.

### **8.10 Copies**

This Frame Contract has been made in 2 copies in English language and each of the Contractual Parties shall get two copies of them.

### **8.11**

Provider hereby advises Client of its policy against participating in transactions involving any of the following countries, or with any entity known to be organized in, or owned or controlled by a national of, these countries: Cuba, Iran, Sudan, North Korea or Syria. Any requirement by Client for Provider to provide assistance to any entity that is organized in, or owned or controlled by a national of, these countries, or Client's assignment to an entity that is organized in, or owned or controlled by a national of, these countries, will constitute grounds for Provider's termination of this Contract for cause and Provider will not be in breach or default.

Notwithstanding any other provision of this Contract, neither Client nor Provider shall take or be required to take or refrain from taking any action prohibited or penalized under the laws of the United States or any applicable foreign jurisdiction, including without limitation U.S. antiboycott laws administered by BIS and the U.S. Treasury Department's Internal Revenue Service.

Client further represents that it shall not make, offer, or promise to make any payment or transfer anything of value, directly or indirectly, (i) to any governmental official or employee (including employees of government owned and government controlled corporations, agencies or bodies); (ii) any official or employee of a public international organization; (iii) to any political party, official of a political party or candidate, or (iv) to any third party knowing, or suspecting, that such third party will give the payment, or a portion of it, to any of the foregoing.

Client's breach of this provision shall constitute cause for immediate termination of this Contract. Client agrees to indemnify and hold harmless Provider and its affiliates for Client's non-compliance with applicable law. This provision shall survive termination or cancellation of this Contract.

Client hereby agrees that the Contract is subject to all applicable export control, economic sanctions laws, regulations and orders. Client shall not, directly or indirectly, sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise dispose of any Provider product, material, services, software including source code, or technology to or via any person, entity, or destination, or for any activity or end-use restricted by any applicable laws or regulations (including those applicable to nuclear, missile, chemical, or biological weapons proliferation, military, or money laundering activities) without first obtaining all required government authorizations.

### **8.12 Termination**

Either Party may at its sole discretion terminate this Frame Contract at any time by giving not less than ninety (90) days prior written notice to the other Party. The written termination notice shall contain the date of the termination becoming effective and shall be delivered to the other Party 90 days prior to that date at the latest. The ninety days' notice period

shall start on the day of receipt of the termination notice by the other Party. Termination shall not affect any existing Service Contract and the terms and conditions of this Frame Contract shall continue to govern all Service Contracts accepted and in existence prior to the date of termination of this Frame Contract.

### **8.13 Attachments**

The following Attachments shall be considered an integral part of this Frame Contract:

Attachment „A“ – Price list and the specification of the Services

Attachment „B“ – Specimen of the invoice

In Bratislava, on:

In , on:

The Client:

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**Ing. Martin Bartošovič** – Procurist

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**Ing. Ladislav Goryl** – Procurist

The Provider:

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