AMENDMENT NO. 1 TO THE PROTOTYPE DEVELOPMENT AGREEMENT

(1) **Olife Corporation, a.s.**
a company incorporated and existing pursuant to the laws of the Czech Republic, with its registered office at Lazarská 11/6, Praha 2, Nové Město, post code 120 00, Czech Republic, Company ID: 29291780, VAT ID: CZ29291780, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Entry 19736
("**Client**")

(2) **Altertek Ltd**
a company incorporated and existing pursuant to the laws of the Great Britain, with its registered address at 2a Copse Poles, Poles Lane, Otterbourne, SO21 2DZ, United Kingdom of Great Britain and Northern Ireland, Company reg. No.: 5393903
("**Provider**")

RECITALS

(A) On 22 July 2016, the Client and the Provider entered into a Prototype Development Agreement on the basis of which the Provider was commissioned to develop for the Client a prototype of a battery management system to be integrated into the Client´s lithium automotive starting battery ("**BMS**","**BMS Agreement**" and "**Battery**").

(B) While developing the BMS, the Provider proposed to the Client that several modifications to the design of the Battery itself be made in order to increase the Battery's safety, performance and reliability and to reduce its manufacturing costs.

(C) The Client wishes to have the improvements to the Battery recommended by the Provider designed and implemented by the Provider with the aim to place the redesigned Battery, together with the integrated BMS developed by the Provider on the EU market for mass production in accordance with legal requirements and standards applicable in the EU.

1. SUBJECT MATTER OF THE AGREEMENT

1.1 The subject matter of this Agreement is
(a) the undertaking of the Provider to develop at least 3 pieces of prototypes of the redesigned Battery by it for the Client in accordance with its best abilities and with the Client's requirements; and
(b) the undertaking of the Client to pay the Provider a Fee pursuant to clause 2.

2. FEE AND INSTALMENTS

2.1 The Client agrees to pay a fixed fee to the Provider for the development of the Prototype and for any other performance of the Provider under this Agreement, the total amount of such fee being GBP 14,145.52 ("**Fee**").

2.2 The Fee is to be paid in two (2) instalments ("**Instalments**"), their amounts and the manner of their payment being specified in Schedule 4. The Invoice is due and payable within fourteen (14) days of its delivery to the Client.

3. FINAL PROVISIONS

3.1 The following schedules form an integral part of this Amendment:
(a) Schedule 1: Battery characteristics
(b) Schedule 2: Technical specifications of the Prototype
(c) Schedule 3: Project Stages, Deliverables and Deadlines
(d) Schedule 4: Fee and Instalments

3.2 The Parties hereby explicitly represent that this Agreement expresses their true and free will in witness whereof they attach their signatures below.

Olife Corporation, a.s.

Place: Prague
Date: 16th December 2016

Name: **Ing. Miroslav Šebeňa**
Position: President of the Board of Directors

Name: **Josef Tichánek**
Position: Member of the Board of Directors

Altertek Ltd

Place: Unit 24b, Romsey Ind Est, Romsey, UK.

Date: 15th December 2016

Name: Robert Hart
Position: Managing Director

SCHEDULE 1
BATTERY CHARACTERISTICS

The original Battery configuration consists of two main components:

1, lithium cells LiFePO4 – 48 pieces of ANR26650M1-B from producer A123 see which are connected in 3 x 4s4p, series and parallel connection as per drawing 1
2, supercapacitors – 6 pieces of ESHSR-1200C0-002R7A5 weldable produced by Nessacap (see technical description)

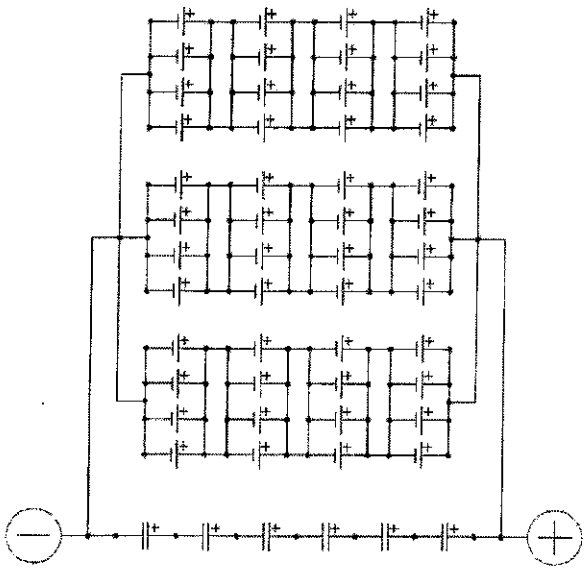

Figure 1 Existing Olgo Battery Design

The new Battery configuration will be redesign pursuant to the terms and conditions of this Agreement, (i) in line with the Client's requirements, (ii) fully compatible with the BMS developed by the Provider on the basis of the BMS Agreement, (iii) capable of serving as a model for mass manufacture in series, (iv) assemble the redesigned components with the new BMS, inside the existing outercase and assemble in accordance with the clients assembly instructions, and (v) provide appropriate technical and other documentation.

SCHEDULE 2
TECHNICAL SPECIFICATIONS OF THE PROTOTYPE

Technical specifications of the prototype shall be in accordance with the below mentioned requirements and Client's specifications.

1. GENERAL REQUIREMENTS

1.1 Design of connection of lithium cells

1.2 Introduction of cell fuses where each cell will have its own fuse. The solution must contain hardware protection against short circuit.

1.3 Redesign of the plastic components for the new layout – to accommodate the wiring for the BMS and the following supercapacitor arrangement

1.4 Iteration using Nesscap Supercapacitor 2,7V 1200F type ESHSR-1200CO-002CR7A5

1.5 Material used must be temperature resistant for the working environment in the vehicle

1.6 The components that have been redesigned including the placement of the BMS, must be designed to withstand mechanical vibration, shock and environmental testing according to UN 38.3 when mounted inside the existing outer case subject to the successful shock and vibration of the original design.

2. ELECTRICAL REQUIREMENTS

2.1 Cell fuses must withstand the electrical current as defined during the risk analysis and approved by the Client

2.2 Cell fuses must activate (blow) in accordance with the cell manufacturers recommendations.

3. PROCESS DEFINITION AND DOCUMENTATION REQUIREMENTS

3.1 Specification of the welding method for example using Myiachi machine

3.2 Specification of the connector material

3.3 2D & 3D drawing of internal parts, placement and connection of the components

3.4 2D & 3D drawing of the cell fuse

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SCHEDULE 3
PROJECT STAGES, DELIVERABLES AND DEADLINES

Project Stage	Task Description	Deliverables	Deadline
1. Connector Design	- Simulation and mathematical analysis of current paths and load capacity - Concept designs - Design review - Detailed designs - Design review	Handover protocol Prototype-Related IPRs handover - 2D Design including material specification connector design - Report of Connector testing results - Report of Cell welding results. Update of the calculation of the redesigned components manufacturing costs (If Required)	March 2017
Connector Test	- Arrange samples - Assemble test samples - Test samples & Document - Design review - Refine design & Arrange samples - Re-test samples & document - Produce final report		
Cell Welding Testing	- Research subject area - Setup facility for weld test - Arrange test samples - Test Samples - Document Results		
2. Internal Plastic Cell Enclosure Design Improvements	- Analyse design implications - Concept designs - Design review - Detailed Designs - Design review - Complete designs inc 2D	Handover protocol Prototype-Related IPRs handover - 3D printed prototype of new re-designed components, - Handling and installation precautions for assembling the new components into the Battery including the BMS - 3D & 2D drawing for the re-designed INTERNAL plastic components - Handover of two (2) pcs. of Prototype of fully assembled Battery including the BMS and new INTERNAL plastic components Update of the calculation of the redesigned components manufacturing costs (If Required)	March 2017
Proof of Concept	- 3D Printing – Proof of Concept Quality (Supercap holder upper; Supercap holder lower; Cell holder upper; Cell holder lower) - 3D Printing – Internal Fitment Quality (Supercap holder upper; Supercap holder lower; Cell holder upper; Cell holder lower) - Copper Busbars & Laser Cutting		

	- General Materials for the Prototype - Assembly		

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SCHEDULE 4
FEE AND INSTALMENTS

Instalment	Type of Invoice	Amount [GBP £]	Earliest Invoice Issue Date	Estimate Invoice Date
No. 1	Advance payment	4.950,75	Execution of the Agreement	December 2016
No. 1	Final invoice	4.950,75	Acceptance of the Deliverables for stage 1 by Client	March 2017
No. 2	Advance payment	2.122,01	Initiation of the stage 2 by Provider	December 2016
No. 2	Final invoice	2.122,01	Acceptance of the Deliverables for stage 2 by Client	March 2017

ALL PAYMENTS ARE EXCLUSIVE OF ANY APPLICABLE VAT

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Notes: The Cell welding section listed in Schedule 3, point 1 is subject to Altertek gaining access to a suitable cell welder. If not this section may be removed at a later time.