

Výzva na predkladanie ponúk

(Prieskum trhu)

v rámci realizácie procesu zadávania zákazky, ktorej verejný obstarávateľ poskytne viac ako 50% alebo 50% a menej finančných prostriedkov na dodanie tovaru, uskutočnenie stavebných prác a poskytnutie služieb z NFP podľa aktuálne platnej Jednotnej príručky pre žiadateľov / prijímateľov k procesu a kontrole verejného obstarávania / obstarávania (verzia 2), účinnej od 31. marca 2022 (ďalej v texte výzvy na predkladanie ponúk budeme uvádzať len ako „príručka“ v príslušnom gramatickom tvare)

Predmet zákazky:

“Zmluvný výskum a vývoj 550mm batériových článkov“

InoBat Auto j.s.a.
Marián Boček,
predseda predstavenstva

InoBat Auto j.s.a.
Vazil Hudák,
člen predstavenstva

V Banskej Bystrici, dňa 24.05.2023

1. IDENTIFIKÁCIA ZADÁVATEĽA

Názov zadávateľa: InoBat Auto j.s.a.

IČO: 52 648 192

Sídlo zadávateľa: Dolná 5, 974 01 Banská Bystrica

Kontaktné údaje zadávateľa:

Kontaktná adresa: InoBat Auto j.s.a., Mostová 6, 811 02 Bratislava - Staré Mesto

Krajina: Slovenská republika

Kontaktná osoba: Jakub Šimkovič

Telefón: +421 911 047 927

E-mail: jakub.simkovic@inobat.eu

Webová stránka: www.inobatauto.eu

2. PREDMET ZÁKAZKY

2.1 Názov predmetu zákazky:

“Zmluvný výskum a vývoj 550mm batériových článkov“

2.2 Nomenklatúra

Spoločný slovník obstarávania (CPV)

Hlavný predmet:

73100000-3 Výskum a experimentálny vývoj

2.3 Stručný opis predmetu zákazky

Predmetom zákazky je zakontrahovanie zmluvného výskumu, experimentálneho vývoja a testovania batériových článkov. Ide o výskum a vývoj vyvinutej technológie, resp. chémie, ktorá bola ako najvhodnejšia potvrdená v predchádzajúcom výskume, a ďalších chémií. Cieľom tohto výskumu je overiť a škálovať súčasnú fázu vyskúmanej chémie do použiteľných článkov o veľkosti 550mm, čo je článok vhodný pre použitie v automotive priemysle.

2.4 Predpokladaná hodnota zákazky:

Neurčuje sa.

2.5 Platobné podmienky:

Platobné podmienky sú uvedené v zmluve, ktorá sa nachádza v Prílohe č. 3 a je neoddeliteľnou súčasťou tejto výzvy.

3. ROZDELENIE PREDMETU ZÁKAZKY

3.1 Predmet zákazky nie je rozdelený na časti.

3.2 Odôvodnenie nerozdelenia predmetu zákazky na časti:

Predmetom zákazky je dodávka komplexného vývoja v rámci viacerých ciest, priebežne upravovaných počas samotného výskumu. Tieto nie je možné obstarávať z technických dôvodov samostatne, nakoľko sú technologicky previazané. Rozsah predmetu zákazky je štandardným rozsahom, ktorý komplexne poskytujú relevantní dodávateľia na trhu.

3.3 Zaujemca musí predložiť ponuku na celý požadovaný rozsah predmetu zákazky. Predložením ponuky sa stáva zo záujemcu uchádzač.

4. VARIANTNÉ RIEŠENIE

4.1 Neumožňuje sa predložiť variantné riešenie.

4.2 Ak súčasťou ponuky bude aj variantné riešenie, variantné riešenie nebude zaradené do vyhodnotenia a bude sa naň hľadieť akoby nebolo predložené.

5. MIESTO A TERMÍN DODÁVKY PREDMETU ZÁKAZKY

5.1 Miesto dodávky predmetu zákazky:

Miesto výskumných laboratórií uchádzača kdekoľvek na svete.

5.2 Termín dodávky predmetu zákazky:

Do 31 mesiacov odo dňa podpisu zmluvy.

6. ZDROJ FINANČNÝCH PROSTRIEDKOV

Predmet zákazky bude financovaný zo zdrojov z fondov Európskej únie a z vlastných zdrojov zadávateľa. Operačný program: Integrovaná infraštruktúra. Kód výzvy: OPII-MH/DP/2021/9.5-34

7. DRUH ZÁKAZKY A TYP ZMLUVY

7.1 Zákazka na dodanie služieb.

7.2 Zadávateľ uzavrie s úspešným uchádzačom predmetného zadávania zákazky zmluvu podľa Prílohy č. 3, ktorá je neoddeliteľnou súčasťou tejto výzvy na predkladanie ponúk.

8. LEHOTA VIAZANOSTI PONUKY

Ponuka predložená je viazaná do: 30.06.2023

9. OBHLIADKA MIESTA DODÁVKY PREDMETU ZÁKAZKY

Nie je potrebná, nakoľko sa dodávka zmluvného výskumu dodá v kapacitách dodávateľa.

10. NÁKLADY A VÝDAVKY NA VYPRACOVANIE A PREDLOŽENIE PONUKY

10.1 Všetky náklady a výdavky spojené s prípravou a predložením ponuky znáša záujemca bez finančného nároku voči zadávateľovi.

10.2 Ponuky doručené na adresu zadávateľa v lehote na predkladanie ponúk sa uchádzačom nevracajú. Zostávajú ako súčasť dokumentácie predmetného zadávania zákazky.

11. MIESTO, SPÔSOB A LEHOTA NA PREDKLADANIE PONUKY

11.1 Ponuku je potrebné doručiť na adresu: jakub.simkovic@inobat.eu.

11.2 V predmete ponuky odporúčame uviesť: “ Zmluvný výskum a vývoj 550mm batériových článkov“

11.3 Lehota na predkladanie ponúk je stanovená **do 01.06.2023 do 12.00 hod.**

Ponuky predložené po stanovenej lehote na predkladanie ponúk nebudú akceptované.

12. OTVÁRANIE, HODNOTENIE A VYHODNOTENIE PONÚK

Zadávateľ bude otvárať a hodnotiť tie ponuky, ktoré doručia uchádzači v lehote na predkladanie ponúk a spôsobom určeným v bode 11 tejto výzvy na predkladanie ponúk. Otváranie a hodnotenie ponúk bude neverejné.

Ak bude predložená viac ako jedna ponuka, zadávateľ vyhodnocuje splnenie požiadaviek na predmet zákazky a splnenie podmienok účasti po vyhodnotení ponúk na základe kritériá na vyhodnotenie ponúk

(najnižšia cena v EUR bez DPH), a to iba v prípade uchádzača, ktorý sa umiestnil na prvom mieste v poradí (t.j. požiadavky na predmet zákazky a podmienky účasti bude zadávateľ hodnotiť len u uchádzača, ktorý predloží najnižšiu cenovú ponuku). Zadávateľ požiada uchádzača o vysvetlenie alebo doplnenie dokladov predložených v ponuke, ak z predložených dokladov nemožno posúdiť ich platnosť, splnenie podmienky účasti alebo splnenie požiadavky na predmet zákazky. Ak uchádzač v lehote určenej zadávateľom nedoručí vysvetlenie alebo doplnenie predložených dokladov, alebo ak aj napriek predloženému vysvetleniu ponuky podľa záverov zadávateľa nespĺňa podmienky účasti alebo požiadavky na predmet zákazky, zadávateľ ponuku tohto uchádzača vylúči a vyhodnocuje splnenie podmienok účasti a požiadaviek na predmet zákazky u ďalšieho uchádzača v poradí, (t.j. u uchádzača, ktorý predloží druhú najnižšiu ponuku a tak ďalej).

Po vyhodnotení ponúk v zmysle vyššie uvedeného, zadávateľ oznámi všetkým uchádzačom, ktorých ponuky sa vyhodnocovali, výsledok vyhodnotenia ponúk. Úspešnému uchádzačovi zadávateľ oznámi, že jeho ponuka bola vyhodnotená ako úspešná, zadávateľ ju prijíma a zároveň bude uchádzač vyzvaný na riadnu súčinnosť potrebnú na uzavretie zmluvy (úspešný uchádzač je povinný doručiť podpísanú zmluvu podľa inštrukcií uvedených vo výzve na riadnu súčinnosť potrebnú na uzatvorenie zmluvy do 10-tich pracovných dní od doručenia tejto výzvy úspešnému uchádzačovi). Neúspešným uchádzačom, zadávateľ oznámi, že neuspeli.

13. SPÔSOB URČENIA CENY – CENOVEJ PONUKY

13.1 Cena za predmet zákazky musí byť stanovená v súlade so zákonom o cenách v znení neskorších predpisov a vyhlášok (v súlade s aktuálne platnou legislatívou).

13.2 Cena za predmet zákazky musí byť vyjadrená ako cena za kompletne plnenie predmetu zákazky. Cena, ktorú uchádzač v ponuke uvedie, sa za takú považovať aj bude.

13.3 Záujemca naceňuje kalkuláciu ceny podľa Prílohy č. 2 - Kalkulácia ceny, ktorá je neoddeliteľnou súčasťou tejto výzvy na predkladanie ponúk. Cena, ktorú uvedie uchádzač vo svojej ponuke, musí zodpovedať cenám obvyklým v danom mieste a čase. Cena môže obsahovať maximálne dve desatinné miesta.

14. KRITÉRIUM NA VYHODNOTENIE PONÚK

Jediným kritériom na vyhodnotenie ponúk je najnižšia cena v EUR bez DPH za kompletne plnenie predmetu zákazky.

15. JAZYK PONUKY

Ponuka uchádzača musí byť predložená v slovenskom alebo českom jazyku. Ak má tento sídlo mimo územia Slovenskej republiky, doklady a dokumenty tvoriace súčasť ponuky musia byť predložené v pôvodnom jazyku a súčasne musia byť preložené do slovenského jazyka (nevyžaduje sa úradný preklad), okrem dokladov predložených v českom jazyku.

16. ĎALŠIE INFORMÁCIE

16.1 Dorozumievanie medzi záujemcami/uchádzačmi a zadávateľom sa bude uskutočňovať elektronicky (emailom), písomne, doručením poštovou prepravou, kuriérom, osobne alebo ich kombináciou a to z dôvodu, aby všetky procesné úkony predmetného zadávania zákazky boli riadne, nespochybniteľne, preukázateľne zaznamenané a kompletná dokumentácia zo zrealizovaného zadávania zákazky od preukázateľného oslovenia záujemcov (*záujemci budú oslovení e-mailom*), až po uzavretie zmluvy s úspešným uchádzačom, bola v súlade s princípmi obstarávania, jednoznačne a nespochybniteľne archivovaná, najmä pre účely potenciálnej kontroly zo strany oprávnených osôb na výkon kontroly

uvedených v bode 16.5 v tejto výzve na predkladanie ponúk. Kontaktná osoba zadávateľa a údaje na ňu, sú uvedené v bode 1 v tejto výzve na predkladanie ponúk.

16.2 Zadávateľ si vyhradzuje právo zrušiť predmetné zadávanie zákazky a to najmä z dôvodov keď:

- ani jeden uchádzač nesplní podmienky uvedené vo výzve na predkladanie ponúk,
- ak sa zmenili okolnosti, za ktorých sa vyhlásilo obstarávanie (pozn. tieto okolnosti je zadávateľ povinný pomenovať a odôvodniť zrušenie postupu zadávania zákazky, medzi tieto okolnosti patrí aj situácia, ak cena úspešného uchádzača presiahne maximálne finančné zdroje zadávateľa).

16.3 V prípade, ak budú požadované dokumenty podpísané inou osobou ako je pri fyzickej osobe majiteľ (živnostník) alebo u právnickej osoby štatutárny orgán (konateľ alebo prokurista alebo predseda, podpredseda alebo člen predstavenstva alebo komplementár alebo iná oprávnená osoba podľa výpisu z obchodného registra alebo iného obdobného dokumentu), je potrebné, aby bolo súčasťou ponuky aj splnomocnenie preukazujúce oprávnenosť podpísania požadovaných dokladov osobou, ktorá ich podpísala.

16.4 Úspešný uchádzač, s ktorým bude uzavretá zmluva, je povinný poskytnúť súčinnosť pri vykonávaní finančnej kontroly, strpieť výkon kontroly/auditu súvisiaceho s dodávaným tovarom, službami a stavebnými prácami kedykoľvek počas platnosti a účinnosti Zmluvy o poskytnutí NFP, ktorú plánuje mať zadávateľ uzatvorenú s poskytovateľom NFP, a to oprávnenými osobami na výkon tejto kontroly/auditu a poskytnúť im všetku potrebnú súčinnosť. Oprávnené osoby na výkon kontroly/auditu sú najmä:

- a) Poskytovateľ a ním poverené osoby,
- b) Útvar vnútorného auditu Riadiaceho orgánu alebo Sprostredkovateľského orgánu a nimi poverené osoby,
- c) Najvyšší kontrolný úrad SR, Úrad vládneho auditu, Certifikačný orgán a nimi poverené osoby,
- d) Orgán auditu, jeho spolupracujúce orgány a osoby poverené na výkon kontroly/auditu,
- e) Splnomocnení zástupcovia Európskej Komisie a Európskeho dvora audítorov,
- f) Orgán zabezpečujúci ochranu finančných záujmov EÚ,
- g) Osoby prizvané orgánmi uvedenými v písm. a) až f) v súlade s príslušnými Právnymi predpismi SR a právnymi aktmi EÚ.

16.5 S úspešným uchádzačom bude podpísaná rámcová zmluva zohľadňujúca v plnom rozsahu osobitné podmienky, ktorým podlieha plnenie zmluvy podľa tejto výzvy na predkladanie ponúk a opisu predmetu zákazky podľa podkladov, neobsahujúca žiadne podmienky, ktorými by sa obmedzila alebo poprela platnosť týchto požiadaviek zadávateľa a to podľa zmluvy, ktorá je súčasťou tejto výzvy na predkladanie ponúk.

Zmluva podlieha úpravám v zmysle požiadaviek poskytovateľa NFP, takéto úpravy sa zmluvné strany zaväzujú vykonať (v prípade takejto potreby bude uzatvorený dodatok k zmluve). Zadávateľ a úspešný uchádzač môžu po spoločnej dohode vykonať zmeny alebo doplnenia v texte vzorovej zmluvy pred jej uzatvorením, najmä ale len pokiaľ ide o drobné technické úpravy alebo spresnenia avšak len za predpokladu, že tieto zmeny alebo doplnenia nebudú v rozpore s podkladmi a s ponukou predloženou úspešným uchádzačom.

Za rozpor údajov uvedených v podkladoch a údajov uvedených v ponuke predloženej úspešným uchádzačom sa nepovažujú prípadné nevyhnutné úpravy textu zmluvy vykonané za účelom dosiahnutia súladu s platnou legislatívou, ak by takýto rozpor týkajúci sa obdobia plnenia zmluvy bol zistený.

V prípade ak medzi lehotou na predkladanie ponúk a lehotou určenej na podpis zmluvy s úspešným uchádzačom príde k drobným zmenám/úpravám (uvedené zmeny/úpravy sa týkajú údajov, ktoré sa nachádzajú v zmluve), či už na strane zadávateľa alebo na strane úspešného uchádzača (ide napr. o zmeny ako: zmena štatutárov, zmena kontaktných údajov, zmena bankových údajov a pod.) a tieto zmeny nemali ani nemohli mať vplyv na priebeh alebo výsledok predmetného zadávania zákazky, zaväzuje sa zadávateľ resp. úspešný uchádzač takéto zmeny vykonať v rámci výzvy na uzatvorenie zmluvy.

Ponuka, ktorú predloží záujemca / uchádzač musí obsahovať nasledovné doklady a dokumenty:

17.1 Vyplnená špecifikácia predmetu zákazky uvedená v Prílohe č. 1 v tejto výzve na predkladanie ponúk, ktorá musí byť vyplnená podľa uvedených inštrukcií. Uchádzač musí na všetky požiadavky na predmet, uvedené v tejto prílohe, uviesť, že ich spĺňa, teda „ÁNO“.

17.2 Nacenená kalkulácia ceny podľa Prílohy č. 2 v tejto výzve na predkladanie ponúk.

17.3 Čestné vyhlásenie uchádzača, že nemá uložený zákaz účasti vo verejnom obstarávaní a o neprítomnosti konfliktu záujmov podľa Prílohy č. 4, ktorá je neoddeliteľnou súčasťou tejto výzvy na predkladanie ponúk.

17.4 Čestné vyhlásenie o súhlase s obchodnými podmienkami a s požiadavkami na predmet zákazky podľa Prílohy č. 5, ktorá je neoddeliteľnou súčasťou tejto výzvy na predkladanie ponúk.

17.5 Čestné vyhlásenie o subdodávateľoch podľa Prílohy č. 6, ktorá je neoddeliteľnou súčasťou tejto výzvy na predkladanie ponúk.

17.6 Doklad o tom, že uchádzač je oprávnený dodávať predmet zákazky. Uchádzač tento požadovaný doklad preukáže predložením aktuálne platného výpisu z obchodného registra alebo aktuálne platného výpisu zo živnostenského registra alebo iným aktuálne platným obdobným dokladom, preukazujúcim tú skutočnosť, že uchádzač je oprávnený dodávať predmet zákazky. Akceptovaný je aj doklad – výpis z obchodného registra na internete (www.orsr.sk alebo www.zrsr.sk) za predpokladu, že sa v ňom nachádzajú aktuálne údaje. Zadávateľ na účely tohto bodu na tomto mieste vyhlasuje, že bude akceptovať v ponuke uchádzača aj hypertextový link na príslušný register, vedený štátnym orgánom, ak bude v čase predkladania ponuky stále platný (uchádzač nemusí predkladať samotný výpis pod týmto linkom).

NEODDELITEĽNÉ PRÍLOHY TEJTO VÝZVY NA PREDKLADANIE PONÚK SÚ:

PRÍLOHA č. 1 - ŠPECIFIKÁCIA PREDMETU ZÁKAZKY

PRÍLOHA č. 2 - KALKULÁCIA CENY

PRÍLOHA č. 3 - ZMLUVA

**PRÍLOHA č. 4 - ČESTNÉ VYHLÁSENIE UCHÁDZAČA, ŽE NEMÁ ULOŽENÝ ZÁKAZ ÚČASTI VO VEREJNOM OBSTARÁVANÍ
A O NEPRÍTOMNOSTI KONFLIKTU ZÁUJMOV**

PRÍLOHA č. 5 - ČESTNÉ VYHLÁSENIE O SÚHLASE S OBCHODNÝMI PODMIENKAMI A S POŽIADAVKAMI NA PREDMET ZÁKAZKY

PRÍLOHA č. 6 - ČESTNÉ VYHLÁSENIE O SUBDODÁVATEĽOCH

PRÍLOHA 1 - ŠPECIFIKÁCIA PREDMETU ZÁKAZKY

Predmetom dodania v rámci zmluvného výskumu je výroba, optimalizácia výrobného procesu, overovanie-validácia a dodatočný výskum batériových článkov, ktoré vychádzajú z doterajších výskumov rôznej chémie InoBat Auto. Predmetom vývoja a výskumu budú najefektívnejšie kombinácie chemických zložení článkov a ich uplatnenie vo väčších článkoch, použiteľných v reálnych aplikáciách (automotive priemysel).

Výsledkom zmluvného spojenia bude výskum v troch fázach – **1.)** overenie výkonu u chémie InoBat Auto (**chémia A**) a výrobných procesov v prípade stredne veľkých batériových článkov (15 až 33Ah) a ich zväčšenie do veľkého formátu (550 mm). **2.)** Ďalšia optimalizácia výkonu batérie za použitia alternatívnych materiálov a procesov (**chémia B**) v batériových článkoch strednej veľkosti a 550 mm. **3.)** Paralelný skrining dodatočných materiálov pre budúcu batériovú chémiu a budúce produkcie článkov (**chémia B+**).

Konečným cieľom vývojových fáz je:

- úspešne zostaviť 550 mm pouch-článok s rozmermi 548 x 102 x 8,6 mm s vysokým obsahom kremíka v anóde s už vyskúmanou chémiou InoBat v rámci tzv. HTP článkov – 1Ah ("**chémia A**"), overenie výkonu a bezpečnosti
- úspešne zostaviť 550 mm pouch-článok s rozmermi 548 x 102 x 8,6 mm s experimentálnou chémiou, aby sa technológia s vysokým obsahom kremíka posunula nad súčasnú úroveň InoBat („**chémia B**“), overenie výkonu a bezpečnosti
- úspešne otestovať materiály pre nájdenie chémie B+ v malých (2Ah) a v stredne veľkých článkoch pre budúce batériové články

Cieľom a jednotlivými míľnikmi sú teda:

- optimalizácia výrobných procesov v rámci Chémie A v 15Ah až 33Ah článkoch v 550 mm článkoch
- testovanie a overenie výkonu a bezpečnosti pre obe veľkosti s chémiou A
- paralelný laboratórny skrining pre chémiu B a B+,
- zostavenie výrobných procesov chémie B a B+ v článkoch strednej veľkosti (15Ah až 33Ah)
- testovanie a overovanie výkonu a bezpečnosti v článkoch strednej veľkosti (15Ah až 33Ah) pre obe chémie – chémiu B aj B+
- optimalizácia a zväčšenie až do 550 mm plnej veľkosti článku s ktoroukoľvek chémiou (B aj B+),
- testovanie a overovanie výkonu a bezpečnosti pre optimalizovaný 550 mm článok,
- získanie UN38.3 certifikácie a ďalších certifikátov pre optimalizovaný 550 mm článok.

Za účelom testovania je potrebné zrealizovať validáciu a výskum v laboratóriách s vhodným vybavením – personálnym aj technickým. Bližšie podmienky sú uvedené v Opise predmetu zákazky.

Názov predmetu zákazky: Zmluvný výskum a vývoj 550mm batériových článkov

Kampaň na vývoj pouch-článkov (ďalej len „kampaň“) pokryje potreby InoBat Auto na overenie súčasnej InoBat chémie článkov, dizajnu, výrobných procesov a výkonnosti, aby ich bolo možné overiť v stredne veľkých článkoch (15~33Ah) a následne zväčšiť na veľké články (550 mm) a paralelne na testovanie pokročilejších procesov v batériových článkoch (iných zdrojov chémie) a ich rozvoj do škálovateľných procesov pre budúce článkové produkty.

Aby sa predišlo akýmkoľvek pochybnostiam, materiály pre chémiu (A, B, B+) dodá InoBat Auto.

Oranžová cesta – Overenie a škálovanie

Overenie súčasného výkonu článkov InoBat (**Chémia A**) a parametrov výrobného procesu v stredne veľkých článkoch (15~33Ah) a škálovanie do veľkých batériových článkov (550 mm).

Zelená cesta – Optimalizácia

Následné optimalizovanie výkonu a výroby článkov za použitia alternatívnych materiálov a procesov (**Chémia B**) so strednými a veľkými článkami s priemerom 550 mm.

Modrá cesta – Budúca chémia a vývoj produktov

Dodatočné testovanie materiálu pre ďalšiu chémiu článkov a škálovanie vývoja procesov smerom k budúcim batériovým článkom (**Chémia B+**)

Zmluvný výskum a vývoj 550mm batériových článkov				
Trvanie: 31 mesiacov				
Položka č.	Parameter/časť položky	Jednotka merania pre požadovaný parameter	Požiadavky na parametre/popis (uchádzač musí spĺňať všetky požadované parametre)	Parametre ponúkané uchádzačom
1.	Prístup k stredne veľkej výrobnéj linke (15~33Ah) vrátane miešania/nanášania/skladanie/formácie		Áno	Áno/Nie
1.2	Prístup k 550 mm prototypovej výrobnéj a formovacej linke		Áno	Áno/Nie
2.	Prístup do laboratória pre testy IQC, ad hoc skúmanie (so schopnosťou vykonávať testy, ako je opísané v <i>tabuľke 2</i>) Zostavenie a testovanie článkov strednej veľkosti - Chémia A, B		Áno	Áno/Nie
3.	Testovanie 550 mm článkov podľa <i>tabuľky 3</i> Zostavenie a testovanie 550 mm článkov - Chémia A, B, B+		Áno	Áno/Nie
4.	Prístup do laboratória pre testy IQC, ad hoc skúmanie (<i>Tabuľka 4</i>) Zostavenie a testovanie 1-2Ah článkov - Chémia B, B+		Áno	Áno/Nie
5.	Technická a inžinierska podpora (experti) – rozsah dostupnosti (min. 12400 človekodní)		Áno	Áno/Nie
6.	Podpora operátorov – rozsah dostupnosti (min. 9300 človekodní)		Áno	Áno/Nie
7.	Prístup k testovacím zariadeniam našimi odborníkmi		Áno	Áno/Nie
8.	Podpora s UN38.3 (odporúčanie skúšobne, sprostredkovanie)		Áno	Áno/Nie
9.	Min. 1000 validačných testov - 1-2Ah články		Áno	Áno/Nie
9.1	Min. 1000 validačných testov - 15~33Ah články		Áno	Áno/Nie

9.2	Min. 560 validačných testov - 550 mm články		Áno	Áno/Nie
-----	---	--	-----	---------

Tabuľka 2 – Očakávaný výskum (testy), ktorý sa má vykonať počas zmluvného obdobia (články strednej veľkosti)

DOE NO.	Popis	Metóda validácie
DOE 1.0	Kontrola reprodukovateľnosti základnej chémie	- Výsledky cyklovania 1C-1C (zachovanie kapacity; ACIR alebo EIS, DCIR a opuch) – testované spolu s DOE 1.1
DOE 1.1 Formácia	Proces zlepšovania tvorby Chémie A: <ul style="list-style-type: none"> Čas namáčania Kroky odplynenia Rozdielny tlak pri formovaní a cyklovaní 	Nespracované údaje o procese a tvorbe (60 článkov) <ul style="list-style-type: none"> - Trhliny po výrobe (6 článkov) - Prvé kolo cyklovania (100 cyklov, 48 článkov) -ACIR, DCIR, hrúbka pred a po cyklovaní (48 článkov) -Strhnutia po cyklovaní (6 článkov) -Posledné cyklovanie 400 cyklov (36 článkov) -ACIR, DCIR, hrúbka každých 100 cyklov (36 článkov) -Strhnutia po cyklovaní (6 článkov)
DOE 1.2 Zaťaženie elektrolytom	Vplyv zostávajúceho množstva elektrolytu: <ul style="list-style-type: none"> Rôzne zaťaženie elektrolytom Anódová pórovitosť 	Nespracované údaje o procese a tvorbe (55 článkov) <ul style="list-style-type: none"> - Trhliny po výrobe (5 článkov) - Prvé kolo cyklovania (100 cyklov, 44 článkov) -ACIR, DCIR a hrúbka pred a po cyklovaní (44 článkov) -Strhnutia po cyklovaní (5 článkov) -Záverečné cyklovanie (400 cyklov, 33 článkov) -ACIR, DCIR, hrúbka každých 100 cyklov (33 článkov) -Strhnutia po cyklovaní (5 článkov)
DOE 1.3 Vlhkosť	Výskum vplyvu vlhkosti: <ul style="list-style-type: none"> Aktívny materiál Sadze Oddeľovač 	Nespracované údaje o procese a tvorbe (30 článkov) <ul style="list-style-type: none"> -Strhnutia po výrobe (3 články) - Prvé kolo cyklovania (100 cyklov, 24 článkov) -ACIR, DCIR a hrúbka pred a po cyklovaní (24 článkov) -Strhnutia po cyklovaní (3 články) -Záverečné cyklovanie (400 cyklov, 18 článkov) -ACIR, DCIR, hrúbka každých 100 cyklov (18 článkov) -Strhnutia po cyklovaní (3 článkov)
DOE 1.4 Elektródy	Rôzne parametre anódy: <ul style="list-style-type: none"> pomer n/p hromadné zaťaženie 	Nespracované údaje o procese a tvorbe (45 článkov) <ul style="list-style-type: none"> -Strhnutia po výrobe (9 článkov) - Prvé kolo cyklovania (100 cyklov, 36 článkov) -ACIR, DCIR a hrúbka pred a po cyklovaní (36 článkov) -Strhnutia po cyklovaní (6 článkov) -Záverečné cyklovanie (400 cyklov, 27 článkov) -ACIR, DCIR, hrúbka každých 100 cyklov (27 článkov) -Strhnutia po cyklovaní (6 článkov)
DOE 1.5 Porovnanie a krátke overenie	Nová konštrukcia s najlepšimi možnosťami: <ul style="list-style-type: none"> Kombinácia najlepších výsledkov Krátke overenie Testovanie nových kariet 	Nespracované údaje o procese a tvorbe (58 článkov) <ul style="list-style-type: none"> - Strhnutia (3 články) - Prvé kolo cyklovania (100 cyklov, 8 článkov) - DCIR test pred a po cyklovaní (8 článkov) -Strhnutia po cyklovaní (3 články) -Záverečné cyklovanie (900 cyklov, 6 článkov) -ACIR, DCIR, hrúbka každých 100 cyklov (6 článkov) -Strhnutia po cyklovaní (3 články) Krátke overenie (36 článkov): <ul style="list-style-type: none"> -DCIR vs SOC (HPPC-Charge and Discharge) (6 článkov) - testovanie pri vysokej teplote (6 článkov) - Možnosť rýchlosti nabíjania (0,2Cr-10Cr) (6 článkov)

- Možnosť rýchlosti vybíjania (0,2Cr-10Cr) (6 článkov)
- Konštantné vybíjanie + vysokovýkonný impulz + využiteľná energia (6 článkov)
- Vysoká životnosť cyklu C (6 článkov)
- DCIR, rýchlosť, pulzný výkon (12 článkov)
- Hodnotenie kvality (CT vyšetrenie) (2 články)

Tabuľka 3 – Očakávaný výskum (testy), ktorý sa má vykonať počas zmluvného obdobia (550 mm testy)

SR č.	Testy	Testovacie podmienky s prípravkami (5,0 kgf / cm ²)
Posúdenie kvality		
1	Hmotnosť (g)	Nie
2	Rozmery (D x Š x H)	Obaja (s a bez)
3	Odolnosť (ACIR)	Áno
4	Napätie otvoreného okruhu (OCV)	Áno
5	Vizuálna kontrola	Áno
6	Počítačová tomografia (CT vyšetrenie)	Nie
Výkonnostné testy		
7	OCV vs SOC (nabíjanie a vybíjanie) pri 25 °C	Áno
8	OCV vs SOC (nabíjanie a vybíjanie) pri 45 °C	Áno
9	DCIR vs SOC (HPPC-Charge and Discharge) pri 25°C	Áno
10	DCIR vs SOC (HPPC-Charge and Discharge) pri 45°C	Áno
11	Testovanie pri vysokej teplote (izba do 60 °C)	Áno
12	Testovanie pri nízkej teplote (izba do -20 °C)	Áno
13	Rýchlosť nabíjania (0,2Cr-10Cr) pri 25°C	Áno
14	Možnosti rýchlosti vybíjania (0,2Cr-10Cr) pri 25°C	Áno
15	Rýchlosť nabíjania (0,2Cr-10Cr) pri 45°C	Áno
16	Možnosti rýchlosti vybíjania (0,2Cr-10Cr) pri 45°C	Áno
17	Konštantný výboj + pulz strednej sily + využiteľná energia	Áno
18	Konštantný výboj + vysokovýkonný impulz + využiteľná energia	Áno
19	Low C-rate Cycle life (C/3) pri 25 °C	Áno
20	Low C-rate Cycle life (C/3) pri 45 °C	Áno
21	High C-rate Cycle life (1C alebo 2C) pri 25°C	Áno
22	High C-rate Cycle life (1C alebo 2C) pri 45°C	Áno
Testovanie úložiska		
23	Skladovanie pri 60 °C (4 týždne)	Nie
24	Skladovanie pri 45 °C (8 týždňov)	Nie
25	Skladovanie pri 25 °C (1 rok)	Nie

Bezpečnostné testy		
UN DOT 38.3		
26	Predkondicionovanie (25 cyklov)	V súlade s UN38.3
27	T.1. Simulácia nadmorskej výšky	V súlade s UN38.3
28	T.2. Tepelná skúška	V súlade s UN38.3
29	T.3. Vibrácie	V súlade s UN38.3
30	T.4. Šok	V súlade s UN38.3
31	T.5. Vonkajší skrat	V súlade s UN38.3
32	T.6. Náraz	V súlade s UN38.3

33	T.8 Nútené vybitie	V súlade s UN38.3
IEC 62660-3: 2022		
34	Skrat (externý)	V súlade s normami
35	Tepelná (odolnosť)	V súlade s normami
SAE J2464		
36	Penetračný test klincom	V súlade s normami
37	Oblúkový test	Podľa skúšobného ústavu

Tabuľka 4 – Očakávaný výskum (testy), ktorý sa má vykonať počas zmluvného obdobia (1-2 Ah články)

Test č.	Popis	Metóda validácie
Chémia malých článkov B & B+		
1	Cyklistický test	Cyklovanie článkov MLP (1C-1C, 500 cyklov, 25°C + 45°C)
2	HT úložisko	45°C 8 týždňov (10 článkov) 60°C 8 týždňov (10 článkov)
3	Testovanie impulzov výkonu	Vysoká rýchlosť nabíjania/vybíjania C

PRÍLOHA Č. 2 – KALKULÁCIA CENY

Názov predmetu zákazky:	Zmluvný výskum a vývoj 550mm batériových článkov
Rozdelenie predmetu zákazky na časti:	nie
Názov zadávateľa zákazky:	InoBat Auto j.s.a., Dolná 5, 974 01 Banská Bystrica
Uchádzač (názov a sídlo):	vyplní záujemca
IČO:	vyplní záujemca
Platiteľ DPH:	vyplní záujemca (uvedie ÁNO alebo NIE)
Kontaktná osoba:	vyplní záujemca
Kontaktný e-mail:	vyplní záujemca
Kontaktné telefónne číslo:	vyplní záujemca

KALKULÁCIA CENY / Cenová kalkulácia

Položka	Jednotka	Očakávaná suma	Jednotková cena v EUR bez DPH	Celková hodnota v EUR bez DPH
Inžinieri	človekodni	12400		
Operátori	človekodni	9300		
Prenájom technologickej infraštruktúry na podporu výstavby MLP (1-2Ah články)	dni	930		
Prenájom technologickej infraštruktúry na podporu výstavby 15-33Ah článkov	dni	930		
Prenájom technologickej infraštruktúry na podporu výstavby 550 mm článkov	dni	930		
Validačné testy MLP	ks	1140		
Validačné testy 15~33Ah	ks	1000		
Validačné testy 550 mm článkov	ks	560		
Celková cena v EUR bez DPH				

Čestne prehlasujeme, že akceptujeme všetky požiadavky zadávateľa a tieto požiadavky sme zahrnuli do predloženej cenovej ponuky. Zároveň potvrdzujeme, že nami vypracovaná cenová ponuka zodpovedá cenám obvyklým v danom mieste a čase.

V dňa

Meno, priezvisko, funkcia, podpis a pečiatka
(v prípade ak pečiatku uchádzač používa)
štatutárneho zástupcu oprávneného vystupovať
za uchádzača alebo inú oprávnenú osobu resp. osoba
splnomocnená na zastupovanie uchádzača

PRÍLOHA 4 – ZMLUVA

Research and Development Agreement

This Research and Development Agreement ("Agreement") is made by and between:

- (1) **InoBat Auto j.s.a.**, with its seat at Dolná 5, 974 01 Banská Bystrica, Slovak Republic, company identification No. 52 648 192, registered in the Commercial Register of District Court Banská Bystrica, section: Sja, file no.: 17/S ("Client");
- (2) xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx ("Supplier");
(Client jointly with the Supplier as the "Parties" and each individually also as a "Party").

PREAMBLE

- A. The Client is a newly established entity setting up an R&D center in Slovakia for the development and testing of batteries, planning to provide its own customized batteries to the European vehicle manufacturers Client has acquired a non-repayable financial contribution for the implementation of the project named "Construction of a pilot production line for Li-Ion batteries with a research and development center", Project code ITMS2014+: 313012CAP4 (hereinafter referred to as "Project").
- B. This Agreement is based on results of market research and survey as published at www.partnerskadohoda.gov.sk and sent for bids for various suppliers. This Agreement shall establish a Research&Development relationship based on the needs of the Client in the course of battery chemistry evaluation and testing. This Agreement confirms that the Supplier has any and all laboratory and personnel equipment in order to deliver the scope of this Agreement.

1. SUBJECT MATTER

- 1.1. On the basis of this Agreement and under the conditions agreed therein, the Supplier undertakes to provide Services for Client as specified in Schedule No. 1 ("Services"), which forms integral part of this Agreement. Client shall order Services based on his actual needs for any period (week, month or longer).
- 1.2. The scope and specification of the Services are set out in Schedule No. 1. Additional specification and delivery of services is possible based on the instructions given by the Client in writing, verbally, by electronic means or in other suitable form, in the event that it is required by operational needs.
- 1.3. For the provision of the Services Client undertakes to pay the Price, as defined in the Schedule No. 2 of this Agreement. The Price is determined in accordance with the cost principles set out in Schedule No. 2 and reflects all costs for the Services provided.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 2.1. Supplier represents and warrants that the Services shall be performed in accordance with Schedule No. 1 and shall be correct and appropriate for the designated Purpose. Supplier represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Supplier is bound.
- 2.2. The Supplier hereby declares that at the moment of signature of this Agreement, he is registered in the Register of Public Sector Partners of the Slovak Republic in accordance with Act no. 315/2016 Coll. on the register of public sector partners as amended ("Registration").
- 2.3. The Supplier is obliged, prior to the commencement of the provision of the Services, to provide the list of all subcontractors he will use for performance of this Agreement. The Supplier is obliged to list all used subcontractors within the Schedule No. 3, optionally submit a statement that it will not use any subcontractors. All subcontractors with the scope of delivery above € 100.000 shall be subject to registration duty according to this paragraph. The duty to list any subcontractor shall apply to the Supplier in any case when he decides to use a new one during the validity of this Agreement.
- 2.4. Client is obliged to provide the Supplier with the information and other cooperation necessary for the provision of Services.
- 2.5. All the documents, equipment, tools, and information provided to the Supplier remain the exclusive property of the Client; the Supplier is obliged to protect such documents, equipment, tools or information from any damage, loss, destruction, misuse or unauthorized disclosure to third parties, whereby the Client is allowed to use same exclusively in connection with or for the purpose of providing Services.

3. REMUNERATION AND EXPENSES

- 3.1. The Parties have agreed that the Supplier is entitled to remuneration for the provision of Services ("**Price**").
- 3.2. The Price, as well as the cost principles on the basis of which it was determined, is contained in Schedule No. 2, which forms an integral part of this Agreement.
- 3.3. The right to payment of the Price arises to Supplier upon proper fulfillment of its obligations, i.e. proper provision of Services. The Price will be invoiced by Supplier on monthly basis and according to scope of services having been delivered for the previous period and in accordance with Schedule No. 2 of this Agreement. The invoice must be accompanied by a signed handover protocol to the delivered Services. To avoid any doubts, this Agreement is a framework agreement and Supplier has no right to request the delivery of the whole scope of the Agreement. Supplier shall be entitled to submit an invoice on shorter basis (unfinished month) if Parties agree so.
- 3.4. The invoice is due within thirty (30) days from its issuance, if it was delivered to the Client at least seven (7) days before its due date.

4. INTELLECTUAL PROPERTY RIGHTS AND LICENSES

- 4.1. Each Party shall retain all rights, titles, and interests in and to its respective Background Technology. "**Background Technology**" as used herein shall mean technology of a Party already existing, known to, developed or reduced to practice, by or for one of the Parties before the effective date of this Agreement, or after the effective date this Agreement, but independent of the provided Services.
- 4.2. To the extent Background Technology of Supplier is necessary in order for Client to use the rights granted to Project Technology (as defined bellow) as set forth in Article 4.3., Supplier agrees to grant and hereby grants to Customer a non-exclusive, worldwide, perpetual, sublicensable, transferable, royalty-free right to use said Background Technology Controlled by Supplier, solely in conjunction with the rights to Project Technology. For clarification, such license rights are sublicensable and transferable only in connection with a sublicense or transfer, as applicable, of the relevant Project Technology, and not alone. "**Controlled**" as used herein means that Supplier has the legal ability to grant a license as provided in this Agreement without violating the terms of any agreement or other arrangement with any third party and without requiring the payment of additional consideration specifically in connection with such grant.
- 4.3. Any other technology (not specified in Article 4.1. and 4.2. above) developed or created during the performance of the Services and all intellectual property rights related thereto and shall be owned exclusively by Customer ("**Project Technology**"). Customer shall therefore be free to fully exploit such Project Technology for all purposes without accounting to the Supplier, for avoidance of any doubt, it shall include any purpose related to the Project at least until the end of the Project's Sustainability Period and Customer shall be free to transfer any Project Technology or provide it partially or entirely to a third party, while such a license is provided free of charge and unconditionally.
- 4.4. The Parties agreed that Customer has, inter alia, the exclusive right to (1) grant a Project Technology license to a third party and shall have the sole right to collect all royalties and other revenues generated therefrom and (2) establish a lien or other in-rem right to the benefit of a third party.
- 4.5. The Customer shall be responsible, in its discretion, for prosecuting and enforcing any patent applications with respect to any Project Technology. Supplier shall reasonably cooperate, at the expense of the Customer, to take steps as requested by the Customer to prosecute and enforce such intellectual property.
- 4.6. The Supplier undertakes that, without the prior consent of the Customer and without a granted license agreement, it will not file any patent that would contain any information related to Project Technology.
- 4.7. In the event that the Supplier violates the prohibition to file any patent, as stated in point 4.5. of this Agreement, the Supplier agrees that the Customer owns all rights from such a patent and, at the same time, the Supplier undertakes to transfer such patent to the Customer without delay.
- 4.8. The list of authors, manufacturers and subcontractors of the Supplier shall constitute the Annex no. 3 to the Agreement.

5. CONFIDENTIALITY

- 5.1. Either Party including, its affiliates and representatives ("**Discloser**") may disclose or provide confidential information to the other Party ("**Recipient**") in connection with this Agreement. Confidential information of Discloser means all non-public information relating to Discloser's products, technology, finances, costs, forecasts, business, vendors, partners and users that is (a) identified in writing as confidential at the time of disclosure or, if disclosed verbally, is identified as confidential in writing (by email being sufficient) within 30 days of the disclosure, (b) designated as "Confidential Information", or (c) reasonably understood, given the nature of the information or the circumstances, to be confidential ("**Confidential Information**").
- 5.2. Recipient will (a) use the Confidential Information of Discloser only to perform its obligations and exercise its rights under this Agreement, (b) protect Discloser's Confidential Information from their unauthorized use,

- disclosure or other misuse to the same extent it protects its own trade secret, and (c) not disclose the Confidential Information of Discloser to any third party except to third parties that have a need to know the Confidential Information to perform Recipient's obligations or exercise its rights. Upon any expiration or termination of the Agreement or upon the request of Discloser, Recipient will return or destroy, at Discloser's option, all Confidential Information of Discloser and any copies thereof, except to the extent that Recipient requires such Confidential Information to exercise any surviving rights.
- 5.3. The restrictions on use and disclosure in Art. 5.2. will not apply to information that (a) is or becomes generally available to the public without Recipient's breach, (b) was known to the Recipient at the time of its receipt from Discloser without an obligation of confidentiality with respect to such information owed to Discloser, (c) was rightfully disclosed to Recipient by a third party without an obligation of confidentiality with respect to such information owed to Discloser, or (d) was independently developed by Recipient.
- 5.4. The Parties commit to refrain from utilization of the Confidential Information/documents for any other purpose but for the exercise of their rights and obligations hereof.
- 5.5. Any advertising, announcements, or report publications regarding the Agreement in newspapers, magazines or other public media shall be subject to prior written approval of both Parties, which approval shall not be unreasonably withheld by the Parties.
- 6. REVIEW, AUDIT, ON-SITE VERIFICATION**
- 6.1. The Supplier is obliged to provide co-operation in performing financial review or audit, to tolerate review/audit related to delivered goods, services and works at any time during the validity and effectiveness of the NFC Agreement dated 16.08.2022, which the Client concluded with the NFC provider, by the authorized persons to perform this review/audit and provide them with all necessary cooperation.
- 6.2. The persons authorized to carry out review/audit are mainly:
- (a) NFC provider and its authorized persons;
 - (b) The internal audit department of the Managing Authority or the Intermediate Body and the persons authorized by them;
 - (c) The Supreme Audit Office of the Slovak Republic and its authorized persons;
 - (d) Audit authority, its cooperating bodies (Government Audit Office) and persons authorized to perform review/audit;
 - (e) Authorized representatives of the European Commission and the European Court of Auditors;
 - (f) The body ensuring the protection of the EU's financial interests;
 - (g) Persons invited by the authorities referred to in a) to g) in accordance with the applicable laws of the Slovak Republic and EU legal regulations.
- 7. TERMINATION**
- 7.1. Either Party may terminate this Agreement in the event the other Party materially breaches or defaults in the performance of any of its material obligations hereunder, and such breach or default continues for sixty (60) days after written notice thereof was provided to the breaching Party by the non-breaching Party. Any termination shall become effective at the end of such sixty (60) day period unless the breaching Party (or any other Party on its behalf) has cured any such breach or default prior to the expiration of the sixty (60) day period.
- 7.2. If voluntary or involuntary proceedings by or against a Party are instituted in bankruptcy under any insolvency law, or a receiver or custodian is appointed for such Party, or proceedings are instituted by or against such Party for corporate reorganization, dissolution, liquidation or winding-up of such Party, which proceedings, if involuntary, shall not have been dismissed within sixty (60) days after the date of filing, or if such Party makes an assignment for the benefit of creditors, or substantially all of the assets of such Party are seized or attached and not released within sixty (60) days thereafter, the other Party may immediately terminate this Agreement effective upon notice of such termination.
- 7.3. Articles 4, 5, 6, 8 and 9 shall survive the expiration or termination of this Agreement for any reason.
- 8. APPLICABLE LAW AND JURISDICTION**
- 8.1. This Agreement as well as rights and obligations explicitly not regulated by this Agreement shall be governed by the applicable provisions of Slovak Laws with the exclusion of any conflict-of-laws rules.
- 8.2. Should during the validity of this Agreement any dispute or controversy arise between the Parties, the Parties undertake to take their best efforts in order to settle the dispute amicably.
- 8.3. Should the Parties despite their efforts pursuant to Article 8.2. fail to reach a settlement within sixty (60) days from the day of commencement of the amicable negotiations, and such dispute and/or claim may be, decided in arbitration, any dispute and/or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the "Rules"), which Rules are deemed to be incorporated by reference into this Article 8.3. The number of arbitrators shall be three. The

seat, or legal place, of the arbitration shall be Vienna, Austria. The language to be used in the arbitration shall be English. The Emergency Arbitrator Provisions as well as the Expedited Procedure Provisions shall not apply.

9. ENTIRE AGREEMENT

- 9.1. This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior correspondence and negotiations whether oral or in writing, which took place prior to the execution of this Agreement.

10. INTERPRETATION

- 10.1. All references to articles refer to the articles of this Agreement, unless expressly indicated otherwise. The defined expressions starting with capital letter in singular form include also plural and vice versa unless the context requires otherwise.
- 10.2. Should any of the provisions hereof be or become invalid and/or unenforceable, the validity and enforceability of the Agreement shall not be affected. The Parties undertake to replace any such invalid and/or unenforceable provision with such valid and/or enforceable provision corresponding to the largest extent possible to the intended (economic) purpose of the provisions to be replaced.

11. MISCELLANEOUS

- 11.1. Any changes and amendments hereof may be made solely with the consent of both Parties in writing. Same applies to the agreement on the non-application of the written form requirement.
- 11.2. The Parties undertake to provide each other with necessary cooperation in order to achieve the goals envisaged by the Agreement, as well as to perform the rights and obligations stipulated herein. Each Party is obliged to notify the other Party without undue delay of any circumstances, which may hinder or frustrate the performance of the Party's obligations under this Agreement.
- 11.3. Each Party is obliged to inform the other Party without undue delay of any change of the registered place of business or delivery address, phone number, bank account number, as well as other information, which may be relevant for proper performance under this Agreement.
- 11.4. Only the rights and licenses granted pursuant to the express terms of this Agreement, or a separate written agreement between the Parties, shall be of any legal force or effect. No license or other rights shall be created by implication, estoppel or otherwise.
- 11.5. Without the prior written consent of the other Party, Supplier and Customer (for itself and on behalf of its Affiliates) both agree that they will not, during the term of this Agreement and for a period of one (1) year thereafter, recruit or solicit employment of any personnel of the other Party or employ any personnel of the other Party.

12. NOTICES

- 12.1. Any and all notices, demand or other communication to be given under this Agreement must be in writing and delivered by registered mail or courier with an electronic copy by email to the addresses designated below:
- (a) **For Supplier:** address: [●], attn: [●], title: [●], email: [●], telephone: [●]
- (b) **For Customer:** address: Savoy 6, ul. Mostova 6, 811 02 Bratislava, Slovak Republic, attn: Marian Bocek, title: Chairman of the Board, email: legal@inobat.eu

13. ASSIGNMENT

- 13.1. Neither Party is entitled to assign or otherwise transfer any rights or obligations arising hereof, including any claims, without prior written consent of the other Party.
- 13.2. The limitation stipulated in Art. 13.1. hereof does not apply to the transfer or assignment of rights and obligations of the /lient to its subsidiaries or other persons personally or economically affiliated therewith.
- 13.3. All rights and obligations arising from this Agreement shall bind any legal successors of the Parties; should the rights and obligations not pass on to the successors automatically, the Parties undertake to assign same to their respective legal successors.

14. CLOSING PROVISIONS

- 14.1. This Agreement enters into force and becomes effective as of the date of its signature by both Parties and, unless terminated earlier as provided in Article 7, shall continue in full force and effect for a period of [31] months.
- 14.2. The Agreement is executed in two (2) counterparts, whereby each Party retains one (1) signed counterpart.

14.3. Parties have read the Agreement and agree with the terms and conditions stipulated herein; in witness whereof, the Parties attach their signatures.

15. SCHEDULES

Schedule No. 1 – Scope of the Agreement – List of Services

Schedule No. 2 – Price of Services

Schedule No. 3 – The List of Authors, Manufacturers and Subcontractors

In Bratislava, on _____

InoBat Auto j.s.a.
Marián Boček
Chairman of the Board

InoBat Auto j.s.a.
Vazil Hudák
Member of the Board

In Bratislava, on _____

[•]
[•]
[•]

**PRÍLOHA č. 4- ČESTNÉ VYHLÁSENIE UCHÁDZAČA, ŽE NEMÁ ULOŽENÝ ZÁKAZ ÚČASTI VO VEREJNOM OBSTARÁVANÍ
A O NEPRÍTOMNOSTI KONFLIKTU ZÁUJMOV****ČESTNÉ VYHLÁSENIE UCHÁDZAČA, ŽE NEMÁ ULOŽENÝ ZÁKAZ ÚČASTI
VO VEREJNOM OBSTARÁVANÍ A O NEPRÍTOMNOSTI KONFLIKTU ZÁUJMOV**

Uchádzač:

(obchodné meno a sídlo/miesto podnikania uchádzača)

ktorý predkladá ponuku v rámci výzvy na predkladanie ponúk, vyhlásenej zadávateľom **InoBat Auto j.s.a.; Dolná 5; 974 01 Banská Bystrica**, na predmet zákazky „Zmluvný výskum a vývoj 550mm batériových článkov“:**vyhlasujem na svoju česť, že****nemám uložený zákaz účasti vo verejnom obstarávaní potvrdený konečným rozhodnutím
v Slovenskej republike alebo v štáte sídla, miesta podnikania alebo obvyklého pobytu****a**

v súvislosti s uvedeným postupom zadávania zákazky potvrdzujem neprítomnosť konfliktu záujmov v tom, že som:

- a) nevyvíjal a nebudem vyvíjať voči žiadnej osobe na strane zadávateľa, ktorá je alebo by mohla byť zainteresovanou osobou, akékoľvek aktivity, ktoré by mohli viesť k zvýhodneniu postavenia uchádzača v postupe tohto zadávania zákazky,
- b) neposkytol a neposkytnem akékoľvek čo i len potenciálne zainteresovanej osobe priamo alebo nepriamo akúkoľvek finančnú alebo vecnú výhodu ako motiváciu alebo odmenu súvisiacu so zadaním tejto zákazky,
- c) budem bezodkladne informovať zadávateľa o akékoľvek situácii, ktorá je považovaná za konflikt záujmov alebo ktorá by mohla viesť ku konfliktu záujmov kedykoľvek v priebehu procesu predmetného zadávania zákazky.

V dňa

Meno, priezvisko, funkcia, podpis a pečiatka
(v prípade ak pečiatku uchádzač používa)
štatutárneho zástupcu oprávneného vystupovať
za uchádzača alebo inú oprávnenú osobu resp. osoba
splnomocnená na zastupovanie uchádzača

PRÍLOHA č. 5 - ČESTNÉ VYHLÁSENIE O SÚHLASE S OBCHODNÝMI PODMIENKAMI A S POŽIADAVKAMI NA PREDMET ZÁKAZKY

ČESTNÉ VYHLÁSENIE O SÚHLASE S OBCHODNÝMI PODMIENKAMI
A S POŽIADAVKAMI NA PREDMET ZÁKAZKY

Uchádzač:

(obchodné meno a sídlo/miesto podnikania uchádzača)

ktorý predkladá ponuku v rámci výzvy na predkladanie ponúk, vyhlásenej zadávateľom **InoBat Auto j.s.a.; Dolná 5; 974 01 Banská Bystrica**, na predmet zákazky „Zmluvný výskum a vývoj 550mm batériových článkov“:

vyhlasujem na svoju česť, že

súhlasím s obchodnými podmienkami uvedenými v kúpnej zmluve, ktorá je neoddeliteľnou súčasťou predmetnej výzvy na predkladanie ponúk vrátane jej príloh a s požiadavkami na predmet zákazky uvedenými vo výzve na predkladanie ponúk tejto výzvy, a to v plnom rozsahu.

V dňa

Meno, priezvisko, funkcia, podpis a pečiatka
(v prípade ak pečiatku uchádzač používa)
štatutárneho zástupcu oprávneného vystupovať
za uchádzača alebo iná oprávnená osoba resp. osoba
splnomocnená na zastupovanie uchádzača

PRÍLOHA č. 6 - ČESTNÉ VYHLÁSENIE O SUBDODÁVATEĽOCH

ČESTNÉ VYHLÁSENIE O SUBDODÁVATEĽOCH

Uchádzač:

(obchodné meno a sídlo/miesto podnikania uchádzača)

ktorý predkladá cenovú ponuku v rámci výzvy na predkladanie ponúk, vyhlásenej zadávateľom InoBat Auto j.s.a.; Dolná 5; 974 01 Banská Bystrica, na predmet zákazky „Zmluvný výskum a vývoj 550mm batériových článkov“:

vyhlasujem na svoju česť, že

- a) Nebudem pri realizácii uvedeného predmetu zákazky zadávať akýkoľvek podiel zákazky subdodávateľom a celý predmet zákazky zrealizujem vlastnými kapacitami.

ALEBO (uchádzač vyberie buď alternatívu a) alebo b), podľa toho, ktorá v jeho prípade platí)

- b) Mám v úmysle zadať realizáciu podielu zákazky nasledovným subdodávateľom, ktorých zoznam je kompletný tak, aby spolu s kapacitami uchádzača mohol byť realizovaný predmet zákazky riadne a úplne v zmysle stanovených podmienok a túto spoluprácu má s uvedenými subdodávateľmi odkonzultovanú ako z hľadiska podmienok realizácie, tak aj z hľadiska predloženého návrhu na plnenie kritéria cena.

Zoznam subdodávateľov:

Názov, sídlo a IČO subdodávateľa	Osoba oprávnená konať za subdodávateľa, meno a priezvisko	Predmet subdodávky	Podiel subdodávky z celého predmetu zákazky v EUR bez DPH alebo v %

(Uchádzač použije toľko riadkov tabuľky, koľko je potrebné z hľadiska počtu subdodávateľov)

Som si vedomý(á) právnych následkov nepravdivého vyhlásenia o skutočnostiach uvedených v predchádzajúcich odsekoch.

V dňa

Meno, priezvisko, funkcia, podpis a pečiatka
(v prípade ak pečiatku uchádzač používa)
štatutárneho zástupcu oprávneného vystupovať
za uchádzača alebo iná oprávnená osoba resp. osoba
splnomocnená na zastupovanie uchádzača

Call for bids

(Market research)

as part of the implementation of the procurement process which the contracting authority will provide more than 50% or 50% and less of funds for the delivery of goods, construction work and provision of services from the non-repayable financial assistance (NRFA) according to the currently valid Unified Guide for Applicants/Beneficiaries on the process and control of public procurement/procurement (version 2), effective from 31. March 2022 (hereinafter in the text of the call for tenders we will refer only as a "manual" in the appropriate grammatical form).

Scope of contract:

“Contractual research of 550mm battery cells development“

InoBat Auto j.s.a.
Marián Boček,
Chairman of the Board of Directors

InoBat Auto j.s.a.
Vazil Hudák,
Board Member

1. IDENTIFICATION OF THE PERSON

Name of the Contracting Entity: InoBat Auto j.s.a.

Registration number (IČO): 52 648 192

Contracting Entity's registered office: Dolná 5, 974 01 Banská Bystrica

Contact details for the Contracting Entity:

Contact address: InoBat Auto j.s.a., Mostová 6, 811 02 Bratislava - Staré Mesto

Country: Slovak Republic

Contact person: Jakub Šimkovič

Telephone number: +421 911 047 927

E-mail: jakub.simkovic@inobat.eu

Website: www.inobatauto.eu

2. SCOPE OF THE CONTRACT

2.1 Name of the Scope of the Contract:

Contractual research of 550mm battery cells development.

2.2 Nomenclature

Common Procurement Vocabulary (CPV)

73100000-3 Research and experimental development services.

2.3 Brief description of the Scope of the Contract

The subject of the contract is contractual research, experimental development, and testing of battery cells. It is about research and development of developed technology, or chemistry that has been confirmed as the most suitable in previous research and other chemistries. The goal of this research is to verify and scale the current phase of the researched chemistry into usable cells of 550 mm size, which is a cell suitable for use in the automotive industry.

2.4 Estimated value of the budgetary expenditure on the acquisition of the Scope of the Contract:

Not applicable.

2.5 Payment terms:

Payment terms are listed in the contract, which is attached as Appendix no. 3 and is an integral part of this call.

3. DIVISION OF THE SCOPE OF THE CONTRACT

3.1 The Scope of the Contract is not divided into parts.

3.2 Justification of the non-division of the Scope of the Contract into parts:

The Scope of the Contract constitutes a of complex development within several paths, continuously modified during the research itself. Therefore, the Scope of the Contract is logically indivisible. The scale of the Scope of the Contract is a scale comprehensively supplied by relevant suppliers on the market.

3.3 A potential candidate may submit a bid for the entire requested scale of the Scope of the Contract. By submitting a bid, the candidate becomes a tenderer.

4. VARIANT SOLUTION

4.1 It is not allowed to submit a variant solution.

4.2 If a bid includes a variant solution, the variant solution shall not be included in the evaluation, and it shall be deemed as not submitted.

5. PLACE AND DEADLINE FOR SUPPLY OF THE SCOPE OF THE CONTRACT

5.1 Place of supply of the Scope of the Contract

Location of potential supplier's research laboratories anywhere in the world.

5.2 Deadline for supply of the Scope of the Contract:

Within 31 months from the date of signing the contract.

6. SOURCE OF FUNDS

The Scope of the Contract shall be funded from the European Union funds and from the Contracting Entity's own funds. Code of the Call: OPII-MH/DP/2021/9.5-34

7. TYPE OF CONTRACT AND TYPE OF AGREEMENT

7.1 Services Supply Tender.

7.2 The Contracting Entity shall conclude an Agreement with the successful tenderer in this contract awarding process, according to Appendix 3 – Agreement, which constitutes an integral part of this Call for bids.

8. BID COMMITMENT PERIOD

A bid submitted within this contract awarding process shall be binding until: 30 June 2023

9. INSPECTION OF THE PLACE OF SUPPLY OF THE SCOPE OF THE CONTRACT

It is not necessary, as the supply of contract research will be delivered in the capacity of the supplier.

10. COSTS AND EXPENSES ASSOCIATED WITH PREPARING AND SUBMITTING A BID

10.1 All costs and expenses associated with the preparation and submission of a bid shall be borne by the potential candidate, who shall have no financial claims against the Contracting Entity.

10.2 Bids delivered to the address of the Contracting Entity within the bid submission period shall not be returned to the tenderers. They shall be kept as part of the documentation for this contract awarding process.

11. THE METHOD OF SUBMITTING AND MARKING BIDS

11.1 The bid must be delivered to the address: jakub.simkovic@inobat.eu.

11.2 The recommended subject of the bid: "**Contractual research of 550mm battery cells development**"

11.3. The deadline for submission of bids is set for **01.06.2023 until 12.00**.

The bids submitted after the deadline for submission of bids will not be accepted.

12. OPENING, ASSESSMENT, AND EVALUATION OF BIDS

The Contracting Entity shall open and assess bids delivered by potential suppliers before the bid submission deadline and in the manner specified in point 11 of this Call for bids. The opening and assessment of bids shall be non-public.

If more than one bid is submitted, the contracting entity evaluates the fulfilment of the requirements for the scope of the contract and the fulfilment of the conditions of participation after the tender evaluation on the basis of the tender evaluation criteria (lowest price in EUR excluding VAT), and only in the case of the first in order (i.e. the requirements for the subject of the contract and the conditions of participation will be evaluated by the contracting authority only for the tenderer who submits the lowest price offer). The Contracting Entity shall request the tenderer to explain or supplement the documents submitted in the tender, if their validity, fulfilment of the condition of participation or fulfilment of the requirement for the subject of the contract cannot be assessed from the submitted documents. If the tenderer does not deliver an explanation or supplement to the submitted documents within the time limit specified by the contracting entity, or if despite the submitted explanation of the tender according to the contracting entity's conclusions it does not meet the conditions of participation or contract requirements. in order, (i.e., for the tenderer who submits the second lowest bid and so on).

After the evaluation of tenders in the sense of the above, the contracting entity shall notify all tenderers whose tenders have been evaluated of the result of the evaluation of tenders. The contracting authority will notify the successful tenderer that its tender has been evaluated as successful, the contracting entity will accept it and at the same time the tenderer will be called for proper cooperation necessary for concluding the contract (successful tenderer is obliged to deliver the signed contract according to instructions within 10 working days after delivery of this call to the successful tenderer). The unsuccessful tenderer will be notified by the contracting authority that they have failed.

13. THE METHOD OF DETERMINATION OF PRICE – PRICE OFFER

13.1 The price for the Scope of the Contract must be established in accordance with the Act on prices, as amended (in accordance with applicable legislation).

13.2 The price for the Scope of the Contract must be stated as the price for the complete performance of the Scope of the Contract. The price stated by the tenderer in their bid shall be deemed as such.

13.3 A potential candidate shall calculate the price in accordance with Appendix 2 - Price Calculation, which constitutes an integral part of this Call for bids. The price stated by the tenderer in their bid must correspond to the prices typical at the given place and time. The price shall contain a maximum of two decimal places.

14. AWARD CRITERIA

The sole award criterion is the lowest price in EUR excluding VAT for the complete performance of the Scope of the Contract.

15. LANGUAGE OF THE BID

15.1 The whole bid and all the required documents shall be submitted in Slovak or Czech language. If a required document is written in a foreign language, it must be submitted together with its translation into the national language; this does not apply to bids or documents written in Czech.

16. OTHER INFORMATION

16.1 Communication between the potential candidates/tenderers and the Contracting Entity shall take place electronically (by email), in writing, by post, by delivery service or personally or combination of those, so that all procedural acts of this contract awarding process are properly, unquestionably, and demonstrably recorded, and so that the complete documentation for the conducted contract awarding process, from the demonstrable approach of the potential candidates until the conclusion of a Purchase

Agreement with the successful tenderer, is in accordance with the principles of procurement, unambiguously and unquestionably archived, especially for the purposes of a potential inspection by persons authorised to conduct inspections listed in point 16.5 of this Call for bids. The contact person of the Contracting Entity and their contact details are specified in point 1 of this Call for bids.

16.2 The Contracting Entity reserves the right to cancel this contract awarding process, especially for the following reasons:

- none of the tenderers comply with the requirements stated in the Call for bids,
- if the circumstances under which the contract was announced have changed (note that these circumstances the contracting entity is obliged to name and justify the cancellation of the procurement procedure, these circumstances also include a situation where the successful tenderer's price exceeds the contracting entity's maximum financial resources).

16.3 In the event that the required documents are signed by a person other than the owner (*freelancer*), in the case of a natural person, or the statutory body (a managing director or authorised representative, chairman, vice-chairman or member of the board, general partner or any other authorised person according to a Business Register entry or another similar document), in the case of a legal person, it is necessary that part of the bid is a power of attorney proving the authority to sign the required documents by the person who signed them.

16.4 The successful tenderer, with whom a Purchase Agreement shall be concluded, is obliged to provide assistance during a financial inspection, to tolerate the conduct of an inspection/audit related to the supplied goods, services, and building work at any time during the period in which the Contract for the provision of NRFA, which the Contracting Entity intends to conclude with the Provider of NRFA, is valid and in force, by persons authorised to conduct such an inspection/audit, and to provide them with all necessary assistance. Persons authorised to conduct an inspection/audit are mainly:

- a) The Provider and persons authorised by the Provider,
- b) The Internal Audit Function of the Managing or Intermediate Body, and persons authorised by them,
- c) The Supreme Audit Office of the Slovak Republic and persons authorised by it,
- d) The Audit Authority, its cooperating authorities (the Governmental Audit Office), and persons authorised to conduct an inspection/audit,
- e) Authorised representatives of the European Commission and the European Court of Auditors,
- f) The Body for the Protection of the EU's Financial Interests,
- g) Persons invited by the authorities listed in letters a) to f) in accordance with the relevant legislation of the Slovak Republic and EU legislation.

16.5 A Framework Agreement shall be concluded with the successful tenderer, taking into account to the full extent the specific conditions governing the performance of the Agreement under this Call for bids and the description of the Scope of the Contract on the basis of source materials, not containing any conditions which would limit or deny the applicability of the Contracting Entity's requirements, and according to the Purchase Agreement which constitutes a part of this Call for bids.

The Purchase Agreement is subject to modifications in the sense of the requirements of the Provider of NRFA, and the parties undertake to make such modifications (in the event of such a necessity, an amendment to the Purchase Agreement shall be concluded). The Contracting Entity and the successful tenderer may, following a mutual agreement, make changes or amendments to the text of the model Purchase Agreement before its conclusion, but only in cases when this concerns small technical modifications or clarifications and only if these changes or amendments do not contradict the source materials and the bid submitted by the successful tenderer.

Potential necessary modifications to the text of the Purchase Agreement made for the purpose of achieving compliance with the applicable legislation shall not be deemed a discrepancy between the details stated in the source materials and the details stated in the bid submitted by the successful tenderer, if such a discrepancy concerning the period of performance of the Purchase Agreement is discovered.

In the event that there are small changes/modifications (these changes/modifications concern details stated in the Purchase Agreement) between the bid submission deadline and the deadline for signing the Purchase Agreement with the successful tenderer, whether these changes are on the side of the Contracting Entity or the side of the successful tenderer (these are changes such as: a change of directors, a change of contact details, a change of bank details, etc.), and these changes did not have and could not have had any effect on the development or on the result of this contract awarding process, the Contracting Entity or the successful tenderer undertakes to make such changes within the invitation for the conclusion of the Purchase Agreement.

17. CONTENTS OF THE BID

The bid submitted by a potential candidate/tenderer must include the following proofs and documents:

17.1 A filled-in specification of the Scope of the Contract contained in Appendix 1 of this Call for bids, which must be completed according to the listed instructions. The tenderer must indicate that he meets all the requirements for the subject listed in this Appendix, i.e. "YES".

17.2 A filled-in price calculation in accordance with Appendix 2 of this Call for bids, which must be completed.

17.3 Declaration on honour from the tenderer that they have not been banned from taking part in public procurement and that there is no conflict of interest, as listed in Appendix 4, which constitutes an integral part of this Call for bids.

17.4 Declaration on honour of consent with the commercial conditions and the requirements for the Scope of the Contract, as listed in Appendix 5, which constitutes an integral part of this Call for bids.

17.5 Declaration on honour about subcontractors, as listed in Appendix 6, which constitutes an integral part of this Call for bids.

17.6 Proof that the tenderer is entitled to supply the Scope of the Contract. The tenderer shall prove this by submitting a valid extract from the Business Register, a valid extract from the Trade register, or a similar valid document proving the fact that the tenderer is entitled to supply the Scope of the Contract. A document - an extract from the Commercial Register on the Internet (www.orsr.sk or www.zrsr.sk) is also accepted, provided that it contains current data. For the purposes of this point, the contracting authority declares at this point that it will also accept a hypertext link to the relevant register, maintained by a state authority, in the tenderer's offer, if it is still valid at the time of submitting the tender (the tenderer does not have to submit the extract itself under this link).

THE FOLLOWING IS A LIST OF APPENDICES WHICH CONSTITUTE AN INTEGRAL PART OF THIS CALL FOR BIDS:

APPENDIX 1 - SPECIFICATION OF THE SCOPE OF THE CONTRACT

APPENDIX 2 - PRICE CALCULATION

APPENDIX 3 - AGREEMENT

APPENDIX 4 - DECLARATION ON HONOUR FROM THE TENDERER THAT THEY HAVE NOT BEEN BANNED FROM TAKING PART IN PUBLIC PROCUREMENT AND THAT THERE IS NO CONFLICT OF INTEREST

APPENDIX 5 - DECLARATION ON HONOUR OF CONSENT WITH THE COMMERCIAL CONDITIONS AND THE REQUIREMENTS FOR THE SCOPE OF THE CONTRACT

APPENDIX 6 - DECLARATION ON HONOUR ABOUT SUBCONTRACTORS

APPENDIX 1 - SPECIFICATION OF THE SCOPE OF THE CONTRACT

The subject of delivery as part of the contractual research is the production, optimization of the production process, verification-validation and additional research of battery cells, which are based on the previous research of various InoBat Auto chemistry. The subject of development and research will be the most effective combinations of chemical compositions of cells and their application in larger cells, usable in real applications (automotive industry).

The result of the contractual connection will be researched in three phases - **1.)** verification of InoBat's current cell performance (**Chemistry A**) and manufacturing process parameters in the case of mid-size cell (15~33Ah) and scale up to large size (550 mm) cell designs. **2.)** Further optimization of battery cell performance with alternative materials and processes (**Chemistry B**) with mid-size and large size 550 mm cells. **3.)** Additional material screening for further cell chemistry and scale up process development toward **future cell products (Chemistry B+)**.

The ultimate goals of the development phases are:

- to successfully build a 550 mm pouch-cell with dimensions of 548 x 102 x 8.6 mm with a high silicon content in the anode with already researched InoBat chemistry within the so-called HTP cells - 1Ah ("**Chemistry A**"), verification of performance and safety
- successfully build a 550mm 548 x 102 x 8.6mm pouch-cell with experimental chemistry to move the high-silicon technology beyond the current level of InoBat ("**Chemistry B**"), performance and safety verification
- successfully test materials to find B+ chemistry in small (2Ah) and med-size cells for future battery cells

The goal and individual milestones are therefore:

- Establish manufacturing processes for mid-size (15~33Ah) and large size (550mm) cells with Chemistry A.
- Test and verify performance and safety for both size cells with Chemistry A.
- Laboratory screening for chemistry B and B+ in parallel,
- Establish manufacturing processes for Chemistry B and B+ in mid-size cells.
- Test performance and safety of mid-size cell for both Chemistries B and B+.
- Optimize 550mm size cell with either Chemistry B or B+.
- Test performance and safety of optimal 550 mm size cell.
- Pass UN 38.3 and other certificates for optimal 550 mm size cell.

For testing, it is necessary to carry out validation and research in laboratories with appropriate equipment - both personnel and technical. More detailed conditions are given in the Description of the subject of the order.

Name of the Scope of the Contract: Contractual research of 550mm battery cells development

The Pouch Development Campaign (hereinafter "Campaign") will cover the needs of InoBat Auto to verify InoBat's current cell chemistry, design, production processes, and performances, to scale up them from mid-size cell (15~33Ah) cell to large size cell (550 mm), and in parallel, to screen more advanced cell chemistries (and second sources) and develop them into scalable processes for future cell products.

To avoid any doubts, raw materials for the Chemistries (A, B, B+) is to be delivered by InoBat Auto.

Orange path - Verify and Scale Up

Verify InoBat's current cell performance (**Chemistry A**) and manufacturing process parameters in mid-size cell (15~33Ah) and scale up to large size (550 mm) cell designs.

Green path - Optimization

Further optimize cell performance and production with alternative materials and processes (**Chemistry B**) with mid-size and large size 550 mm cells.

Blue path - Future Chemistry and Product Development

Additional material screening for further cell chemistry and scale up process development toward future cell products (**Chemistry B+**)

Contractual research of 550mm battery cells development Duration: 31 months				
Item no.	Item parameter/part	Unit of measurement for the required parameter	Requirements for parameters/description (bidder must meet all required parameters)	Parameters offered by the tenderer
1.	Access to mid-size production line (15~33Ah) incl. mixing/coating/assembly/formation		Yes	Yes/No
1.2	Access to 550mm cell pouch assembly and formation line		Yes	Yes/No
2.	Access to laboratory for IQC test, ad hoc examination, (with the capacity to perform tests as described in the <i>Table 2</i>) Mid-size cell assembly & testing - Chemistry A, B		Yes	Yes/No
3.	550 mm cells testing according to <i>Table 3</i> 550 cell assembly & testing - Chemistry A, B, B+		Yes	Yes/No
4.	Access to laboratory for IQC test, ad hoc examination (<i>Table 4</i>) 1-2Ah cell assembly & testing - Chemistry B, B+		Yes	Yes/No
5.	Technical & Engineering Support (experts) – scope of availability (min. 12400 man-days)		Yes	Yes/No
6.	Operators support – scope of availability (min. 9300 man-days)		Yes	Yes/No
7.	Access to testing equipment by our experts		Yes	Yes/No
8.	Support with UN38.3 (testing house recommendation, contact support)		Yes	Yes/No
9.	Min. 1000 validation tests - 1-2Ah cells		Yes	Yes/No
9.1	Min. 1000 validation tests - 15~33Ah cells		Yes	Yes/No
9.2	Min. 560 validation tests - 550 mm cells		Yes	Yes/No

Table 2 – Expected research (tests) to be performed during the contract period (mid-size cells)

DOE NO.	Description	Validation method
DOE 1.0	Baseline chemistry reproducibility check	- 1C-1C cycling results (capacity retention; ACIR or EIS, DCIR and swelling) – tested together with DOE 1.1
DOE 1.1 Formation	Chemistry A formation process improving: <ul style="list-style-type: none"> • Soaking time • Degassing steps • Different formation and cycling pressure 	Process and Formation raw data (60 cells) <ul style="list-style-type: none"> -Teardowns after production (6 cells) -First round of cycling (100 cycles, 48 cells) -ACIR, DCIR, thickness before and after cycling (48 cells) -Teardowns after cycling (6 cells) -Final cycling 400 cycles (36 cells) -ACIR, DCIR, thickness each 100 cycles (36 cells) -Teardowns after cycling (6 cells)

DOE 1.2 Electrolyte loading	Remaining electrolyte amount influence: <ul style="list-style-type: none"> Different electrolyte loading Anode porosity 	Process and Formation raw data (55 cells) <ul style="list-style-type: none"> -Teardowns after production (5 cells) -First round of cycling (100 cycles, 44 cells) -ACIR, DCIR and thickness before and after cycling (44 cells) -Teardowns after cycling (5 cells) -Final cycling (400 cycles, 33 cells) -ACIR, DCIR, thickness each 100 cycles (33 cells) -Teardowns after cycling (5 cells)
DOE 1.3 Moisture	Moisture influence investigation: <ul style="list-style-type: none"> Active material Carbon black Separator 	Process and Formation raw data (30 cells) <ul style="list-style-type: none"> -Teardowns after production (3 cells) -First round of cycling (100 cycles, 24 cells) -ACIR, DCIR and thickness before and after cycling (24 cells) -Teardowns after cycling (3 cells) -Final cycling (400 cycles, 18 cells) -ACIR, DCIR, thickness each 100 cycles (18 cells) -Teardowns after cycling (3 cells)
DOE 1.4 Electrodes	Different anode parameters: <ul style="list-style-type: none"> n/p ratio mass loading 	Process and Formation raw data (45 cells) <ul style="list-style-type: none"> -Teardowns after production (9 cells) -First round of cycling (100 cycles, 36 cells) -ACIR, DCIR and thickness before and after cycling (36 cells) -Teardowns after cycling (6 cells) -Final cycling (400 cycles, 27 cells) -ACIR, DCIR, thickness each 100 cycles (27 cells) -Teardowns after cycling (6 cells)
DOE 1.5 Comparison and short validation	New build with best choices: <ul style="list-style-type: none"> Combination of best results Short validation New tabs testing 	Process and Formation raw data (58 cells) <ul style="list-style-type: none"> -Teardowns (3 cells) -First round of cycling (100 cycles, 8 cells) -DCIR test before and after cycling (8 cells) -Teardowns after cycling (3 cells) -Final cycling (900 cycles, 6 cells) -ACIR, DCIR, thickness each 100 cycles (6 cells) -Teardowns after cycling (3 cells) Short validation (36 cells): <ul style="list-style-type: none"> -DCIR vs SOC (HPPC-Charge and Discharge) (6 cells) -High temperature testing (6 cells) -Charge rate capability (0.2Cr-10Cr) (6 cells) -Discharge rate capabilities (0.2Cr-10Cr) (6 cells) -Constant Discharge + High Power Pulse + Usable Energy (6 cells) -High C-rate Cycle life (6 cells) -DCIR, rate capability, power pulse (12 cells) -Quality assessments (CT scan) (2 cells)

Table 3 - Expected research (tests) to be performed during the contract period (550 mm tests)

SR No.	Tests	Testing conditions with Jigs (5.0 kgf/cm ²)
Quality Assessment		
1	Weight (g)	No
2	Dimensions (L x W x T)	Both (With and Without)
3	Resistance (ACIR)	Yes
4	Open-Circuit Voltage (OCV)	Yes
5	Visual Inspection	Yes
6	Computed Tomography (CT scan)	No

Performance Tests		
7	OCV vs SOC (Charge and Discharge) @ 25C	Yes
8	OCV vs SOC (Charge and Discharge) @ 45C	Yes
9	DCIR vs SOC (HPPC-Charge and Discharge) @25C	Yes
10	DCIR vs SOC (HPPC-Charge and Discharge) @45C	Yes
11	High temperature testing (Room to 60C)	Yes
12	Low temperature testing (Room to -20C)	Yes
13	Charge rate capability (0.2Cr-10Cr) @ 25C	Yes
14	Discharge rate capabilities (0.2Cr-10Cr) @ 25C	Yes
15	Charge rate capability (0.2Cr-10Cr) @ 45C	Yes
16	Discharge rate capabilities (0.2Cr-10Cr) @ 45C	Yes
17	Constant Discharge + Medium Power Pulse + Usable Energy	Yes
18	Constant Discharge + High Power Pulse + Usable Energy	Yes
19	Low C-rate Cycle life (C/3) @ 25C	Yes
20	Low C-rate Cycle life (C/3) @ 45C	Yes
21	High C-rate Cycle life (1C or 2C) @ 25C	Yes
22	High C-rate Cycle life (1C or 2C) @ 45C	Yes
Storage Testing		
23	Storage @ 60C (4 weeks)	No
24	Storage @ 45C (8 weeks)	No
25	Storage @ 25 (1 year)	No

Safety Tests		
UN DOT 38.3		
26	Pre-conditioning (25cycles)	In accordance with UN38.3
27	T.1. Altitude simulation	In accordance with UN38.3
28	T.2. Thermal test	In accordance with UN38.3
29	T.3. Vibration	In accordance with UN38.3
30	T.4. Shock	In accordance with UN38.3
31	T.5. External short circuit	In accordance with UN38.3
32	T.6. Crush	In accordance with UN38.3
33	T.8 Forced discharge	In accordance with UN38.3
IEC 62660-3: 2022		
34	Short Circuit (External)	In accordance with standards
35	Thermal (Endurance)	In accordance with standards
SAE J2464		
36	Nail Penetration Test	In accordance with standards
37	Arc Test	According to testing institute

Table 4 - Expected research (tests) to be performed during the contract period (1-2 Ah cells)

Test no.	Description	Validation method
Small cell Chemistry B & B+		

1	Cycling test	MLP Cells Cycling (1C-1C, 500 cycles, 25degC + 45degC)
2	HT storage	45degC 8 weeks (10 cells) 60degC 8 weeks (10 cells)
3	Power pulse testing	High C-rate charge/discharge

APPENDIX 2 - PRICE CALCULATION

Name of the Scope of the Contract: Contractual research of 550mm battery cells development

Division of the Scope of the Contract into Parts: no

Name and registered office of the Contracting Entity: InoBat Auto j.s.a.; Dolná 5; 974 01 Banská Bystrica

Tenderer (name and registered office): to be filled in by the tenderer

Registration number: to be filled in by the tenderer

VAT payer: to be filled in by the tenderer (they shall state YES or NO)

Contact person: to be filled in by the tenderer

Contact e-mail address: to be filled in by the tenderer

Contact telephone number: to be filled in by the tenderer

PRICE CALCULATION

Item	Unit	Expected amount	Unit price in EUR excluding VAT	Total value in EUR excluding VAT
Engineers	man-days	12400		
Operators	man-days	9300		
Rent of technology infrastructure supporting of build of MLP (1-2Ah cells)	days	930		
Rent of technology infrastructure supporting of build of 15-33Ah cells	days	930		
Rent of technology infrastructure supporting of build of 550mm cells	days	930		
Validation tests MLP	pcs	1140		
Validation tests 15~33Ah	pcs	1000		
Validation tests 550mm cells	pcs	560		
Total price in EUR without VAT				

I hereby declare that we accept all the requirements of the client and we have included these requirements in the submitted price offer. I confirm that the above stated price corresponds to the prices typical at the given place and time for the complete performance (supply) of the Scope of the Contract.

In on

Name, surname, position, signature, and stamp (if the tenderer uses a stamp)
statutory representative authorised to act in the tenderer’s name or another authorised person or a person empowered to represent the tenderer.

APPENDIX 4 – AGREEMENT

Research and Development Agreement

This Research and Development Agreement (“**Agreement**”) is made by and between:

- (3) **InoBat Auto j.s.a.**, with its seat at Dolná 5, 974 01 Banská Bystrica, Slovak Republic, company identification No. 52 648 192, registered in the Commercial Register of District Court Banská Bystrica, section: Sja, file no.: 17/S (“**Client**”);
- (4) xxxxxxxxxxxxxxxxxxxxxxxxxxx (“**Supplier**”);
(**Client** jointly with the **Supplier** as the “**Parties**” and each individually also as a “**Party**”).

PREAMBLE

- C. The Client is a newly established entity setting up an R&D center in Slovakia for the development and testing of batteries, planning to provide its own customized batteries to the European vehicle manufacturers Client has acquired a non-repayable financial contribution for the implementation of the project named “Construction of a pilot production line for Li-Ion batteries with a research and development center”, Project code ITMS2014+: 313012CAP4 (hereinafter referred to as “**Project**”).
- D. This Agreement is based on results of market research and survey as published at www.partnerskadohoda.gov.sk and sent for bids for various suppliers. This Agreement shall establish a Research&Development relationship based on the needs of the Client in the course of battery chemistry evaluation and testing. This Agreement confirms that the Supplier has any and all laboratory and personnel equipment in order to deliver the scope of this Agreement.

16. SUBJECT MATTER

- 16.1. On the basis of this Agreement and under the conditions agreed therein, the Supplier undertakes to provide Services for Client as specified in Schedule No. 1 (“**Services**”), which forms integral part of this Agreement. Client shall order Services based on his actual needs for any period (week, month or longer).
- 16.2. The scope and specification of the Services are set out in Schedule No. 1. Additional specification and delivery of services is possible based on the instructions given by the Client in writing, verbally, by electronic means or in other suitable form, in the event that it is required by operational needs.
- 16.3. For the provision of the Services Client undertakes to pay the Price, as defined in the Schedule No. 2 of this Agreement. The Price is determined in accordance with the cost principles set out in Schedule No. 2 and reflects all costs for the Services provided.

17. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 17.1. Supplier represents and warrants that the Services shall be performed in accordance with Schedule No. 1 and shall be correct and appropriate for the designated Purpose. Supplier represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Supplier is bound.
- 17.2. The Supplier hereby declares that at the moment of signature of this Agreement, he is registered in the Register of Public Sector Partners of the Slovak Republic in accordance with Act no. 315/2016 Coll. on the register of public sector partners as amended (“**Registration**”).
- 17.3. The Supplier is obliged, prior to the commencement of the provision of the Services, to provide the list of all subcontractors he will use for performance of this Agreement. The Supplier is obliged to list all used subcontractors within the Schedule No. 3, optionally submit a statement that it will not use any subcontractors. All subcontractors with the scope of delivery above € 100.000 shall be subject to registration duty according to this paragraph. The duty to list any subcontractor shall apply to the Supplier in any case when he decides to use a new one during the validity of this Agreement.
- 17.4. Client is obliged to provide the Supplier with the information and other cooperation necessary for the provision of Services.
- 17.5. All the documents, equipment, tools, and information provided to the Supplier remain the exclusive property of the Client; the Supplier is obliged to protect such documents, equipment, tools or information from any damage, loss, destruction, misuse or unauthorized disclosure to third parties, whereby the Client is allowed to use same exclusively in connection with or for the purpose of providing Services.

18. REMUNERATION AND EXPENSES

- 18.1. The Parties have agreed that the Supplier is entitled to remuneration for the provision of Services (“Price”).
- 18.2. The Price, as well as the cost principles on the basis of which it was determined, is contained in Schedule No. 2, which forms an integral part of this Agreement.
- 18.3. The right to payment of the Price arises to Supplier upon proper fulfillment of its obligations, i.e. proper provision of Services. The Price will be invoiced by Supplier on monthly basis and according to scope of services having been delivered for the previous period and in accordance with Schedule No. 2 of this Agreement. The invoice must be accompanied by a signed handover protocol to the delivered Services. To avoid any doubts, this Agreement is a framework agreement and Supplier has no right to request the delivery of the whole scope of the Agreement. Supplier shall be entitled to submit an invoice on shorter basis (unfinished month) if Parties agree so.
- 18.4. The invoice is due within thirty (30) days from its issuance, if it was delivered to the Client at least seven (7) days before its due date.

19. INTELLECTUAL PROPERTY RIGHTS AND LICENSES

- 19.1. Each Party shall retain all rights, titles, and interests in and to its respective Background Technology. “**Background Technology**” as used herein shall mean technology of a Party already existing, known to, developed or reduced to practice, by or for one of the Parties before the effective date of this Agreement, or after the effective date this Agreement, but independent of the provided Services.
- 19.2. To the extent Background Technology of Supplier is necessary in order for Client to use the rights granted to Project Technology (as defined bellow) as set forth in Article 4.3., Supplier agrees to grant and hereby grants to Customer a non-exclusive, worldwide, perpetual, sublicensable, transferable, royalty-free right to use said Background Technology Controlled by Supplier, solely in conjunction with the rights to Project Technology. For clarification, such license rights are sublicensable and transferable only in connection with a sublicense or transfer, as applicable, of the relevant Project Technology, and not alone. “**Controlled**” as used herein means that Supplier has the legal ability to grant a license as provided in this Agreement without violating the terms of any agreement or other arrangement with any third party and without requiring the payment of additional consideration specifically in connection with such grant.
- 19.3. Any other technology (not specified in Article 4.1. and 4.2. above) developed or created during the performance of the Services and all intellectual property rights related thereto and shall be owned exclusively by Customer (“**Project Technology**”). Customer shall therefore be free to fully exploit such Project Technology for all purposes without accounting to the Supplier, for avoidance of any doubt, it shall include any purpose related to the Project at least until the end of the Project’s Sustainability Period and Customer shall be free to transfer any Project Technology or provide it partially or entirely to a third party, while such a license is provided free of charge and unconditionally.
- 19.4. The Parties agreed that Customer has, inter alia, the exclusive right to (1) grant a Project Technology license to a third party and shall have the sole right to collect all royalties and other revenues generated therefrom and (2) establish a lien or other in-rem right to the benefit of a third party.
- 19.5. The Customer shall be responsible, in its discretion, for prosecuting and enforcing any patent applications with respect to any Project Technology. Supplier shall reasonably cooperate, at the expense of the Customer, to take steps as requested by the Customer to prosecute and enforce such intellectual property.
- 19.6. The Supplier undertakes that, without the prior consent of the Customer and without a granted license agreement, it will not file any patent that would contain any information related to Project Technology.
- 19.7. In the event that the Supplier violates the prohibition to file any patent, as stated in point 4.5. of this Agreement, the Supplier agrees that the Customer owns all rights from such a patent and, at the same time, the Supplier undertakes to transfer such patent to the Customer without delay.
- 19.8. The list of authors, manufacturers and subcontractors of the Supplier shall constitute the Annex no. 3 to the Agreement.

20. CONFIDENTIALITY

- 20.1. Either Party including, its affiliates and representatives (“**Discloser**”) may disclose or provide confidential information to the other Party (“**Recipient**”) in connection with this Agreement. Confidential information of Discloser means all non-public information relating to Discloser’s products, technology, finances, costs, forecasts, business, vendors, partners and users that is (a) identified in writing as confidential at the time of disclosure or, if disclosed verbally, is identified as confidential in writing (by email being sufficient) within 30 days of the disclosure, (b) designated as “Confidential Information”, or (c) reasonably understood, given the nature of the information or the circumstances, to be confidential (“**Confidential Information**”).
- 20.2. Recipient will (a) use the Confidential Information of Discloser only to perform its obligations and exercise its rights under this Agreement, (b) protect Discloser’s Confidential Information from their unauthorized use, disclosure or other misuse to the same extent it protects its own trade secret, and (c) not disclose the Confidential Information of Discloser to any third party except to third parties that have a need to know the Confidential Information to perform Recipient’s obligations or exercise its rights. Upon any expiration or termi-

- nation of the Agreement or upon the request of Discloser, Recipient will return or destroy, at Discloser's option, all Confidential Information of Discloser and any copies thereof, except to the extent that Recipient requires such Confidential Information to exercise any surviving rights.
- 20.3. The restrictions on use and disclosure in Art. 5.2. will not apply to information that (a) is or becomes generally available to the public without Recipient's breach, (b) was known to the Recipient at the time of its receipt from Discloser without an obligation of confidentiality with respect to such information owed to Discloser, (c) was rightfully disclosed to Recipient by a third party without an obligation of confidentiality with respect to such information owed to Discloser, or (d) was independently developed by Recipient.
- 20.4. The Parties commit to refrain from utilization of the Confidential Information/documents for any other purpose but for the exercise of their rights and obligations hereof.
- 20.5. Any advertising, announcements, or report publications regarding the Agreement in newspapers, magazines or other public media shall be subject to prior written approval of both Parties, which approval shall not be unreasonably withheld by the Parties.
- 21. REVIEW, AUDIT, ON-SITE VERIFICATION**
- 21.1. The Supplier is obliged to provide co-operation in performing financial review or audit, to tolerate review/audit related to delivered goods, services and works at any time during the validity and effectiveness of the NFC Agreement dated 16.08.2022, which the Client concluded with the NFC provider, by the authorized persons to perform this review/audit and provide them with all necessary cooperation.
- 21.2. The persons authorized to carry out review/audit are mainly:
- (h) NFC provider and its authorized persons;
 - (i) The internal audit department of the Managing Authority or the Intermediate Body and the persons authorized by them;
 - (j) The Supreme Audit Office of the Slovak Republic and its authorized persons;
 - (k) Audit authority, its cooperating bodies (Government Audit Office) and persons authorized to perform review/audit;
 - (l) Authorized representatives of the European Commission and the European Court of Auditors;
 - (m) The body ensuring the protection of the EU's financial interests;
 - (n) Persons invited by the authorities referred to in a) to g) in accordance with the applicable laws of the Slovak Republic and EU legal regulations.
- 22. TERMINATION**
- 22.1. Either Party may terminate this Agreement in the event the other Party materially breaches or defaults in the performance of any of its material obligations hereunder, and such breach or default continues for sixty (60) days after written notice thereof was provided to the breaching Party by the non-breaching Party. Any termination shall become effective at the end of such sixty (60) day period unless the breaching Party (or any other Party on its behalf) has cured any such breach or default prior to the expiration of the sixty (60) day period.
- 22.2. If voluntary or involuntary proceedings by or against a Party are instituted in bankruptcy under any insolvency law, or a receiver or custodian is appointed for such Party, or proceedings are instituted by or against such Party for corporate reorganization, dissolution, liquidation or winding-up of such Party, which proceedings, if involuntary, shall not have been dismissed within sixty (60) days after the date of filing, or if such Party makes an assignment for the benefit of creditors, or substantially all of the assets of such Party are seized or attached and not released within sixty (60) days thereafter, the other Party may immediately terminate this Agreement effective upon notice of such termination.
- 22.3. Articles 4, 5, 6, 8 and 9 shall survive the expiration or termination of this Agreement for any reason.
- 23. APPLICABLE LAW AND JURISDICTION**
- 23.1. This Agreement as well as rights and obligations explicitly not regulated by this Agreement shall be governed by the applicable provisions of Slovak Laws with the exclusion of any conflict-of-laws rules.
- 23.2. Should during the validity of this Agreement any dispute or controversy arise between the Parties, the Parties undertake to take their best efforts in order to settle the dispute amicably.
- 23.3. Should the Parties despite their efforts pursuant to Article 8.2. fail to reach a settlement within sixty (60) days from the day of commencement of the amicable negotiations, and such dispute and/or claim may be, decided in arbitration, any dispute and/or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the "Rules"), which Rules are deemed to be incorporated by reference into this Article 8.3. The number of arbitrators shall be three. The seat, or legal place, of the arbitration shall be Vienna, Austria. The language to be used in the arbitration shall be English. The Emergency Arbitrator Provisions as well as the Expedited Procedure Provisions shall not apply.

24. ENTIRE AGREEMENT

- 24.1. This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior correspondence and negotiations whether oral or in writing, which took place prior to the execution of this Agreement.

25. INTERPRETATION

- 25.1. All references to articles refer to the articles of this Agreement, unless expressly indicated otherwise. The defined expressions starting with capital letter in singular form include also plural and vice versa unless the context requires otherwise.
- 25.2. Should any of the provisions hereof be or become invalid and/or unenforceable, the validity and enforceability of the Agreement shall not be affected. The Parties undertake to replace any such invalid and/or unenforceable provision with such valid and/or enforceable provision corresponding to the largest extent possible to the intended (economic) purpose of the provisions to be replaced.

26. MISCELLANEOUS

- 26.1. Any changes and amendments hereof may be made solely with the consent of both Parties in writing. Same applies to the agreement on the non-application of the written form requirement.
- 26.2. The Parties undertake to provide each other with necessary cooperation in order to achieve the goals envisaged by the Agreement, as well as to perform the rights and obligations stipulated herein. Each Party is obliged to notify the other Party without undue delay of any circumstances, which may hinder or frustrate the performance of the Party's obligations under this Agreement.
- 26.3. Each Party is obliged to inform the other Party without undue delay of any change of the registered place of business or delivery address, phone number, bank account number, as well as other information, which may be relevant for proper performance under this Agreement.
- 26.4. Only the rights and licenses granted pursuant to the express terms of this Agreement, or a separate written agreement between the Parties, shall be of any legal force or effect. No license or other rights shall be created by implication, estoppel or otherwise.
- 26.5. Without the prior written consent of the other Party, Supplier and Customer (for itself and on behalf of its Affiliates) both agree that they will not, during the term of this Agreement and for a period of one (1) year thereafter, recruit or solicit employment of any personnel of the other Party or employ any personnel of the other Party.

27. NOTICES

- 27.1. Any and all notices, demand or other communication to be given under this Agreement must be in writing and delivered by registered mail or courier with an electronic copy by email to the addresses designated below:
- (c) **For Supplier:** address: [●], attn: [●], title: [●], email: [●], telephone: [●]
- (d) **For Customer:** address: Savoy 6, ul. Mostova 6, 811 02 Bratislava, Slovak Republic, attn: Marian Bocek, title: Chairman of the Board, email: legal@inobat.eu

28. ASSIGNMENT

- 28.1. Neither Party is entitled to assign or otherwise transfer any rights or obligations arising hereof, including any claims, without prior written consent of the other Party.
- 28.2. The limitation stipulated in Art. 13.1. hereof does not apply to the transfer or assignment of rights and obligations of the /lient to its subsidiaries or other persons personally or economically affiliated therewith.
- 28.3. All rights and obligations arising from this Agreement shall bind any legal successors of the Parties; should the rights and obligations not pass on to the successors automatically, the Parties undertake to assign same to their respective legal successors.

29. CLOSING PROVISIONS

- 29.1. This Agreement enters into force and becomes effective as of the date of its signature by both Parties and, unless terminated earlier as provided in Article 7, shall continue in full force and effect for a period of [31] months.
- 29.2. The Agreement is executed in two (2) counterparts, whereby each Party retains one (1) signed counterpart.
- 29.3. Parties have read the Agreement and agree with the terms and conditions stipulated herein; in witness whereof, the Parties attach their signatures.

30. SCHEDULES

Schedule No. 1 – Scope of the Agreement – List of Services

Schedule No. 2 – Price of Services


Schedule No. 3 – The List of Authors, Manufacturers and Subcontractors

In Bratislava, on _____

InoBat Auto j.s.a.
Marián Boček
Chairman of the Board

InoBat Auto j.s.a.
Vazil Hudák
Member of the Board

In Bratislava, on _____



APPENDIX 4 - DECLARATION ON HONOUR FROM THE TENDERER THAT THEY HAVE NOT BEEN BANNED FROM TAKING PART IN PUBLIC PROCUREMENT AND THAT THERE IS NO CONFLICT OF INTEREST

DECLARATION ON HONOUR FROM THE TENDERER THAT THEY HAVE NOT BEEN BANNED FROM TAKING PART IN PUBLIC PROCUREMENT AND THAT THERE IS NO CONFLICT OF INTEREST

The Tenderer:

(Company name and registered office/place of business of the tenderer)

who is submitting a bid within the context of the Call for bids announced by the Contracting Entity **InoBat Auto j.s.a., Dolná 5, 974 01 Banská Bystrica**, for the Scope of the **Contract “Contractual research of 550mm battery cells development”**:

I declare on my honour that

I have not been banned from taking part in public procurement by a final decision in the Slovak Republic or in the country of registered office, place of business, or habitual abode

and

in relation to this contract awarding process, I confirm an absence of conflict of interest in that I:

- a) have not conducted and shall not conduct any activities towards any person on the side of the Contracting Entity who is or might be an interested person which could lead to preferential treatment of a tenderer in this contract awarding process,
- b) have not provided and shall not provide any financial or material advantage as motivation or reward related to this contract awarding process to any even potentially interested person, whether directly or indirectly,
- c) shall immediately inform the Contracting Entity of any situation which is considered to constitute conflict of interest or which could lead to conflict of interest at any time during this contract awarding process.

In, on

Name, surname, position, signature, and stamp *(if the tenderer uses a stamp)*
statutory representative authorised to act in the tenderer’s name or another authorised person or a person empowered to represent the tenderer

APPENDIX 5 - DECLARATION ON HONOUR OF CONSENT WITH THE COMMERCIAL CONDITIONS AND THE REQUIREMENTS FOR THE SCOPE OF THE CONTRACT**DECLARATION ON HONOUR OF CONSENT WITH THE COMMERCIAL CONDITIONS AND THE REQUIREMENTS FOR THE SCOPE OF THE CONTRACT**

The Tenderer:

(Company name and registered office/place of business of the tenderer)

who is submitting a bid within the context of the Call for bids announced by the Contracting Entity **InoBat Auto j.s.a., Dolná 5, 974 01 Banská Bystrica**, for the Scope of the Contract **“Contractual research of 550mm battery cells development“**:

I declare on my honour that

I fully consent to the commercial conditions stated in the Purchase Agreement, which constitutes an integral part of this Call for bids including its Appendices, as well as to the requirements for the Scope of the Contract stated in the Call for bids.

In, on

Name, surname, position, signature, and stamp *(if the tenderer uses a stamp)*
statutory representative authorised to act in the tenderer's name or another authorised person or a person empowered to represent the tenderer

APPENDIX 6 - DECLARATION ON HONOUR ABOUT SUBCONTRACTORS

DECLARATION ON HONOUR ABOUT SUBCONTRACTORS

The Tenderer:

(Company name and registered office/place of business of the tenderer)

who is submitting a bid within the context of the Call for bids announced by the Contracting Entity **InoBat Auto j.s.a., Dolná 5, 974 01 Banská Bystrica**, for the Scope of the Contract “**Contractual research of 550mm battery cells development**“:

I declare on my honour that

a) During the performance of the stated Scope of the Contract, I shall not award any part of the Contract to subcontractors and I shall perform the whole Scope of the Contract with my own capabilities.

OR (the tenderer chooses either option a) or option b), depending on which one is applicable in their case)

b) I intend to award the performance of a part of the Contract to the following subcontractors, whose list is complete in such a way, that together with the capacities of the tenderer, the Scope of the Contract can be properly and completely performed under the given conditions, and this cooperation has been consulted with the listed subcontractors both in terms of the conditions of the performance, as well as in terms of the submitted proposal for the fulfilment of the price criterion.

List of subcontractors:

Name, registered office, and registration number of the subcontractor	Person authorised to act in the name of the subcontractor, name and surname	Subject of the subcontract	Share of the subcontract within the whole Scope of the Contract in EUR excluding VAT or in %

(The tenderer shall use as many lines of the table as are necessary for the number of subcontractors)

I am aware of the legal consequences of a false statement concerning the matters stated in the previous paragraphs.

In on

Name, surname, position, signature, and stamp *(if the tenderer uses a stamp)*
statutory representative authorised to act in the tenderer’s name or another authorised person or a person empowered to represent the tenderer