

INFORMACIJA

o projektovanju i izgradnji novog Univerzitetskog kliničkog centra Crne Gore u Podgorici

Nakon ratifikacije i stupanja na snagu Sporazuma između Vlade Crne Gore i Vlade Francuske Republike o realizaciji prioriternih projekata i finansijskoj saradnji u Crnoj Gori, Ministarstvo javnih radova Crne Gore pripremiło je i dostavilo kriterijume za izbor dobavljača i/ili izvođača za realizaciju projekta Univerzitetskog kliničkog centra u Podgorici, u skladu sa procedurama predviđenim Sporazumom.

Postupajući po dostavljenim kriterijumima, Generalni Direktorat Trezora Francuske Republike je, putem diplomatskih kanala i dopisom br. 2026/24/MAE od 7. aprila 2026. godine, obavijestio Ministarstvo javnih radova da je kompanija Bouygues Bâtiment International jedina kompanija koja ispunjava utvrđene tehničke, profesionalne i finansijske kriterijume za realizaciju navedenog projekta, kako je detaljno navedeno u dokumentaciji dostavljenoj Ministarstvu javnih radova.

Imajući u vidu navedeno, kao i značaj projekta za zdravstveni sistem Crne Gore, Ministarstvo javnih radova je 16. aprila tekuće godine dostavilo Vladi Crne Gore predlog za davanje saglasnosti za zaključenje ugovora sa kompanijom Bouygues Bâtiment International za projektovanje i izgradnju Univerzitetskog kliničkog centra u Podgorici, koji je Vlada Crne Gore odobrila.

Od donošenja odluke od strane Vlade Crne Gore da se pristupi pregovorima koji bi vodili zaključenju Ugovora Ministarstvo javnih radova u saradnji sa Ministarstvom finansija i Ministarstvom zdravlja uz uključivanje i Ministarstva prostornog planiranja, urbanizma i državne imovine u prethodnom periodu je održalo niz sastanaka sa predstavnicima Bouygues Batiment International.

Rezltat navedenih pregovora je usaglašen tekst Ugovora o projektovanju i izgradnji novog Univerzitetskog kliničkog centra Crne Gore u Podgorici koji dostavljamo u prilogu.







CONTRACT AGREEMENT
FOR THE DESIGN AND BUILD OF THE NEW UNIVERSITY CLINICAL CENTER OF
MONTENEGRO IN PODGORICA

This contract agreement (the “**Contract Agreement**”) is made the 4th day of June 2026.

BETWEEN

- (1) The **MINISTRY OF PUBLIC WORKS OF MONTENEGRO**, registered in Tax Administration of Montenegro having its address at Arsenija Boljevića 2a, City Mall / III sprat, 81000 Podgorica, Montenegro (hereinafter referred to as the “**Ministry**” or the “**Employer**”)

represented by Mrs. Majda Adžović, Minister

AND

- (2) **BOUYGUES BATIMENT INTERNATIONAL**, a company incorporated and existing under the laws of France, registered at the Registre du Commerce et des Sociétés (Trade and Companies Registrar) of Versailles under number 407 986 074, having its registered office in Challenger, 1, Avenue Eugène Freyssinet, 78280 Guyancourt, France (hereinafter referred to as “**BBI**” or the “**Contractor**”)

represented by Mr. Christophe Petit, Deputy CEO of Development and Balkans

hereinafter referred to individually as the “**Party**” or collectively as the “**Parties**”.

WHEREAS:

- (A) The Ministry is a government body that carries out technical activities related to construction, reconstruction, rehabilitation and renovation of primary technical infrastructure, buildings of State authorities, health, education, culture and sports, then complexes and buildings in attractive tourist locations and other facilities which are financed by the State.
- (B) BBI is a construction company based in France and specialized in international construction projects with capacity to undertake the design, construction, equipment and organization for financing of largescale healthcare projects.

- (C) The Ministry of Health of Montenegro signed with BBI on May 14, 2024 a Memorandum of Understanding to develop the feasibility studies and conceptual design (together, the “**Stage 1 Concept Design**”) for the new University Clinical Center of Montenegro in Podgorica (the “**Project**”).
- (D) On May 23, 2024, the French governmental authorities granted to BBI a “FASEP” (which stands for “**Fonds d’Etudes et d’Aide au Secteur Privé**”) financing in the form of a reimbursable advance to prefinance (in part) the costs of the Stage 1 Concept Design.
- (E) On June 26, 2025, the Stage 1 Concept Design has been successfully finalized and the studies have been presented to and agreed by the Ministry of Health of Montenegro.
- (F) The Project is considered as a “Capital Project” in Montenegro as per the applicable Laws.
- (G) An inter-governmental agreement between Montenegro and France dated September 5, 2025 (the “**IGA**”) was signed dealing inter alia with the cooperation between the two States for the development of the Project and under which France agreed to make available to Montenegro financing tools such as an export-credit solution and a so called Treasury Loan granted by the French Ministry of Finance.
- (H) On October 14, 2025, the National Parliament of Montenegro ratified the IGA and the IGA was ratified by France in December 2025 and entered in full force on December 31, 2025.
- (I) Pursuant to the IGA, and as per the applicable procurement procedure, France provided Montenegro on April 2, 2026 with a list of selected and qualified French contractor(s) who have expressed an interest in the realization of the Project, based on the list of requirements and criteria provided by Montenegro, which potential candidate(s) must meet. The Contractor is a candidate meeting such requirements and criteria and was in such list.
- (J) Montenegro accepted the nomination of BBI as the contractor of the Project and authorized the Ministry to negotiate a design and build contract for the Project with BBI and to enter into such contract.
- (K) BBI was consequently invited to negotiate this design and build contract with the Ministry.

THE EMPLOYER AND THE CONTRACTOR AGREE AS FOLLOWS:

1. Interpretation

In this Contract, capitalized words and expressions shall have the same meanings as are respectively assigned to them in Schedule 1 or in this Contract Agreement.

2. Contract Documents

2.1. The following documents shall be deemed to form and be read and construed as part of this Contract in the order of priority set out below:

- (a) this Design and Build Contract Agreement (the “**Contract Agreement**”)
- (b) the Schedules, consisting of:
 - (i) Schedule 1 – Contractual Terms and Conditions
 - (ii) Schedule 2 – Employer’s Requirements comprising:
 - Appendix 1 - Medical programme
 - Appendix 2 - Schedule of Accommodation (“SoA”)
 - Appendix 3 - Scope of Works
 - Appendix 4 - Concept design (architectural)
 - Appendix 5 - Technical brief (Works)
 - Appendix 6 – Enabling Works
 - Appendix 7 - Not Defined Equipment list
 - (iii) Schedule 3 – Draft Amendment n°1 to the Contract
 - (iv) Schedule 4 – List of Contractor’s Documents
 - Part A – Stage 2 Contractor’s Documents (including Stage 2 Contractor’s Documents prepared by the Contractor prior to the execution of this Contract)
 - Part B – Stage 3 Contractor’s Documents (*)
 - (v) Schedule 5 – Employer’s Works (to be carried out and completed by the Employer or on its behalf)
 - (vi) Schedule 6 – Site Description
 - Part A – Site map and description
 - Part B – List of existing encumbrances
 - (vii) Schedule 7 – Testing and Commissioning process; Test on Completion; Test after Completion (*)
 - (viii) Schedule 8 – Design Review Process
 - (ix) Schedule 9 – Works Programme
 - Part A – Stage 2 Works Programme
 - Part B – Stage 3 Works Programme
 - (x) Schedule 10 – Breakdown of the Contract Price
 - Part A – Fee
 - Part B – Contract Price (less the Fee)
 - (xi) Schedule 11 – Schedule of Payments
 - Part A – Fee
 - Part B – Contract Price (less the Fee) (*)
 - (xii) Schedule 12 – Revision Formula
 - (xiii) Schedule 13 – Site facilities for Employer and Engineer (*)
 - (xiv) Schedule 14 – Insurance Details

- (xv) Schedule 15 – Form of Performance Security
- (xvi) Schedule 16 – Form of Advance Payment Bond
- (xvii) Schedule 17 – Authority Approvals Matrix
- (xviii) Schedule 18 – Quality Assurance Plan Requirements (*)
- (xix) Schedule 19 – Environmental and Social Impact Assessment (*)
- (xx) Schedule 20– List of pre-approved Suppliers/Subcontractors
 - Part A – Stage 2 pre-approved Subcontractors
 - Part B – Stage 3 pre-approved Suppliers/Subcontractors (*)
- (xxi) Schedule 21 – Bank account details
- (xxii) Schedule 22 – Dispute Adjudication Agreement
- (xxiii) Schedule 23 – Customs duties exemption (*)
- (xxiv) Schedule 24 – Taking Over Certificate (template) (*)
- (xxv) Schedule 25 – Form of Retention bond
- (xxvi) Schedule 26 – Form of Self-Declaration of ownership of funds

Those Schedules marked with a (*) shall be appended to the Contract at a later stage and in any case all the above Schedules (as possibly amended) shall be appended to the Amendment n°1 to the Contract.

- 2.2.** The documents forming this Contract are to be taken as mutually explanatory of one another and if any item is included in any one of them, it shall be deemed included in all. If there is any inconsistency, ambiguity or discrepancy between this Contract Agreement and any of the Schedules hereto, this Contract Agreement shall prevail.

If there is any inconsistency between Schedule 1 and any of the other Schedules to this Contract, Schedule 1 shall prevail; all other Schedules shall prevail in the order listed above.

- 2.3.** The Parties agree that certain Schedules and technical appendices may need to be appended, replaced, updated or amended after the signing of the Contract. Any such Schedule or technical appendix shall have to be mutually agreed and signed by a duly authorized representative of each Party and then shall be deemed to form integral part of the Contract (whether or not such Schedule or appendix is the subject matter of a formal amendment agreement to the Contract).

3. General obligations of the Contractor

- 3.1.** In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Stage 2 Works and the Stage 3 Works in conformity in all respects with the provisions of this Contract and in accordance with all applicable Laws.

- 3.2. In carrying out its duties and subject to the terms and conditions of this Contract, the Contractor shall exercise reasonable skill, care and diligence to be expected of a properly and appropriately qualified and competent design and build contractor possessing the relevant expertise and experience in projects of similar size, scope, cost, complexity to the Project. Without prejudice to the foregoing, and in accordance with the applicable Laws of the Country, the Contractor shall be responsible for ensuring that the Works, when completed in accordance with the Contract, shall be fit for the purpose for which they are intended as set out in the Employer's Requirements, to the extent such fitness for purpose is achievable through compliance with the Employer's Requirements, imperative provisions of the Laws of the Country and the Contract.

4. **Effective Date, Commencement Date and Stage 3 Start Date**

- 4.1. This Contract shall enter into force only on the Effective Date.
- 4.2. The Commencement Date shall be the date of signing of this Contract by both Parties.

Notwithstanding the foregoing:

- (a) Sub-Stage 2B shall commence only after the conditions under Clause 5.1 (b) are met. It is expressly assumed that the Modification of the Urban Project ("*Urbanističkog Projekta*") will be consistent with the Contractor's Documents prepared by the Contractor under Sub-Stage 2A. In case the published Modification of the Urban Project ("*Urbanističkog Projekta*") is not consistent with the Contractor's Documents, the Parties shall negotiate in good faith the adjustments to be made to the Contractor's Documents elaborated during Stage 2, within sixty (60) days from the date of publication of the Modification of the Urban Project. Should the Parties determine (acting in good faith) that the Project cannot be built substantially in accordance with the Employer's Requirements as a result of the Modification of the Urban Project, either Party shall be entitled to terminate this Contract in accordance with the conditions set forth under Sub-Clause 11 of this Contract.
- (b) Sub-Stage 2C shall commence only when its scope has been determined by the Parties upon completion of Stage 2B.
- 4.3. Notwithstanding the conditions precedent set out in Clause 5.1 (b) below, the Employer may request in writing that the design development activities initially foreseen under Sub-Stage 2B be anticipated and commenced prior such conditions are met. In such case:

- (a) The Employer shall assume the risk associated with the Modification of the Urban Project and approval of technical conditions attached thereto;
- (b) The design development activities shall be carried out at the Employer's risk and invoiced based on the actual progress of the Stage 2 Works performed;
- (c) Invoices shall remain payable by the Employer irrespective of the outcome or timing of the Modification of the Urban Project and approval of technical conditions attached thereto; and
- (d) The Parties shall amend the Contract as necessary to reflect such arrangement.

4.4. The Stage 3 Start Date shall be the date upon which all the following conditions precedent will be met:

- (a) Execution by the Parties and entry into effect of the Amendment n°1 to the Contract (to be substantially in the form of Schedule 3 [*Draft Amendment n°1 to the Contract*]) stating that:
 - (i) the Stage 3 Works will be completed by BBI acting through its registered branch or fully owned subsidiary in Montenegro (“**BBI (Montenegro)**”), and therefore the Contract shall be assigned to BBI (Montenegro) through the Amendment n°1 to the Contract (for the avoidance of doubt, BBI is not intending at the date of execution of the Contract, to complete the Stage 3 Works through a subsidiary, but in such case the Sub-Clauses 1.6 and 1.13 of Schedule 1 shall apply),
 - (ii) the Employer agrees on the design and Contractor’s Documents submitted by the Contractor during Stage 2 (or as otherwise modified by agreement of the Parties), which shall become part of the Schedule 2 [*Employer’s Requirements*], and which shall supersede any previous corresponding/equivalent document previously agreed between the Parties,
 - (iii) the Parties, pursuant to Clause 6.6 of the Contract Agreement, reached an agreement (and consequently agree to amend and/or replace the relevant clauses and Schedules to the Contract) on the following matters:
 - (1) the scope of Stage 3 Works (including Enabling Works) and new appendices to Schedule 2 [*Employer’s Requirements*] shall replace the previous corresponding/equivalent ones accordingly;
 - (2) the Contract Price (less the Fee);

- (3) the Works Programme and Time for Completion for the Stage 3 Works,
- (iv) The Schedule 2 [*Employer's Requirements*] as amended to take into account the design produced during Stage 2, the Schedules 2 - Appendix 6 [*Not Defined Equipment list*], 4 - Part B [*Stage 3 Contractor's Documents*], 7 [*Testing and Commissioning process; Test on Completion; Test after Completion*], 9 - Part B [*Stage 3 Works Programme*], 10 - Part B [*Contract Price breakdown - including the Off-shore Works and On-shore Works portions in the Contract Price, the French Portion, the Local Portion, the Third Countries Portion*], 11 - Part B [*Contract Price Schedule of payments*], 13 [*Site facilities for Employer and Engineer*], 14 [*Insurance Details*], 18 [*Quality Assurance Plan Requirements*], 19 [*Environmental and Social Impact Assessment*], 20 - Part B [*Stage 3 pre-approved Suppliers/Subcontractors*], 23 [*Customs duties exemptions*], 24 [*Taking-Over Certificate template*] shall be appended; and
- (v) any other update or change to the Contract that the Parties may have agreed on at that time,
- (b) Appointment of the Engineer by the Employer,
- (c) Evidence of the availability of (and clearance of all conditions precedent to) the Financing covering the Contract Price (less the Fee) and the Additional Budgets (as such term is defined below),
- (d) Obtaining (free of any possible recourse) of all permits, approvals and authorizations which are required for the execution of the Stage 3 Works, including:
 - (i) Approval of the conceptual design of the Project by the State Architect (in Montenegrin: "*pribavljanje saglasnosti od glavnog državnog arhitekta*"),
 - (ii) the environmental permit for the Project to be obtained under the Laws of the Country,
 - (iii) all other permits, approvals and authorizations which are required to be obtained prior to the Stage 3 Start Date in accordance with the Works Programme for Stage 3 Works attached in Schedule 9 [*Works Programme*].

- (e) Payment to the Contractor of the 30% (thirty percent) advance payment on the Contract Price (less the Fee),
- (f) Issuance by the Contractor of the Advance Payment Bond in the amount of the advance payment under paragraph (e) above in the form and substance attached to Schedule 16 and acceptance thereof by the Employer (being agreed that this acceptance shall be deemed given in case the said bond is issued in accordance with the form and substance set out in Schedule 16),
- (g) Access to the Site is granted to the Contractor in accordance with Sub-Clause 2.1 of Schedule 1,
- (h) All the obligations of the Employer in accordance with Sub-Clause 4.19 of Schedule 1 have been fulfilled which are related to temporary utilities on the Site necessary to carry out the Stage 3 Works, and
- (i) The Employer's Works (including the Energetic Refurbishment Works) have been commenced before the Stage 3 Start Date and have reached a progress consistent with the Works Programme for Stage 3 Works attached in Schedule 9 [*Works Programme*].

The Parties intend that the Stage 3 Start Date should occur no later than 18 (eighteen) months after the Commencement Date.

In case the Stage 3 Start Date does not occur at the latest upon the date falling eighteen (18) months after the Commencement Date, save for the conditions precedent falling within its sole responsibility, each Party shall be entitled to terminate this Contract under Sub-Clause 15.2(i) or Sub-Clause 16.2(i) of Schedule 1. For the avoidance of doubt, payments to the Contractor in the event of such termination shall be limited to the amounts set forth under Sub-Clause 19.6(a) of Schedule 1, subject to Sub-Clause 16.4 of Schedule 1.

Each Party shall be responsible for using its best efforts to ensure that the conditions set out above falling under their respective responsibility be satisfied at the latest twelve (12) months after the Commencement Date.

5. Times for Completion

5.1. The Time for Completion for the Stage 2 Works (up to submission of the Proposal) shall be structured as follows:

(a) **Sub-Stage 2A – Stage 2 Contractor's Documents already completed**

Sub-Stage 2A (as defined in Schedule 1 [*Terms and Conditions*], sub-clause 1.1.5.10) shall be deemed completed at the satisfaction of the Employer as of the Commencement Date.

(b) Sub-Stage 2B – preliminary design of the New hospital buildings and design of the Enabling Works

Sub-Stage 2B (as defined in Schedule 1 [*Terms and Conditions*], sub-clause 1.1.5.11) shall be completed (in accordance with the Schedule 9 [*Works Programme*], Part A) following the commencement of Sub-Stage 2B, which commencement shall occur only after:

- (i) publication in the official gazette of the Modification of the Urban Project ("*Urbanističkog Projekta*"), and
- (ii) approval by relevant authorities of the associated technical conditions to allow the construction of the Project in accordance with the Employer's Requirements.

The foregoing is without prejudice to Clause 4.3 above.

(c) Sub-Stage 2C – Commencement of the main design of the New hospital buildings

The Contractor shall start the main design ("*Glavni Projekat*") of New hospital buildings after completion of Sub-Stage 2B.

The overall Time for Completion for Stage 2 Works (up to submission of the Proposal) shall be 12 (twelve) months from the Commencement Date, provided that, if there is any delay in commencing the Sub-Stage 2B as set out in Clause 5.1(b), then sub-clause 2.2 of Schedule 1 [*Terms and Conditions*] shall apply.

- 5.2.** The Time for Completion for the Stage 3 Works will be agreed in accordance with Clauses 6.4 to 6.6 below, such agreement shall then be stated in the Amendment n°1 to the Contract. It is estimated that the Time for Completion for the Stage 3 Works shall be 47 (forty seven) months from the Stage 3 Start Date and the Employer is in agreement with such estimated Time for Completion. The estimated Time for Completion for the Stage 3 Works is based on the assumption that the 250 hours of overtime work per year allowed under the general collective agreement set forth in section 8 of article 64 of the Labour Code of Montenegro will still be authorized (upon renewal/adoption of the general collective agreement) and maintained.

6. Financing, Fee and Contract Price

6.1. Montenegro has authorized in the 2026 Government budget a borrowing for the Project (excluding the Fee for Stage 2 Works, which shall be financed through the State budget of Montenegro) for an amount of EUR 313,000,000 (three hundred and thirteen millions euros) (the “**Budgeted Borrowing Amount**”) corresponding to the amount of the Financing which will be required by the Employer for the Project, which Budgeted Borrowing Amount is covering the following Project components :

- (a) The Contract Price (less the Fee),
- (b) The cost of the “Insurance Premium”, if any, payable to BPI FRANCE for the Financing,
- (c) The Inflation Provision for an amount to be agreed upon,
- (d) The Variation Provision for an amount to be agreed upon,
- (e) The fee payable by the Employer to the Engineer for the services to be performed by the Engineer in accordance with this Contract (the “**Engineer Fee**”).

It is agreed that the Parties shall cooperate for the structuring and raising of the Financing in accordance with the provision of Sub-Clause 2.4 of Schedule 1 with the objective of having the Financing available concurrently with the occurrence of the Stage 3 Start Date.

For the avoidance of doubt, in accordance with the IGA, the Financing will in no circumstances cover VAT or customs duties payable in the Country, which shall have to be borne by the Employer, if any. The Contract Price shall be excluding VAT and excluding customs duties.

Six months prior to the Accession Date of the State of Montenegro to the European Union (“EU”), the Employer shall do its best efforts to assess the impact of the Country’s accession to EU on VAT and customs duties relating to the Project, in order to revise the Project budget, if necessary. The Contractor shall assist the Employer by providing the amount of the Contract Price that remains to be invoiced and, to the best of its knowledge, the amounts (or estimates) of the Goods, Materials and Equipment that are non-EU origin and that are anticipated to be imported for the Works as from the Accession Date.

- 6.2. The Employer shall pay the Fee to the Contractor in consideration of the design, execution and completion of the Stage 2 Works (including Sub-Stages 2A, 2B and 2C). The Fee also includes a partial reimbursement of the advance made to the Contractor under the FASEP corresponding to 1% (one percent) of design costs (excluding all taxes, duties and VAT).

The Fee is EUR 8,977,254 (eight million, nine hundred and seventy-seven thousand, two hundred and fifty-four euros), excluding VAT.

Payment of the Fee shall be made in accordance with the terms set out below:

- (a) **Sub-Stage 2A:** EUR 2,200,000 (two million, two hundred thousand euros) shall be payable within 14 (fourteen) days after signing of the Contract;
- (b) **Sub-Stage 2B:** EUR 6,577,254 (six million, five hundred and seventy-seven thousand, two hundred and fifty four euros), shall be payable in accordance with the Schedule 11 [*Schedule of Payments*] Part A and sub-clause 14.7 [*Payment*] of Schedule 1 [*Terms and Conditions*];
- (c) **Sub-Stage 2C:** EUR 200,000 (two hundred thousand euros) corresponding to the start of the main design ("*Glavni Projekat*") of the New hospital building, shall be payable upon completion of Sub-Stage 2B, provided that this Sub-Stage 2C may be omitted from Stage 2 (and moved to the Stage 3) and therefore the corresponding amount not paid as part of the Fee in case the Amendment n°1 to the Contract is signed and Financial Closing has occurred prior to the start of Sub-Stage 2C.

The Fee shall be a lump sum, fixed and non-adjustable amount (subject to the provisions set forth in Schedule 1 of the Contract).

The breakdown of the Fee is given in Schedule 10 - Part A [*Breakdown of the Contract Price*].

- 6.3. Upon completion of the Stage 2 Works and review of the Stage 2 Contractor's Documents by the Engineer in accordance with Schedule 8 [*Design Review Process*], and subject to the Employer being in agreement on the Stage 2 Contractor's Documents, the Contractor shall proceed with the detailed pricing of the Stage 3 Works with a view of submitting a Proposal to the Employer for the execution and completion of the Stage 3 Works.
- 6.4. The Contractor shall prepare and submit to the Employer the Proposal based upon the agreed Stage 2 Contractor's Documents and detailing:
- (a) the proposed Contract Price (less the Fee),
 - (b) the breakdown of the Contract Price (less the Fee),
 - (c) the Schedule of Payments of the Contract Price (less the Fee),

(d) the Time for Completion for Stage 3 Works.

It is agreed that the Contract Price shall include:

- (a) a lump sum component (but subject to revision in accordance with Schedule 12 [*Revision Formula*] covering the whole Stage 3 Works except those components set out in (b) below;
- (b) provisional sums components payable on a “cost plus fee” basis as provided in Sub-Clauses 13.5 and 13.6 of Schedule 1 (with a fee on costs of 15% (fifteen percent)) covering the Enabling Works (the Provisional Sum (ENW)) and the Not Defined Equipment (the Provisional Sum (NDE))

It is however agreed that the Contractor may decide (but shall not be obliged) to propose a lump sum amount for the Enabling Works.

The Contractor shall submit the Proposal to the Employer no later than thirty (30) days after the date on which the Engineer has completed its review of the Stage 2 Contractor's Documents in accordance with Schedule 8 [*Design Review Process*] and the Employer has confirmed its agreement thereon.

6.5. The Proposal shall also include:

- (a) a calculation of the “Insurance Premium” payable to BPI FRANCE for the Financing as contemplated in paragraph (b) of Clause 6.1 above;
- (b) a calculation of the Inflation Provision for an amount equal up to the maximum of 10% (ten percent) of the proposed Contract Price (less the Fee);
- (c) a calculation for the Variation Provision for an amount equal up to the maximum of 5% (five percent) of the proposed Contract Price (less the Fee).

((a), (b) and (c) being together referred to as the “**Additional Budgets**”).

The Employer shall provide to the Contractor the amount of the Engineer Fee agreed with the Engineer selected by the Employer.

6.6. The Parties shall discuss and negotiate in good faith the terms of the Proposal, subject to the provisions below.

Should the proposed Time for Completion for Stage 3 Works not exceed the estimated Time for Completion set out in Clause 5.2 above, then such proposed Time for Completion for Stage 3 Works shall be deemed agreed.

Should the aggregate of (i) the proposed Contract Price (less the Fee), (ii) the Additional Budgets, and (iii) the Engineer Fee not exceed the then valid Budgeted Borrowing Amount, then the proposed Contract Price (less the Fee) shall be deemed accepted by the Employer.

Should the aggregate of (i) the proposed Contract Price (less the Fee), (ii) the Additional Budgets, and (iii) the Engineer Fee exceed the then valid Budgeted Borrowing Amount, then (A) the Employer at its sole discretion may decide not to proceed with the Stage 3 Works or as an alternative (B) the Parties may discuss in good faith the conditions under which the scope of the Stage 3 Works could be reduced to have the aggregate of (i), (ii) and (iii) above not exceeding the Budgeted Borrowing Amount.

For this purpose, the Parties have agreed to apply the following principles:

- (a) The helipad on the roof of the building shall be removed and located on the ground of the Site at a suitable location;
- (b) The Parties shall review in good faith the list of Not Defined Equipment (including medical FF&E) to identify savings through, for instance, reusing medical equipment and medical FF&E then currently existing and in use at the hospital or to replace acquisition of the Not Defined Equipment by leasing of the same;
- (c) The Parties shall work together to try to secure grants from the European Community or other European institutions to finance in part the Not Defined Equipment;
- (d) If the above mentioned measures are not sufficient to remain within the limit of the then valid Budgeted Borrowing Amount, the Parties shall discuss in good faith the removal from the scope of the Stage 3 Works of the fitting-out works (and the associated Not Defined Equipment (including medical FF&E)) of the paediatric hospital component of the Project to the extent possible under applicable Laws.

6.7. The Contract Price shall be determined or agreed in accordance with this Clause 6 and with Clause 8 below as regards the applicable tax regulation.

A Contract Price (less the Fee) breakdown shall be appended in Schedule 10 - Part B [*Breakdown*] through the Amendment n°1 to the Contract.

7. Payment

7.1. Payment of the Fee

The Fee shall be paid in EUR according to the Schedule of Payments stated in Schedule 11 - Part A [*Schedule of Payments*].

7.2. Payment of the Contract Price (less the Fee)

The Contract Price (less the Fee) shall be paid monthly in EUR according to the Schedule of Payments (based on activity) which shall be appended in Schedule 11 - Part B [*Schedule of Payments*] in accordance with Clause 6 above.

7.3. Use of the Inflation Provision, the Variation Provision and Provisional Sums

- (a) The agreed amounts of the Inflation Provision, the Variation Provision and Provisional Sums will be stated in Amendment n°1 to the Contract.
- (b) The Enabling Works shall be paid to the Contractor first using the Provisional Sum (ENW) (unless it is agreed that the Provisional Sum (ENW) is replaced by a lump sum proposed as per Clause 6.4 above).
- (c) Any Variation or any additional payment to which the Contractor is entitled under the Contract shall be paid first using the Variation Provision.
- (d) Adjustments due to the Contractor under Sub-Clause 13.8 of Schedule 1 shall be paid first using the Variation Provision.
- (e) In case the Provisional Sum (ENW) is not sufficient to pay the Enabling Works in accordance with Sub-Clause 13.6 of Schedule 1, the Employer shall use the Provisional Sum (VAR).
- (f) In case the Provisional Sum (ENW) is not used entirely for the payments due to the Contractor for the Enabling Works, the Employer shall transfer such excess into the Provisional Sum (VAR) and increase this latter in due proportion.
- (g) In any case, the use in full of the Inflation Provision, the Variation Provision or any of the Provisional Sums shall not discharge the Employer from paying to the Contractor any amount due to the Contractor in excess of the same.

8. Tax conditions

8.1 Taxes, duties, customs duties, charges

All taxes, fees or other charges of any nature (including without limitation permitting fees, utilities connection and/or deviation fees) imposed by any governmental or administrative authority of the Country levied at any time on the Project, will be borne by the Employer according to the agreement dated September 5, 2025 between France and Montenegro.

Any taxes, fees or charges which are exclusively within the Contractor's own sphere of liability, including without limitation corporate income taxes, taxes on the Contractor's profits, payroll taxes, social security contributions and any other taxes or charges levied on the Contractor's Personnel or on the Contractor's own business operations (the "**Contractor's Own Taxes**") shall be borne by the Contractor. All other taxes, fees and charges referred to in this Clause 8.1 (other than Contractor's Own Taxes) shall not be included in the Contract Price. Schedule 23 [*Custom duties exemption*] will provide more details on customs duties exemption.

8.2 Withholding tax

The Parties acknowledge that the Agreement on the Avoidance of Double Taxation between Montenegro and France (the "**DTT**") is in force and applies to the tax matters arising under this Contract. Both Parties shall comply with the provisions of the DTT. The Contractor shall provide the Employer upon request with tax residence certificate and Self-Declaration of ownership of funds in the form of Schedule 26 [*Form of Self-Declaration of Ownership of funds*].

8.3 Value added tax

As far as the VAT applicable to the Contract is concerned, treatment shall be governed by the VAT Law in force in the Country.

For the Works (including the Stage 2 Works) performed outside the Country, VAT will be payable by the Employer to the relevant tax authorities, as the legal taxpayer.

The Employer's VAT obligations in relation to Stage 2 Works performed outside the Country shall be limited to VAT arising under the applicable reverse-charge mechanism as provided by Montenegrin VAT Law. The Contractor shall provide the Employer with all invoices and documentation (including but not limited to technical documentation in the context of Schedules 4 and 11) required by the Montenegrin Tax Administration within 15 (fifteen) days of the date of the relevant supply. The Contractor shall also provide to the Employer, upon its request, a copy of the subcontracts signed with Subcontractors tax registered in the Country for the purpose of the above.

For the Works performed in the Country corresponding to the On-shore Works, if the Employer is willing to benefit from any VAT specific regime derogating to the

standard regime (including a reduction rate such as a 0% VAT rate), the Employer shall provide the Contractor with all necessary information, data, certificate required for application, and the Contractor shall use reasonable endeavours to cooperate with and assist the Employer in obtaining and maintaining the benefit of such specific VAT regime.

8.4 EU Accession — Change of VAT and customs duties regimes

The Parties acknowledge that Montenegro's accession to the European Union ("**Accession Date**", as stated in the accession treaty between the European Union and the State of Montenegro and duly ratified by the Member states) will result in the automatic cessation of the zero VAT rate.

(1) As of the Accession Date, the general VAT rate applicable under Montenegrin law (to be harmonized with EU *acquis communautaire*), shall apply to all supplies of works, goods and services performed under this Contract.

(2) The Contract Price is stated exclusive of VAT. VAT applicable as of the Accession Date shall be added to invoices and borne by the Employer in addition to the Contract Price, as provided by the then applicable law.

(3) The change in VAT regime pursuant to this clause shall not constitute a change in the scope of Works, shall not entitle either Party to claim additional compensation other than the VAT amount itself, and shall not give rise to any right to terminate or renegotiate the Contract.

(4) The Contractor (through BBI Montenegro) shall adjust its invoicing procedures no later than thirty (30) days prior to the anticipated Accession Date (as notified by the Employer to the Contractor).

As of the Accession Date, customs duty exemption currently applicable to the Project by operation of law shall cease for Goods, Equipment, Materials having EU origin. If customs duties are to be paid on Goods, Equipment, Materials having non-EU origin, such customs duties shall be paid in accordance with Trade agreements applicable in the EU.

8.5 Assistance

The Employer shall, to the extent legally permissible and within its administrative competence, provide reasonable administrative assistance to the Contractor in relation to obtaining certificates, approvals and authorizations from Montenegrin public authorities required for the performance of this Contract. For the avoidance of doubt, the Employer's obligations under this Clause 8.4 do not extend to interfering with, influencing or intervening in any tax audit, investigation or enforcement proceedings conducted by the Montenegrin Tax Administration in the exercise of its statutory powers.

9. Engineer

The Engineer shall be the entity so appointed by the Employer or any replacement as per Sub-Clause 3.4 of Schedule 1.

The Engineer will have to be appointed before the Stage 3 Start Date. Notwithstanding the foregoing, the Employer shall use its best efforts to launch the appointment process promptly after execution of the Contract with the objective to get the Engineer appointed within 3 (three) months following Effective Date. The Contractor shall provide all reasonable assistance to the Employer to achieve this objective, to the extent required by the Employer. In the interim period (i.e. before appointment of the Engineer is made as per Sub-Clause 3.4 of Schedule 1), the role of the Engineer shall be assumed by the Employer's Representative.

The details for communication to the Engineer shall be delivered promptly after its appointment.

10. Parties' Representatives and Communication

10.1. The Employer's Representative shall be Mrs Majda ADŽOVIĆ.

The details for communication to the Employer shall be majda.adzovic@mjr.gov.me .

Address: Arsenija Boljevića 2a, City Mall / III sprat, 81000 Podgorica, Montenegro

10.2. The Contractor's Representative shall be Roberto REALE.

The details for communication to the Contractor shall be r.reale@bouygues-construction.com.

Address: 1 avenue Eugène Freyssinet, 78280 Guyancourt, France.

10.3. If a Party wishes to change its representative, it must provide written notice to the other Party at least 2 weeks in advance.

11. Early Termination

11.1 It is agreed between the Parties that each Party shall be entitled to terminate this Contract (a) in accordance with Clause 4.2(a) above, or (b) in under the Clause 6.6 paragraph 4 above, or (c) in case, despite good faith discussions, the Parties fail to enter into the Amendment n°1 to the Contract within three (3) months after submission of the Proposal by the Contractor to the Employer in accordance with Clause 6.4 above. This termination right is in addition to any other termination rights that any of the Parties may have in accordance with Schedule 1.

11.2 It is further agreed that in case of termination by any of the Parties in accordance with Clause 11.1 above, the Employer shall be granted the non-terminable

transferable non exclusive royalty-free licence referred to in Sub-Clause 1.9 of Schedule 1 provided that:

- (a) The Contractor has been paid the amount of the Fee due as at the date of termination; and
- (b) The Employer has executed a legally binding document (in terms reasonably satisfactory to the Contractor) duly enforceable against the Employer, under which the Employer releases the Contractor from any responsibility or liability whatsoever (except to the extent stated in Clause 11.3 below) in case the Contractor's Documents are used for any purpose whatsoever other than the execution of the Project by the Contractor.

11.3 In case of termination by the Employer in accordance with Clause 11.1 above, the Employer shall be entitled to use the design developed by the Contractor and fully paid by the Employer (as part of the Stage 2 Works) in accordance with the license granted under Sub-Clause 1.9 of Schedule 1 and subject to the conditions set out therein and applicable Laws. Where such design has been completed in full, all rights, obligations and warranties shall apply as stipulated under the Contract, provided that the Contractor's aggregate liability arising out of or in connection with any defect or deficiency affecting the design developed (as part of the Stage 2 Works) shall be limited to and capped at the amount of the Fee received by the Contractor, except where such defect or deficiency arises from gross negligence, willful misconduct or a criminal offence committed by the Contractor, in which case such cap shall not apply. Where the termination occurs prior to completion of the Stage 2 design and such design cannot be used without further development or amendments, or in case the Employer (or any other person granted with the license to use stated in sub-clause 1.9 of Schedule 1) appoints another designer or design and build contractor to further develop and/or amend the fully completed and delivered Stage 2 design by the Contractor following termination in accordance with Clause 11.1, the Contractor shall have no liability or responsibility whatsoever in relation to such design following such further developments and/or amendments. The Contractor's liability in respect of such design shall be limited to cases of willful misconduct or gross negligence.

EXECUTION PAGE IS FOLLOWING.

SIGNATURE

MINISTRY OF PUBLIC WORKS OF MONTENEGRO:

Acting as Employer

Name: Majda ADŽOVIĆ

Title: Minister

BOUYGUES BATIMENT INTERNATIONAL:

Acting as Contractor

Name: Christophe PETIT

Title: Deputy CEO of Development and Balkans