

PATRONAGE AGREEMENT

BETWEEN

SUEZ INTERNATIONAL, SAS, a simple joint-stock company (*société par actions simplifiée – société à associé unique*) incorporated in France, with its registered office at Tour CB 21, 16 Place de l'Iris, 92040 Paris La Défense, France, registered with the Trade and Companies Register of Nanterre under Number 569 800 873, duly represented by **Mr. Paul BOURDILLON**, in his capacity as Chief Executive Officer of the Europe & Central Asia BU of the SUEZ Group.

Hereinafter referred to as “**SUEZ**”.

AND

DOMOV SLUNOVRAT, OSTRAVA-PRIVÓZ, PRISPEVKOVA ORGANIZACE, a contributory organisation incorporated in the Czech Republic, with its registered office at Na Mlýnici 203/5, 702 00 Ostrava-Přívóz, Czech Republic, duly represented by **Mr. Vojtěch CURYLO**, in his capacity as Director of the organisation.

Hereinafter referred to as the “**Beneficiary**”.

Hereinafter together referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- I. The Beneficiary is a non-profit organization and its activity is providing residential social services to people with reduced self-sufficiency, especially due to age, and people with chronic mental illness whose situation requires regular assistance from another natural person. All support and care is based on the individually determined needs of the users, and provided with the highest standards of professionalism and consistency with human rights.
- II. The Beneficiary wishes to obtain material support (financial, human or technical) from Suez for the purpose of alleviating the damage caused by the floods that devastated the Czech city of Ostrava in September 2024 (the “**Purpose**”).
- III. Suez is willing to provide this support to the Beneficiary under the conditions specified below, without any consideration.

NOW THEREFORE, in consideration of the representations, mutual covenants and obligations hereinafter set forth, and any other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby execute this Patronage Agreement (hereinafter the “**Agreement**”), which shall be governed by the following

ARTICLES

ARTICLE 1: PURPOSE

The purpose of this Agreement is to define and specify the conditions of the patronage by Suez to the Beneficiary for the Purpose described above.

ARTICLE 2: SUEZ'S SUPPORT, PAYMENT, ACCEPTANCE BY THE BENEFICIARY AND USE

SUEZ hereby agrees to provide the Beneficiary with financial support amounting to **EUR TWENTY-FIVE THOUSAND (25,000 €)**, exclusive of tax (the “**Support**”).

Payment of the Support is to be made in one lump by bank transfer to the bank account to be designated by the Beneficiary.

Acceptance of the Support by the Beneficiary is subject to the prior written consent from the Council of the City of Ostrava.

The Beneficiary must use the Support solely and exclusively for the Purpose.

ARTICLE 3: IMAGE USE RIGHTS

SUEZ is authorized to use the name and image of the Beneficiary by means of quotation, mention, and reproduction in all media and on all supports.

The authorizations provided for in the previous paragraph are given to SUEZ as soon as the use is related to the patronage.

ARTICLE 4: TAX RECEIPT

In accordance with the provisions of the Aillagon law of August 1, 2003, the Beneficiary will send a tax receipt to SUEZ (form 2041-MEC-SD, Cerfa number: 16216*02, *Reçu des dons et versements effectués par les entreprises au titre de l'article 238 bis du Code Général des Impôts*).

SUEZ will be entitled to a maximum tax reduction of 60% of the amount of the donation on its corporate income tax. For the computation of the tax reduction, the amount of the donation is limited to EUR TWENTY THOUSAND (20,000 €) or 0.5% of its annual sales excluding taxes if this amount is higher, in accordance with French Finance Act no. 2019-1479 of December 28, 2019.

The Beneficiary will issue a tax receipt for the year 2024 in the amount of EUR TWENTY-FIVE THOUSAND (25,000 €). This receipt will be issued upon receipt of payment.

ARTICLE 5: CORRUPTION AVOIDANCE

Pursuant to the principles enshrined in both international and regional agreements on the fight against corruption and in an endeavour to comply with anti-corruption laws which apply to the Parties:

1. With respect to this Agreement, the Beneficiary certifies that neither they, nor to their knowledge, any person acting on their behalf has made or offered, or indeed shall make or offer – any payment, gift, pledge or any other benefit – whether directly or through an intermediary, intended for the use or benefit of a Public Official when such a payment, gift, pledge or benefit is or shall be aimed to:
 - (i) influence the actions and decisions of said Public Official;
 - (ii) encourage said Public Official to act or refrain from acting in a way that infringes on what they are lawfully required to do;
 - (iii) secure an unfair benefit or advantage; and
 - (iv) prompt said Public Official to use their position in order to proceed with an action or influence decision-making in public services, or at the level of public authorities and enterprise.
2. Under all terms and conditions of this Agreement, the Beneficiary certifies that they have not made or offered, nor shall they agree to make or offer – any payment, gift, pledge or any other benefit – whether directly or through an intermediary, intended for the use or benefit of any other person (other than a Public Official), insofar as such a payment, gift, pledge or benefit is or shall be aimed to encourage said person to act or refrain from acting in a way that infringes on what they are lawfully required to do, or to secure an unfair benefit, or to act or refrain from acting in a way infringing upon legislation that applies to the business activities governed in this Agreement.
3. Under all circumstances, if a Public Official (or Close Family Member) acquires any type of interest in the Beneficiary – whether directly or indirectly – is or becomes a manager, director or authorized representative of the Beneficiary, the latter entity shall take all necessary forms of action to ensure that said Public Official (or Close Family Member) avoids any conflict of interest, complies with the legislation in force that applies to the location of performance for the Agreement prohibiting conflicts of interest among Public Officials, while complying with the anti-corruption provisions outlined herein.
4. Without prejudicing any other rights or remedies that SUEZ can have pursuant to this Agreement or the law, including damages for breach, should it transpire that the undertakings or terms and conditions stipulated in this clause were not adhered to or fulfilled in any essential respect by the Beneficiary, or assuming a breach of ethics or compliance, the Beneficiary shall notify SUEZ with immediate effect. Under such circumstances, SUEZ can lawfully:
 - (i) suspend payment and/or request for reimbursement of payments made under this Agreement and/or;

- (ii) suspend and/or terminate this Agreement for a violation committed by the Beneficiary as stipulated in the terms and conditions under the "Termination" article, it being specified that in the event of termination for non-compliance with the provisions of this article, SUEZ can lawfully request for the Beneficiary to return all the sums of money they received.

ARTICLE 6: TERMINATION

Should any of the requirements stipulated in this Agreement not be met, and assuming a formal notice is sent out and fifteen (15) calendar days pass without a satisfactory response, this Agreement shall be lawfully terminated unless otherwise specified in the declaration issued by one Party to the other.

ARTICLE 7: GOVERNING JURISDICTION

Disputes regarding the interpretation or performance of this Agreement shall be solely governed by the Tribunal de Grande Instance de Paris (Paris' Supreme Court).

ARTICLE 8: GENERAL PROVISIONS

This Agreement reflects all the undertakings made by both Parties for the Purpose. Neither of the Parties shall be bound by any requirements other than those explicitly agreed in writing within this document. Amendments to this document shall be agreed in writing and signed by the people duly authorized in this capacity by each of the Parties.

The Beneficiary states that they have all the required legal powers and statutory authority to sign this Agreement.

Signed in Paris (France) and Ostrava-Přívov (Czech Republic), on October 18, 2024.

**DOMOV SLUNOVRAT,
OSTRAVA-PRIVOV,
PRISPEVKOVA ORGANIZACE**

SUEZ INTERNATIONAL, SAS

Mr. Vojtěch CURYLO

Mr. Paul BOURDILLON

Signé par :

Paul BOURDILLON

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