



PATRONAGE AGREEMENT

BETWEEN:

DĚTSKÝ DOMOV, JEMNICE, a charitable association founded in 1995, whose registered office is located at
Dětský domov, Jemnice Třešňová 748, 675 31 Jemnice, 67531, Jemnice, Czech Republic

Represented by Jiřina Kühnelová (Director)

Hereafter referred to as "DĚTSKÝ DOMOV, JEMNICE ",

AND

FONDATION D'ENTREPRISE BEL, a not-for-profit legal entity whose registered office is located at 2, allée de Longchamp, 92150 Suresnes, published in the Journal Officiel of 3 May 2008 under the publication number 2485 and extended in the Journal Officiel of 10 February 2018 under the publication number 2047,

Represented by its Chairman, Antoine FIEVET,

Hereafter referred to as "FONDATION D'ENTREPRISE BEL",

AND

Jan BLOUDICEK (Engineering manager), Hana CECHOVA (Logistic manager)
Hereafter referred to as the "EMPLOYEES",

And jointly or severally referred to as the "Partners" or "Parties".



INTRODUCTION

The mission of DĚTSKÝ DOMOV, JEMNICE is to care about Children without family or parents. The Charity is running a Children House in Jemnice, in Czech Republic where Children are cared, fed, clothed and housed.

The objective of FONDATION D'ENTREPRISE BEL, both in France and abroad, is to support initiatives in support of children and their well-being. To this end it exploits certain human, financial, material, logistical and technical means.

For the purposes of this Agreement, the term "Partnership" shall mean the financial support provided by FONDATION D'ENTREPRISE BEL to DĚTSKÝ DOMOV, JEMNICE in order to organize ski course for 20 orphans or very isolated Children, aged from 10 to 16, in Czech Republic. The Children living in the Children House will have the opportunity to enjoy a holiday break in the mountains and discover ski activity.

The EMPLOYEES are the driving force behind this Partnership, designed to create a link between DĚTSKÝ DOMOV, JEMNICE and FONDATION D'ENTREPRISE BEL in keeping with the missions of the latter.

Now, therefore, it is agreed as follows:

ARTICLE 1 – COMMITMENTS OF FONDATION D'ENTREPRISE BEL

1.1 FONDATION D'ENTREPRISE BEL undertakes to pay DĚTSKÝ DOMOV, JEMNICE the sum of 3,500 € (three thousand five hundred euros) within the framework of the Partnership as a Project contribution.

1.2 FONDATION D'ENTREPRISE BEL undertakes to pay the said amount on signature of this Agreement.

1.3 FONDATION D'ENTREPRISE BEL undertakes to verify the appropriateness of the use of the funds vis-à-vis the implementation of the Project. To this end, it may request any relevant supporting documentation (reports, accounting documents, photographs, etc.) from DĚTSKÝ DOMOV, JEMNICE and/or the EMPLOYEES.

1.4 FONDATION D'ENTREPRISE BEL reserves the right to hold a joint interview with DĚTSKÝ DOMOV, JEMNICE and/or the EMPLOYEES for a testimonial in the form of a video or verbatim account.

ARTICLE 2 – COMMITMENTS OF DĚTSKÝ DOMOV, JEMNICE

2.1 DĚTSKÝ DOMOV, JEMNICE undertakes to use all the funds paid by FONDATION D'ENTREPRISE BEL for the purposes of the Project.

2.2 DĚTSKÝ DOMOV, JEMNICE shall provide the necessary tax certificate to the accounts department of FONDATION D'ENTREPRISE BEL.

2.3 DĚTSKÝ DOMOV, JEMNICE undertakes to forward to FONDATION D'ENTREPRISE BEL for its own use all logos, photos, films and other elements to enable FONDATION D'ENTREPRISE BEL to issue communications about the Project. DĚTSKÝ DOMOV, JEMNICE guarantees that such elements shall be free of all rights or that the fees for any such rights will have been paid. It shall take all steps

to ensure that the rights attached to these elements can never become any cause of concern to FONDATION D'ENTREPRISE BEL.

- 2.4 Whether directly or via the EMPLOYEES who shall ensure effective communication, DĚTSKÝ DOMOV, JEMNICE shall forward to FONDATION D'ENTREPRISE BEL the bank details for payment of the contribution, namely (non-exhaustive list that may be supplemented at the request of FONDATION D'ENTREPRISE BEL):
- 1) Bank account details (*IBAN, SWIFT code if existing*);
 - 2) A banking certificate dating back less than three months from the request being issued by FONDATION D'ENTREPRISE BEL, duly signed, dated (under 3 months) and incorporating the stamp of the bank and certifying the existence of the association's accounts, in either French or English;

ARTICLE 3 – COMMITMENTS OF THE EMPLOYEES

- 3.1 The EMPLOYEES are the guarantors of the proper use of the resources made available by FONDATION D'ENTREPRISE BEL. The EMPLOYEES undertake to maintain ethical behaviour, to take steps to prevent any corruption or money laundering and not to perform any questionable transactions or other attempts at fraud that may diverge from the Project covered by the Agreement.
- 3.2 The EMPLOYEES hereby declare that they will obtain no personal benefit from the Partnership, that they do not hold any post within DĚTSKÝ DOMOV, JEMNICE that could undermine its integrity (including, but not limited to treasurer, payroll administrator or accountant) and undertake to avoid any situation that could present a conflict of interest vis-à-vis the Partnership.
- 3.3 The EMPLOYEES are guarantors of the preparation and implementation of the Project through to its conclusion and shall make every effort to facilitate dialogue and effective exchange of the various documents between FONDATION D'ENTREPRISE BEL and DĚTSKÝ DOMOV, JEMNICE. The EMPLOYEES shall provide the other two Parties with prior notice of any change in their personal and/or professional situation that may affect the implementation of the Agreement (including, but not limited to, transfer, retirement or sick leave).

ARTICLE 4 – PROJECT MONITORING BY THE EMPLOYEES AND REPORTING

- 4.1 With the support of DĚTSKÝ DOMOV, JEMNICE, the EMPLOYEES undertake to report regularly the FONDATION D'ENTREPRISE BEL about the actions taken during the Project.
- 4.2 In collaboration with DĚTSKÝ DOMOV, JEMNICE, the EMPLOYEES shall provide FONDATION D'ENTREPRISE BEL with a report covering the action taken within the context of the Project. On conclusion of the Project, via an online form, the EMPLOYEES will be asked to describe the Project by specifying:
- The quantitative and qualitative objectives achieved;
 - The number and age of Project beneficiaries;
 - Project dates and schedule and presentation of initiatives taken;
 - The implementations methods of the Project;
 - Action performed by the EMPLOYEES involved and the next steps for the Project;
 - The detail of the of the use of the fund (Account Book, Income statement of the Project).



- 4.3 The EMPLOYEES will also be asked to download a photo of the team within DĚTSKÝ DOMOV, JEMNICE and a photo illustrating the Project on the ground, and to share their experiences via feedback and verbatim accounts.

ARTICLE 5 – USE OF LOGOS AND COMMUNICATION BY THE PARTIES

- 5.1 This collaboration may be the subject of communication by FONDATION D'ENTREPRISE BEL and DĚTSKÝ DOMOV, JEMNICE within the context of their own internal and external communication, with effect from signature of the Agreement.
- 5.2 The Parties agree that any external communication relating to this collaboration must be forwarded to the other Party for verification and approval prior to dissemination. Approval for communication shall notably include the mention, representation and reproduction of the Parties' names and logo on paper medium and on the Parties' internet and intranet sites. Each Party shall be responsible for the dissemination and bear the costs of any communication they may initiate.
- 5.3 Throughout the Project and in association with DĚTSKÝ DOMOV, JEMNICE, all EMPLOYEES shall ensure that any action taken by DĚTSKÝ DOMOV, JEMNICE and FONDATION D'ENTREPRISE BEL relating to the Project shall be covered by communication including exploitable visuals of good quality for Project illustration purposes. Any visual may be used by FONDATION D'ENTREPRISE BEL within its communication material (via website, annual report, etc.).
- 5.4 The Parties undertake to reproduce their respective names and logos in a clear and visible manner without any alteration, namely with faithful reproduction of wording, proportions, graphics and colours in accordance with each Party's visual identity guidelines.
- 5.5 On conclusion of the Agreement the Parties may mention their Partnership, notably on their respective websites, subject to compliance with the provisions of this Agreement and mentioning that the Project has been completed.
- 5.6 In general terms, DĚTSKÝ DOMOV, JEMNICE undertakes not to harm in any way the image or reputation of FONDATION D'ENTREPRISE BEL.

ARTICLE 6 – TERM OF THE AGREEMENT

The Agreement shall take effect on its signing date and shall remain in force for one year, by which date the EMPLOYEES must have forwarded to FONDATION D'ENTREPRISE BEL the report covered in Article 4 and have completed the implementation of the Project supported hereunder, provided that the sums due from FONDATION D'ENTREPRISE BEL have been paid in full.



ARTICLE 7 - FORCE MAJEURE

On occurrence of an event of force majeure (as defined by French case-law) that renders impossible the performance of either Party's obligations, the Agreement shall be suspended for a maximum period of 45 days.

The Agreement shall resume its effects as soon as the cause of suspension no longer applies.

Should the Agreement not have been resumed beyond the aforementioned 45-day period, it shall be deemed to be definitively extinguished without any compensation becoming due from any Party.

ARTICLE 8 - INSURANCE

DĚTSKÝ DOMOV, JEMNICE hereby declares that it has taken out a civil liability insurance policy covering all its activities and members.

ARTICLE 9 – FINAL PROVISIONS AND DISPUTE SETTLEMENT

- 9.1 FONDATION D'ENTREPRISE BEL and DĚTSKÝ DOMOV, JEMNICE undertakes to seek an amicable settlement to any dispute that may arise in relation to the interpretation, execution or cancellation of the Agreement. Failing this, the matter shall be submitted to the competent courts of Paris.
- 9.2 Should any Party fail to fulfil its obligations hereunder, and it has not been possible to reach an amicable solution, the Agreement may be terminated at the behest of the injured Party.
- 9.3 Any such termination shall automatically become effective 30 days after receipt of notice issued by registered letter with confirmation of receipt, and which has failed to provide satisfaction, whether in whole or in part. In any event, the injured Party may seek damages via the courts as stated in clause 9.4 below.
- 9.4 In the event of any harm being caused to the image, mission or integrity of DĚTSKÝ DOMOV, JEMNICE or FONDATION D'ENTREPRISE BEL, either Party may seek damages via the courts.

Done in 3 original copies at SURESNES, on 01/28/2024

For DĚTSKÝ DOMOV, JEMNICE, Jiřina Kühnelová (Director)



Dětský domov, Jemnice,
Třešňova 748 PSČ 675 31
IČO: 604 18 516

For FONDATION D'ENTREPRISE BEL, Antoine FIÉVET (Chairman)



As EMPLOYEES of the BEL Group, contacts for FONDATION D'ENTREPRISE BEL,
Jan BLOUDICEK (Engineering manager), Hana CECHOVA (Logistic manager)

