

**AGREEMENT NO. 5**  
**FOR THE AMENDMENT TO THE CONTRACT OF 'DEVELOPMENT AND INSTALLATION OF THE**  
**INFORMATION SYSTEM FOR MANAGEMENT OF ENERGY BALANCE AND ADDITIONAL SERVICES'**  
**NO. 22VP-SUT-166 OF 29<sup>TH</sup> JUNE, 2022**

\_\_\_\_\_ of August 2025, Vilnius, No.

**LITGRID AB** (hereinafter – **Buyer**), the company incorporated and operating in accordance with the laws of the Republic of Lithuania, legal entity code 302564383, registered office address Karlo Gustavo Emilio Manerheimo Str. 8, LT-05131 Vilnius, data about the company are collected and stored in the Register of Legal Entities of the Republic of Lithuania, re

**UNICORN SYSTEMS A. S.** (hereinafter – **Seller No. 1**), legal entity code 25110853, registered office address V Kapslovne 2767/2, Praha 3, 13000, Czech Republic, data about the company is collected and stored in the Commercial Register maintained by the Municipal Court in Prague, section B, insert 4579, represented by  
acting in accordance with company's Articles of Association,  
and

**UNICORN MARKET SYSTEMS A. S.** (hereinafter – **Seller No. 2**), legal entity code 21941751, registered office address V Kapslovne 2767/2, Praha 3, 13000, Czech Republic, data about the company is collected and stored in the Commercial Register maintained by the Regional Court in Prague, section B, insert 29047, represented by  
the Board of Directors, acting in accordance with company's Articles of Association, on the other part,

hereinafter the Buyer and the Seller No. 1 and the Seller No. 2 altogether are referred to as the Parties, and each separately – as the Party,

**WHEREAS:**

- a) on the 29<sup>th</sup> of June 2022, Parties have entered into the "Development and installation of the information system for management of energy balance and additional services" Contract No. 22VP-SUT-166 (hereinafter – **Contract**);
- b) On the 14<sup>th</sup> of March 2025, the Seller No. 1 has submitted a notification to inform that the Seller No. 1 is undergoing an organizational change: as result of the spin-off by merger pursuant to Czech Law, Section 243(1)(b)(2) of Act No. 125/2008 Coll. On transformations, the contracts listed in Annex No. 1- List of Contracts (including related amendments) shall be transferred to the company (or companies) specified in the same annex.
- c) On the 14<sup>th</sup> of July 2025, the Seller No. 1 has submitted a notification to inform that as of 14 July 2025, the corporate transformation of Unicorn Systems a.s., in the form of a spin-off by merger, became effective. This transformation was carried out pursuant to Section 243(1)(b)(2) of Act No. 125/2008 Coll., on Transformations of Commercial Companies and Cooperatives, as amended. As a result of this transformation, certain contractual relationships of Seller No. 1 were, as of the above date, transferred to the successor company Seller No. 2.
- d) On the 18<sup>th</sup> of August 2025, the Seller No. 1 has submitted a letter with all relevant documents to demonstrate the Seller's No 2 compliance with the requirements in the Contract, including Procurement requirements.
- e) In accordance with Clause 5.8.2 of the General Conditions of the Contract, the Seller has no right to transfer its rights and/or duties arising from the Contract to third persons without written consent of the Buyer. If the Seller violates this requirement, the Seller and the third person, who has taken over its rights and duties, shall have solidary liability to the Buyer. The violation of this condition shall be considered an essential violation of the Contract.
- f) The Seller No. 2 shall take over the performance of the Contract and ensure the proper fulfilment of the obligations assumed under the terms and conditions of the Contract and their continuity in full.

- g) Clause 4.2.1 of the General Conditions of the Contract provides that the Contract may be amended by written agreement of the Parties if this does not contradict to the procedure described in the Law on Public Procurement /Law on Procurement.
- h) In accordance with Article 97(1)(4)(b) of the Law on Procurement, a procurement contract may be amended during its term without conducting a new procurement procedure in accordance with this Law when the party to the procurement contract with which the contracting entity has concluded the contract is replaced by a new party to the contract due to the reorganization of the original supplier, including merger and division, separation or bankruptcy proceedings, the rights and obligations of the original supplier are taken over in whole or in part by another supplier who meets the qualification requirements set out in the procurement documents. Such a change of supplier may not result in other substantial changes to the contract and may not be intended to circumvent the application of this law. After evaluation of the abovementioned documents (provided by the Seller No. 1 and Seller No. 2), regarding the Seller's No. 2 accountability to the requirements set out in the Procurement documents, the Buyer established that the current state of the Seller No. 2 corresponds with the requirements set out in the Procurement documents.
- i) By signing this agreement on the amendment to the Contract, the Buyer consents to such amendment of the Contract, by which the Seller No. 1 transfers its rights and/or duties arising from the Contract to the Seller No. 2.

**the Parties have entered into this Agreement on the amendment to the Contract (hereinafter – the Agreement), whereby they have agreed:**

1. To change the Contract by changing the Seller from the Seller No. 1 to the Seller No. 2:

**SELLER: UNICORN MARKET SYSTEMS A. S.**

Data about a person is collected in Commercial Register maintained by the Municipal Court in Prague

Address: V Kapslovne 2767/2, Praha 3, 13000

Company code: 21941751

VAT code: CZ699004029

Account No. 131-3383560227

Bank: Komerční banka, a.s

Bank code: /0100

Tel. No. +420221400111

E-mail: info@unicorn.com

2. The Seller No. 1 acknowledges and confirms that the Buyer has paid all outstanding invoices payable under the Contract and that the Seller No. 1 shall not have any claims against the Buyer in connection with the payments under the Contract.
3. The Seller No. 2 shall, no later than within 10 business days from the effective date of this Agreement, submit to the Buyer an amendment to guarantee No. 2204029029 issued by Komerční banka a.s.
4. The Agreement shall enter into force from the moment of entry therein and shall become an integral part of the Contract.
5. Other terms of the Contract are not changed, and they shall remain valid in their entirety.
6. The Agreement has been signed with the qualified electronic signatures of the Parties.
7. Annexes to the Agreement are an integral part of this Agreement. The following documents are enclosed to the Agreement:
  - 7.1. Seller's 14<sup>th</sup> of March 2025 notification.
  - 7.2. Seller's 14<sup>th</sup> of July 2025 notification.
  - 7.3. Seller's 18<sup>th</sup> of August 2025 letter with supporting documents.

**BUYER:**

**SELLER NO. 1:**

**SELLER NO. 2:**

Dear Business Partner,

We would like to inform you of the following changes concerning the concluded contracts listed in the list of contracts attached to this letter.

In connection with the growth of Unicorn Systems a.s. and the increasing emphasis on ensuring the highest expertise and quality of the services offered, Unicorn Systems a.s. is undergoing organizational changes enabling a more efficient structure and better product specialization for individual fields of activity. Last year, four new joint stock subsidiaries were established to focus on priority segments in line with our strategy. A press release detailing the event is attached to this letter. We are currently undertaking a transformation project to separate the relevant parts of the business from the parent company Unicorn Systems Inc. and subsequently merge them with the corresponding subsidiary.

As a result of the spin-off by merger pursuant to Czech Law, Section 243(1)(b)(2) of Act No. 125/2008 Coll. on transformations, the contracts listed in *Annex No. 1 – List of Contracts* (including related amendments) shall be transferred to the company (or companies) specified in the same annex.

As these are long-planned organisational changes, which are only of a formal nature without any actual impact on the contracts already concluded, all mutual benefits will remain in full and unchanged.

Your contractual partner after the transformation will become the company (or companies) specified in *Annex No. 1 – List of Contracts*, as the legal successor of the parent company Unicorn Systems a.s., which will remain in the position of 100% owner. The transfer of all contractually agreed rights and obligations takes effect by operation of law, requiring no further legal action on your part. After the registration of the transformation project in the commercial register, it is sufficient to introduce the successor companies into your internal systems, assign them to the existing contracts and, if necessary, arrange for the adjustment of the billing process that will now take place with respect to the successor companies.

We will provide you with a written notification as soon as the exact effective date of the transformation is confirmed.

If you need additional information, please do not hesitate to contact us.

In Prague, 14.3.2025

Yours sincerely

## 1. Annex - List of contracts

(LITGRID)

Contract number USY / Partner	Name of the contract	Closure date	Successor company
C12230338/	Application Operation Support Contract for ECP/EDX	10.07.2023	Unicorn Grid Systems a.s., V Kapslovně 2767/2, Žižkov, 130 00 Praha 3, IČO: 21941343, DIČ: CZ699004029
C12211277/	Energy Balance and Ancillary Services Management Information System establishment and installation	29.07.2022	Unicorn Market Systems a.s., V Kapslovně 2767/2, Žižkov, 130 00 Praha 3, IČO: 21941751, DIČ: CZ699004029

## 2. Unicorn Systems establishes four new companies

Unicorn Systems, a renowned group of companies providing extensive information systems, continues to grow and expand its activities across various business segments and regions. To remain successful in delivering top IT solutions, meet client demands, and prepare for further growth, it is expanding its organizational structure to include Unicorn Market Systems a.s., Unicorn Grid Systems a.s., Unicorn Business Systems a.s., and Unicorn Cloud Systems a.s., which will focus on providing products and services to specific customer segments.

Unicorn Systems is a renowned group of companies providing **extensive information systems** and solutions in the area of information and communication technologies. We have been **active on the market since 1990** and since then we have created a great number of complex and top-class solutions that are **used among the most significant companies** from various industries. We pride ourselves on the best references from the area of banking, insurance, energy and utilities, communications and media, manufacturing, commerce and public administration.

**The long-term growth of Unicorn Systems** is based on the **high added value** and competitive advantage of the solutions and services provided to customers. We successfully expand our client portfolio throughout Europe and beyond.

Unicorn Systems continues to grow and **expand its business activities** in business segments, geographic territories, and the products and services provided. Customers consistently appreciate the high added value of both already established products and services, as well as new ones, as **Griffin for the energy sector** or solutions and services utilizing **cloud technologies and AI**.

As the portfolio of clients and solutions expands, so too do the requirements for **specialized product expertise** and teams with **business knowledge** of specific industry segments, **technological know-how**, and an understanding of **local regulations** and specifications. Each industry segment imposes specific requirements on the **security and certification** of products, specialists, and delivery processes.

To maintain the quality of its solutions throughout its nearly 35 years in the IT solutions market, Unicorn Systems continuously expands and optimizes its organisational structure. To remain successful in **providing top-class IT solutions, meet client requirements**, and be ready for further growth, Unicorn Systems is **expanding its legal structure** by establishing Unicorn Market Systems a.s., Unicorn Grid Systems a.s., Unicorn Business Systems a.s., and Unicorn Cloud Systems a.s., which will focus on delivering products and services to defined customer segments.

### Unicorn Market Systems a.s.

Unicorn Market Systems focuses on providing cutting-edge IT solutions and services for **energy markets** and all their participants, including **traders, distributors, and aggregators**. We ensure the organization of energy markets at both **international and national levels**, offer comprehensive support for energy commodity trading, and develop solutions that support the transformation of European energy towards **sustainability and carbon neutrality**.

### Unicorn Grid Systems a.s.

Unicorn Grid Systems focuses on providing top IT solutions and services for **energy grid operators**. We leverage the latest technologies and advanced architecture to **digitalize transmission and transportation networks**, creating **digital twins of grid infrastructure**. Our products plan, model, analyze, and optimize energy systems to ensure **optimal investment allocation, efficient operations, reliable management, and minimal carbon footprint**.

### Unicorn Business Systems a.s.

Unicorn Business Systems focuses on providing top-tier IT solutions and services for the **digitalization of banks, insurance companies, telecommunications, industry, commerce, and public administration**. We design, implement, and operate information systems that enable our clients to gain a competitive advantage through innovation and modern technologies that support their business. We help accelerate and optimize processes, manage digital transformation, and increase customer and employee satisfaction.

### Unicorn Cloud Systems a.s.

Unicorn Cloud Systems focuses on innovative information systems and secure cloud infrastructure. We guide clients on their **journey to the cloud** and optimize their systems for **efficient operation in the cloud**. Our modern **enterprise and geoinformatics information systems** enable teams to collaborate, plan, and manage information effectively. As a trusted partner in **information security**, we ensure the confidentiality, availability, and integrity of their key assets.

The individual subsidiary companies will provide services to clients according to their specific focus. New contracts will already be delivered under the new structure, with the reorganization set to be completed by January 1, 2025. From that date, all activities will be included into the new legal structure to meet the highest standards of quality for the offered services and products.

Dear Business Partner,

We would like to follow up on our previous letter, in which we informed you of the planned spin-off of a part of Unicorn Systems a.s. and its merger with a subsidiary company.

We hereby inform you that, as of 14 July 2025, the corporate transformation of Unicorn Systems a.s., in the form of a spin-off by merger, became effective. This transformation was carried out pursuant to Section 243(1)(b)(2) of Act No. 125/2008 Coll., on Transformations of Commercial Companies and Cooperatives, as amended.

As a result of this transformation, certain contractual relationships of Unicorn Systems a.s. were, as of the above date, transferred to the successor company Unicorn Market Systems a.s., Company ID No. 21 941 751, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 29047.

In your case, this concerns contracts concluded prior to 31 December 2024, which we have already informed you about, and which are listed in *Annex No. 1* to this letter. In addition, *Annex No. 2* contains any contracts concluded between 1 January 2025 and the effective date of the transformation. If no such contracts were entered into during this period, *Annex No. 2* is left blank.

All rights and obligations arising from these contracts have been transferred in full to Unicorn Market Systems a.s. The contractual relationships remain unaffected and shall continue under the same terms and conditions.

No further action is required from your side in connection with this transformation, with the exception that, from the effective date onward, all invoices and correspondence should be addressed directly to the successor company Unicorn Market Systems a.s. Any invoices issued by us after the effective date will be issued on behalf of the successor company Unicorn Market Systems a.s.

Should you have any questions or require further information, please do not hesitate to contact us at any time.

In Prague, 14.7.2025

Kind regards

## 1. Annex No.1 – Contracts concluded prior 31 December 2024

<b>Contract number USY / Partner</b>	<b>Name of the contract</b>	<b>Closure date</b>
C12211277/	Energy Balance and Ancillary Services Management Information System establishment and installation	29.07.2022

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## 2. Annex No.2 – Contracts concluded after 31 December 2024

Contract number USY / Partner	Name of the contract	Closure date

## SPECIALIST LIST FORM

Table No. 1

No.	Functions performed in the project	Name Surname, The employer's title	The precise point of the qualification requirement of Table 2 of Clause 3.1 of the SPC	RELEVANT SPECIALISTS WORK EXPERIENCE:			
				Contact details of the employer	Start and end dates of the work	Job title	Description of relevant work experience
1.	Specialist No. 1 - Project Manager:		2.2 p.		2021 - now	Project manager	<p><i>Previous role: Product manager, Scrum Master, Project manager</i></p> <ul style="list-style-type: none"> <li>responsibility for project outputs</li> <li>leadership to a dedicated team</li> <li>definition and meeting anticipated extent, quality, quantity, budget, and schedule of solution</li> <li>sprint management</li> </ul>
2.	Specialist No. 3 - Programmer (first Specialist )		4.2 p.		2012 - 2017 2021 - now	Developer	<ul style="list-style-type: none"> <li>implementation of backend functionality</li> <li>preparation of design</li> <li>unit testing</li> <li>configuration management</li> </ul>

	Specialist No. 3 - <b>Programmer</b> (third Specialist )		4.2 p.		2017 - now	<b>Analyst</b>	<ul style="list-style-type: none"> <li>• communication with the Customer</li> <li>• review of the new requirements</li> <li>• metadata modelling</li> <li>• implementation and testing of the change requests</li> <li>• maintenance of project documentation</li> </ul>
3.	Specialist No. 4 - <b>Analyst</b> (first Specialist )		5.2 p.		2014 - now	<b>Analyst</b>	<ul style="list-style-type: none"> <li>• analysis and preparation of detailed design</li> <li>• active requirements management</li> <li>• communication with client</li> <li>• assigning work to the development team</li> <li>• support of internal and external tests, participation in the preparation of test scenarios</li> </ul>
	Specialist No. 4 - <b>Analyst</b> (second Specialist )		5.2 p.		2013 - now	<b>Analyst</b>	<ul style="list-style-type: none"> <li>• management of the analytical team</li> <li>• preparation of functional specification</li> <li>• analysis of functional requirements</li> <li>• creation of technical designs</li> </ul>
	Specialist No. 5- <b>Tester</b> (second Specialist )		6.2 p.		2017 - now	<b>Tester</b>	<ul style="list-style-type: none"> <li>• testing of defined scenarios according to requirements</li> <li>• functional and non-functional testing</li> </ul>

									<ul style="list-style-type: none"> <li>• performance testing</li> <li>• stress tests</li> </ul>
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Table No. 2

No.	Functions performed in the project	Name surname, company	The precise point of the qualification requirement of Table 2 of Clause 3.1 of the SPC	RELEVANT SPECIALISTS EXPERIENCE IN PROJECTS:						
				Name, date and number of the project ) (if any) (contract on the basis of which the project preparation was carried out)	Exact start and end date <sup>1</sup> of the project (contract on the basis of which the project was carried out)	Customer (service recipient), his contact details	Short description of the project (contract on the basis of which the project preparation was carried out)	Functions of a specialist in the implementation of a project (contract on the basis of which the project preparation was carried out)	Value of the project (contract on the basis of which the project preparation was carried out) in Eur without VAT	Attached is a document confirming the proper execution <sup>2</sup> , of the project (contract on the basis of which the project preparation was carried out), date and No.
1.	Specialist No. 1 - the Project Manager		2.2 p	SIME Balancing Energy Market	Project start - 03/2022. First Go-live - 04/2024.	REN - Rede Eléctrica Nacional, S.A.	The REN Balancing Market solution is built upon our energy market management product, Damas MMS: E - Balancing. It supports the procurement of mFRR balancing energy and the generation of	<ul style="list-style-type: none"> <li>• responsibility for project outputs</li> <li>• leadership to a dedicated team</li> <li>• definition and meeting anticipated extent, quality, quantity,</li> </ul>	~ 3 mil. EUR	REN_REF_EN.pdf

<sup>1</sup> The end of the project (the contract on the basis of which the project was carried out) must fall within the specified period (before the deadline for submission of Applications) as indicated in the qualification requirement.

<sup>2</sup> Customer's / service recipient's reference / feedback / recommendation / service transfer-acceptance act or other document.

							dispatch instructions, both within the local market and through the MARI platform.	budget, and schedule of solution <ul style="list-style-type: none"> <li>• Sprint management</li> <li>• implementation of user interfaces</li> <li>• unit testing</li> <li>• performance testing</li> </ul>		
3.	Specialist No. 3 - <b>Programmer</b> (first Specialist )		4.3 p.	Nordic Balance Settlement	Project start - 12/2013. First Go-live - 03/2017 (and continuous development after go-live)	eSett Oy (joint venture company of three participating TSOs), originally contracted by Fingrid Oyj (eSett legally established during the project)	Solution of imbalance settlement agenda for three Nordic countries (Finland, Sweden, Norway).	<ul style="list-style-type: none"> <li>• implementation of user interfaces</li> <li>• unit testing</li> <li>• performance testing</li> </ul>	>3 mil. EUR	NBS_MM S_Ref_EN. pdf
	Specialist No. 3 - <b>Programmer</b> (second Specialist )		4.3 p.	Market Management System for SEPS	Project start - 01/2015. First Go-live - 08/2020.	Slovenska Elektrizacna Prenosova Sustava (SEPS)	Unicorn is the IT supplier of the Market Management System (MMS) for SEPS. The solution provides comprehensive support for market-related business processes managed by TSO	<ul style="list-style-type: none"> <li>• implementation of user interfaces</li> <li>• unit testing</li> <li>• performance testing</li> </ul>	>1 mil. EUR	SEPS_MMS_Ref_EN. pdf

							both on the national and international level.			
4.	Specialist No. 4 - Analyst (first Specialist )		5.3 p.	Market Management System for SEPS	Project start - 01/2015. First Go-live - 08/2020.	Slovenska Elektrizacna Prenosova Sustava (SEPS)	Unicorn is the IT supplier of the Market Management System (MMS) for SEPS. The solution provides comprehensive support for market-related business processes managed by TSO both on the national and international level.	<ul style="list-style-type: none"> <li>responsibility for project outputs</li> <li>leadership to a dedicated team</li> <li>definition and meeting anticipated extent, quality, quantity, budget, and schedule of solution</li> <li>Sprint management</li> </ul>	>1 mil. EUR	SEPS_MMS_Ref_EN.pdf
	Specialist No. 4 - Analyst (second Specialist )	ík	5.3 p.	aFRR Capacity Market		Fifty (joint venture of Statnett and Svenska Kraftnät)	Nordic aFRR Capacity Market is solution built upon our energy market management product - Damas MMS. The solution will be used for procurement of automatic frequency restoration reserves used for balancing of the grid in	<ul style="list-style-type: none"> <li>responsibility for project outputs</li> <li>leadership to a dedicated team</li> <li>definition and meeting anticipated extent, quality, quantity, budget, and</li> </ul>	~ 5 mil. EUR	Fifty_NM_MS_aFRR_REF_EN.pdf

							Finland, Sweden, Norway and Denmark.	schedule of solution • sprint management		
Specialist No. 5- <b>Tester</b> (second Specialist )		6.3 p.	aFRR Capacity Market		Fifty (joint venture of Statnett and Svenska Kraftnät)	Nordic aFRR Capacity Market is solution built upon our energy market management product - Damas MMS. The solution will be used for procurement of automatic frequency restoration reserves used for balancing of the grid in Finland, Sweden, Norway and Denmark.	<ul style="list-style-type: none"> <li>responsibility for project outputs</li> <li>leadership to a dedicated team</li> <li>definition and meeting anticipated extent, quality, quantity, budget, and schedule of solution</li> <li>sprint management</li> </ul>	~ 5 mil. EUR	Fifty_NM MS_aFRR_ REF_EN.p df	

Member of the Board

\_\_\_\_\_  
(Title of the position of the person who  
has drawn up the declaration)

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ame and surname)

Member of the Board

\_\_\_\_\_  
(Title of the position of the person who  
has drawn up the declaration)

\_\_\_\_\_  
(Name, and surname)



Unicorn Systems a.s

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*(Supplier's name)*

(Legal form of the legal entity, registered office, contact information, the name of the Register accumulating and storing the data about the supplier, legal entity code; code of the value added tax payer if legal entity is a value added tax payer)

Company: Unicorn Market Systems a.s.  
 Registered office: V Kapslovně 2767/2, Praha 3, 13000, Czech Republic  
 Incorporated in the Commercial Register kept on file at the Municipal Court in Prague, Section B, Insert 29047  
 ID No.: 21941751  
 VAT No.: CZ699004029  
 Bank: 131-3001010247/0100  
 Represented by:

#### SUPPLIER'S DECLARATION

14.07.2025

do hereby confirm that the legal entity we are in charge of (represent): Unicorn Market Systems a.s., participating in procurement procedures:

**“rft 561320 - Energijos balanso ir papildomų paslaugų valdymo informacinės sistemos kūrimo ir diegimo paslaugos“.**

All the goods (materials/equipment/installations/structures/products) offered, whether independently or used for the execution of works or the provision of services, will meet the requirements specified by the Contracting Entity and will not be imported from the countries, from which imports are prohibited pursuant to United Nations Security Council decisions or are subject to restrictive measures (sanctions) of the United States of America, the European Union or international sanctions of the international organizations.

Upon written request of the Contracting Entity, documents confirming the country of origin of the goods (materials/equipment/installations/structures/products), the manufacturer and its shareholders will be submitted within the deadline specified by the Contracting Entity.

The Supplier shall be liable for the accuracy of the information provided in the declaration in accordance with the procedure established by the la

Member of the Board

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*(Title of the position of the person who has drawn up the declaration)*

Member of the Board

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*(Title of the position of the person who has drawn up the declaration)*