

AMENDMENT NO. 1
TO THE SALES AGREEMENT DATED 22ND APRIL 2020
(THE "AMENDMENT")

ENTERED INTO ON 17TH JUNE 2020 BY AND BETWEEN THE FOLLOWING PARTIES:

(1) **Ministry of Foreign Affairs and Trade**, with its seat at Bem rakpart 47, Budapest 1027, Hungary, TAX ID number: 15311351-1-41, duly represented by Dr. Csaba Balogh, Minister of State

(the "Customer")

and

(2) **ProFound Bratislava, s.r.o.**, a company organized under the laws of the Slovak Republic (European Union), with its registered seat at Osadná 2, 831 03 Bratislava, Slovak Republic, company identification number: 50 044 818, registered in the Business Register of the District Court Bratislava I, registration number: Sro 107198/B, duly represented by Mrs. Beatrica Ličáková, Managing Director

(the "Supplier")

(The Customer and the Supplier jointly as the "Parties" and individually as the "Party")

WHEREAS:

- (A) The Parties concluded Sales Agreement dated 22nd April 2020 (the "Agreement") subject of which is the sale and purchase of Ventilators VG70 (the "Ventilators VG 70").
- (B) The Supplier is an experienced and proved supplier of medical products used in pandemic combat of virus COVID19 including also of Ventilators SH300 (invasive ventilators) specified in Schedule 3 to this Amendment (the "Ventilators SH300"; Ventilators VG 70 and Ventilators SH 300 together as the "Goods").
- (C) In addition to the subject matter of the Agreement, the Customer is interested in the purchase of the Ventilators SH300 from the Supplier.
- (D) Based on the Customer's interest, the Parties wish to (i) specify certain rights and obligations in addition to their will formulated in the Agreement, and (ii) confirm deliveries of the Goods made to date of this Amendment.
- (E) Unless stated otherwise in this Amendment (i) the capitalized terms and definitions used herein have the same meaning as ascribed to them in the Agreement and (ii) the interpretation rules agreed upon in the Agreement shall be used also in this Amendment.

IT IS THEREFORE AGREED AS FOLLOWS:

1 SUBJECT MATTER OF THE AMENDMENT

1.1 The Supplier shall sell to the Customer and the Customer shall purchase from the Supplier the following total volume of the Goods:

No.	Type of ventilator	Quantity in pcs	Unit price EUR	Value in EUR
1	VG70	300	78.000	23.400.000
2	SH300	814	67.000	54.538.000
TOTAL		1114		77.938.000

1.2 For the avoidance of any doubt, the Parties confirm that the Goods shall be delivered in the following batches:

Overview of delivered 1st batch of ventilators (the "Batch 1"):

No.	Type of ventilator	Quantity in pcs	Unit price EUR	Value in EUR
1	SH300	300	67.000	20.100.000
TOTAL		300		20.100.000

Overview of 2nd batch of ventilators to be delivered (the "Batch 2"):

No.	Type of ventilator	Quantity in pcs	Unit price EUR	Value in EUR
1	VG70	300	78.000	23.400.000
2	SH300	514	67.000	34.438.000
TOTAL		814		57.838.000

- 1.3 The Supplier scheduled 2 aircrafts for delivery of contracted Batch 1 to Budapest International airport. Flight schedule for these aircrafts is stated in Part (A) of Schedule 1.
- 1.4 The Customer scheduled 2 aircrafts for delivery of contracted Batch 2 to Budapest International airport. Flight schedule for these aircrafts is stated in Part (B) of Schedule 1.
- 1.5 The Parties confirm that aircraft costs related to the delivery of the Goods from airport TSN (China) to airport BUD (Hungary) shall be covered by the Supplier.
- 1.6 In order to clarify payment obligations under the Agreement amended by this Amendment in relation to the Batch 1 and Batch 2, it is agreed that:
- (a) 85% advance payment for the 1st batch of Ventilators VG70 as agreed in the total amount of EUR 19.890.000 (sum of 1st instalments of EUR 18.780.000 and 2nd instalment of EUR 1.100.000) pursuant to Clause 2.2(a)(i) of the Agreement (the "Advance Payment") shall be used for the payment of the Batch 1 purchase price. The difference between the Batch 1 purchase price and the Advance Payment in the amount of EUR 210.000 (in words – two hundred and ten thousand EUR only) (the "Difference") shall be settled between the Parties on basis of the mutual set-off to be agreed upon within the payment of 15% final balance for the Batch 2 under Clause 2.2(a)(ii) of the Agreement (the "Final Balance").
 - (b) Apart from the Difference, the Final Balance shall also reflect deduction in total value of EUR 161.420 consisting of:
 - (i) EUR 62.000 – difference of delivered Goods in 2 batches vs budget 78.000.000 EUR;
 - (ii) EUR 99.420 – 50% of initial cargo costs, as per the official letter of the Supplier dated May 1st 2020 attached in Schedule 2, in the amount of USD 112.215 (exchange rate 1.12 EUR/USD).
 - (c) 15% final balance for the 1st batch of Ventilators VG70 as agreed in the total amount of EUR 3.510.000 pursuant to Clause 2.2(a)(i) of the Agreement shall be used for the payment of the Ventilators SH300 within the Batch 2.
 - (d) Further payment terms in relation to the remainder of the Batch 2 shall be agreed upon by the Parties based on the Customer's advance payments set out in Clause 2.2(ii) of the Agreement.
 - (e) The Customer pays the remaining amount (EUR 8 028 580) within 8 days of the arrival of the remaining products and the issued pro-forma invoice about the delivery.
- 1.7 Unless not specified otherwise in this Amendment, the rights and obligations of the Parties agreed in the Agreement (in particular relating to Ventilators VG70) shall apply *mutatis mutandis* also to the sale and purchase of Ventilators SH300.

2 GOVERNING LAW AND DISPUTE RESOLUTION

- 2.1 Hungarian law shall govern this Amendment and all non-contractual obligations between the Parties in relation to this Amendment.
- 2.2 The Parties agree to use their best efforts to settle any dispute arisen under or in connection with this Amendment (the “Dispute”) amicably. If the Parties fail to resolve a Dispute amicably, the Dispute, including the issues of validity, interpretation, settlement or termination of the rights stemming from this Amendment, shall be referred to a Hungarian court having the subject matter jurisdiction

3 FINAL PROVISIONS

- 3.1 This Amendment shall become valid and effective upon its signing by all Parties and it shall be binding upon their successors as well.
- 3.2 The Schedules to this Amendment form its integral part. This Amendment has the following Schedules:
- Schedule 1: Flight Schedule
- Schedule 2: Official Letter
- Schedule 3: Specification of Ventilators SH 300
- 3.3 This Amendment may be executed in two (2) counterparts in English language. This has the same effect as if the signatures on the counterparts were on a single copy of this Amendment.

The Parties hereby expressly acknowledge that they enter into this Amendment as their free act and deed, in witness whereof they attach their respective signatures hereunto.

SIGNED BY AUTHORIZED REPRESENTATIVES:

SUPPLIER

CUSTOMER

Name: Mrs. Beatrica Ličáková
Function: Managing Director

Name: Dr. Csaba Balogh
Function: Minister of State
Ministry of Foreign Affairs and Trade



FINANCIAL COUNTERSIGNATURE:

LEGAL COUNTERSIGNATURE: *og. 17.*

Name: András Magyar
Function: Department for Financial
Administration of Foreign Missions
Ministry of Foreign Affairs and Trade

Name: dr. Attila Vécsei
Function: Head of Legal Department
Ministry of Foreign Affairs and Trade

