

Deed of Donation with Order no. 3/2026

concluded in accordance with the provisions of Section 2055 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended.

1. PARTIES

CyberSecurity Hub, z.ú. ("CSHub"), a registered institute existing under the laws of Czech Republic, having its registered office at Šumavská 416/15, 602 00 Brno, Czech Republic, company ID: 09705163

Represented by Roman Čermák, M.Sc., MBA, Director,
hereinafter referred to as the "**Donor**"

and

Czech Technical University in Prague ("CTU"), a public university existing under the laws of Czech Republic, having its registered office at Jugoslávských partyzánů 1580/3, 160 00 Prague 6, Czech Republic, ID: 68407700

Represented by Prof. Dr. Ing. Michal Pěchouček, MSc., Rector,
hereinafter referred to as the "**Donee**", enter this deed of donation with the order (hereinafter also referred to as "**Deed**")

2. DECLARATION OF THE PARTIES

- 2.1 CSHub as the Donor declares he signed the *Agreement between NARLabs and CSHub* on May 17, 2024 to implement Advanced Chip Design Research Center (hereinafter also referred to as "**ACDRC**") in the Czech Republic. Annex 1 to the Agreement between NARLabs and CSHub defines the "**Working Plan**" of ACDRC.
- 2.2 CSHub further declares he signed *Deed of Donation with Order* (hereinafter also referred to as "**Primary Deed**") between Taipei Economic and Cultural Office, Prague (TECO) and CSHub on June 5, 2024, and therefore he shall receive a donation for the implementation of the ACDRC project.
- 2.3 The Donor and Donee (hereinafter also referred to as "**Parties**") declare they signed the *Consortium Agreement on Implementation of Advanced Chip Design Research Center Between Cybersecurity Hub, Brno University of Technology, Czech Technical University, and Masaryk University* on December 20, 2024 including all its Appendices (hereinafter also referred to as "**Consortium Agreement**"). The purpose of the Consortium Agreement is to establish an academic consortium (referred to herein as "**Consortium**") on the Czech side to implement ACDRC.
- 2.4 According to Consortium Agreement, paragraph 2.5, a part of the funding received by CSHub on the Czech side shall be further distributed to consortium parties to finance the collaboration in the Consortium leading to implementation of the ACDRC.
- 2.5 This Deed is a partial implementation of the Consortium Agreement which also defines the terms and conditions of this Deed.

3. SUBJECT OF THE DEED

- 3.1 Parties declare that they signed a Deed of Donation with Order no. 3/2024 on December 20, 2024 donating the financial amount of **CZK 15 836 418** for partial implementation of ACDRC under Work Packages 1 and 2 as defined by the ACDRC Working Plan.
- 3.2 The Parties expressly agree that any unspent part of the donation provided under the Deed of Donation with Order no. 3/2024 shall not be required to be returned to the Donor, provided that the conditions for its retention, carry-over and/or further use under the Deed of Donation with Order no. 3/2024 are satisfied; provided, however, that the duration of activities set out in Annex 1 thereto shall be extended until December 31, 2027.
- 3.3 With this Deed, the Donor will donate a financial amount of **CZK 3 782 870** (*three million seven hundred eighty-two thousand eight hundred seventy*), hereinafter referred to as the "**Donation**") to the Donee with an order for the partial implementation of the ACDRC project. The Donee accepts the Donation under this Deed on the terms and conditions set out in this the Primary Deed and this Deed. In case of discrepancy between Primary Deed and this Deed, the terms and conditions stated in the Primary Deed apply first.
- 3.4 The partial implementation is done in under **Work Packages 1 and 2** as defined by the ACDRC Working Plan, a list of activities of the Donee and their incurred costs are described in Annex 1 to this Deed. These activities tasks from the ACDRC WP1 and WP2 contribute to the overall goals of ACDRC.
- 3.5 The Donation defined in paragraph 3.1 of this Article shall be transferred to the Donee's bank account no.: **19-5504780277/0100 (VS: 26232026)** in Komerční banka, a.s., gradually, subject to the approval of the relevant project activities, deliverables, reports or budget claims by the competent project body, in particular the Executive Board, and subject to the corresponding funds being released to and actually received by the Donor from the original provider or another relevant source of project funding.
- 3.6 The Donor shall transfer the relevant part of the Donation to the Donee without undue delay after the above conditions have been fulfilled. The Donor shall not be obliged to provide the Donation, or any part thereof, from its own unrestricted resources or beyond the funds actually approved, released to and received by the Donor for the respective activity, work package or the Donee.
- 3.7 The Donor and the Donee agree that the conversion rate from USD to CZK is 20.785, based on the ČNB conversion rate of Jan 8, 2026 when the donor received the latest donation from TECO.

4. TERMS AND CONDITIONS

A. General Terms

The Donee fulfills specific tasks from the ACDRC Working Plan and contributes to the overall goals of ACDRC. General Terms are defined in the Consortium Agreement unless specified otherwise in this Deed. General rules specifying the purpose of the Deed, but also non-eligible costs are defined in the Primary Deed (attached as Appendix 3 to the Consortium Agreement), under 4. Determination of the Order. Costs under this Deed are eligible from January 1st 2026.

B. Coordinators:

The Parties will each designate a coordinator whose responsibility will be to develop formal agreements related to specific activities that may result from this Deed. Each Party designates the following people to facilitate and administer the fulfillment of this Deed:

- a. Donor: xxx
- b. Donee: xxx

C. Amendment:

This Deed and appendices may be amended as agreed upon by both Parties. Any amendments or modifications to this Deed shall be accepted by both Parties in writing, using an Amendment Document. Matters not included in the Deed, but directly related to it, may be addressed by an Amendment Document, and executed by both Parties. Any such agreement shall be appended to this Deed. This Deed is executed in electronic form with electronic signatures of both parties.

D. Register Of Contracts:

This Deed shall enter into force on the date it is signed by both Parties. By signing this Deed, both Parties confirm that they are aware that for the Donee, the Deed is subject to the obligation to publish it pursuant to Act. No. 340/2015 Coll., on the register of contracts, as amended. The Donor publishes this Deed. This Deed shall take effect on the date of its publication in the register of contracts in accordance with the preceding sentence.

IN WITNESS WHEREOF, both Parties have caused this Deed to be executed by their duly authorized representative.

Donor: CyberSecurity Hub, z.ú.	Donee: Czech Technical University in Prague

