

MASTER DONATION AGREEMENT

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This Master Donation Agreement (the “Agreement”) is entered into on [DATE] (the “Effective Date”)

BY AND BETWEEN

(1) [DONOR NAME]

a legal entity duly organized and existing under the laws of [Jurisdiction], with registered office at, registration number, represented by (“Donor”)

and

[Nadační fond Lithium Valley](#)

a Czech foundation fund (nadační fond), ID No. 21211591, with registered office at Kaprova 42/14, Staré Město, 110 00 Prague 1, Czech Republic, entered in the Foundation Register maintained by the Municipal Court in Prague, File No. N 2423, represented by (“Foundation”)

Donor and Foundation together the “Parties”, individually a “Party.”

RECITALS

WHEREAS:

(A) the Foundation operates exclusively for public-benefit purposes consistent with its constitutive documents and applicable law;

(B) the Donor wishes to support certain activities and/or projects of the Foundation through donations made under the terms of this Agreement;

(C) the Parties wish to establish a contractual framework governing donations, use of funds, compliance obligations, reporting, remedies and dispute resolution;

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1

Definitions

For purposes of this Agreement:

“Affiliate” means any person or entity controlling, controlled by, or under common control with a Party.

“Applicable Law” means all applicable laws, regulations, sanctions regimes, anti-money laundering laws, anti-corruption laws and regulatory requirements.

“Default Event” has the meaning set forth in Article 14.

“Donation” means any funds transferred by Donor to Foundation under this Agreement.

“Material Adverse Effect” means any event materially impairing lawful use of donated funds, performance of a Project, or reputation or legal standing of a Party.

“Project” means a project approved pursuant to the Foundation’s governance framework and identified in a Restricted Funds Schedule.

“Restricted Funds” means Donations contractually dedicated to a specific Project or purpose.

“Reserved Matter” means any matter listed in Article 8 requiring Donor consent.

ARTICLE 2

Scope and Structure

2.1 This Agreement establishes the general legal framework governing Donations by Donor to Foundation.

2.2 Specific restricted Donations may be documented through one or more Restricted Funds Schedules, each incorporated into and governed by this Agreement.

2.3 In case of conflict between this Agreement and a Restricted Funds Schedule, the Restricted Funds Schedule prevails solely regarding the relevant restricted Donation.

ARTICLE 3

Donation Commitment

3.1 Subject to terms herein, Donor agrees to provide Donations in the aggregate amount of:

EUR

(the Committed Amount)

3.2 Unless expressly stated otherwise, no transfer obligation arises until payment becomes due under Article 4.

3.3 No Donation creates ownership rights, governance control, or beneficial interest in Foundation assets.

ARTICLE 4

Payment Mechanics

4.1 Donations shall be paid:

- (a) as lump sum; or
- (b) in installments as set out below:

Tranche 1:.....

Tranche 2:.....

Tranche 3:

4.2 Payments shall be made to the bank account designated in Schedule B.

4.3 Donor may reasonably suspend unpaid future installments solely upon occurrence of a Default Event.

ARTICLE 5

Use of Funds

5.1 Foundation shall apply Donations solely:

- (a) in accordance with this Agreement;
- (b) for approved purposes;
- (c) in accordance with applicable Restricted Funds Schedules.

5.2 Foundation shall not knowingly use Donation funds:

- (i) for unlawful purposes;
- (ii) in violation of sanctions;
- (iii) for purposes materially inconsistent with agreed Project purposes.

5.3 Foundation shall maintain books and records reasonably sufficient to evidence use of Donations.

ARTICLE 6**Representations and Warranties of Foundation****Foundation represents and warrants that:**

- 6.1 it is duly formed, validly existing and in good standing under applicable law;
- 6.2 it has full authority to enter into and perform this Agreement;
- 6.3 execution of this Agreement does not violate its constitutive documents or Applicable Law;
- 6.4 Donation funds will be administered in good faith and in accordance with this Agreement;
- 6.5 it is not knowingly subject to sanctions prohibiting this transaction.

ARTICLE 7**Representations and Warranties of Donor****Donor represents and warrants that:**

- 7.1 it has authority to enter into this Agreement;
- 7.2 funds transferred constitute lawful funds;
- 7.3 transferred funds do not derive from unlawful activity;
- 7.4 Donor is not entering into this Agreement for money laundering, sanctions evasion or unlawful influence.

ARTICLE 8**Reserved Matters****Foundation shall not, with respect to Restricted Funds, without prior written consent of Donor:**

- 8.1 materially change Project purpose;
- 8.2 materially reallocate Restricted Funds outside agreed thresholds;
- 8.3 terminate a material Project absent necessity required by law or risk prevention;
- 8.4 materially amend donor reporting obligations;
- 8.5 transfer Restricted Funds to third parties outside approved implementation structures.

ARTICLE 9**Reporting**

9.1 Foundation shall provide Donor:

- (a) annual financial report;
- (b) Project reports as applicable;
- (c) prompt notice of any Material Adverse Effect.

9.2 Reports shall be prepared in good faith and be materially accurate to Foundation's knowledge.

ARTICLE 10**Audit Rights**

10.1 During the Term and for five (5) years thereafter, Foundation shall maintain books, records and supporting documentation reasonably sufficient to verify receipt, administration and use of Donations.

10.2 Upon no less than fifteen (15) Business Days' prior written notice, Donor may review relevant records relating solely to use of Donations.

10.3 Any audit by Donor shall:

- (a) be conducted during normal business hours;
- (b) not unreasonably interfere with Foundation operations;
- (c) preserve confidentiality obligations;
- (d) be conducted at Donor's expense unless a material misuse of funds exceeding [5]% of audited funds is identified, in which case reasonable audit costs shall be reimbursed by Foundation.

10.4 Audit rights under this Article shall not create managerial control rights over Foundation.

ARTICLE 11**AML, Sanctions and Anti-Corruption Covenants**

11.1 Each Party covenants continuing compliance with:

- (a) applicable anti-money laundering laws;
- (b) applicable sanctions laws;
- (c) applicable anti-bribery and anti-corruption laws.

11.2 Each Party shall promptly notify the other of any event reasonably likely to create material sanctions, AML or anti-corruption risk affecting this Agreement.

11.3 Foundation may suspend acceptance or use of funds if continued performance may violate Applicable Law.

11.4 Donor shall provide reasonable source-of-funds documentation if reasonably required by law, regulated banking procedures or legitimate compliance review.

ARTICLE 12

Confidentiality

12.1 Each Party shall keep confidential all non-public proprietary, financial, legal and strategic information disclosed in connection with this Agreement.

12.2 Confidential Information may be disclosed only:

- (a) as required by law;
- (b) to legal, tax, compliance or professional advisers bound by confidentiality;
- (c) with prior written consent of disclosing Party.

12.3 Confidentiality obligations survive for five (5) years following termination, except trade secrets survive as long as protected by law.

ARTICLE 13

Default Events

Each of the following constitutes a **Default Event**:

- 13.1 material misuse of Restricted Funds;
- 13.2 material breach not cured within thirty (30) days after written notice;
- 13.3 fraud or intentional misrepresentation;
- 13.4 material violation of Article 11;
- 13.5 insolvency or analogous proceeding materially impairing performance;
- 13.6 occurrence of a Material Adverse Effect not remedied within reasonable time.

ARTICLE 14

Remedies

14.1 Upon occurrence of Default Event, non-defaulting Party may:

- (a) require cure;
- (b) suspend further performance;
- (c) terminate this Agreement under Article 18;
- (d) pursue damages or equitable relief as permitted by law.

14.2 Return of donated funds may be required only:

- (i) where expressly permitted under this Agreement; and

(ii) solely to extent of misused or improperly retained Restricted Funds unless fraud or willful misconduct justifies broader relief.

14.3 Remedies are cumulative unless expressly stated otherwise.

ARTICLE 15

Indemnification

15.1 Each Party (Indemnifying Party) shall indemnify and hold harmless the other Party from third-party claims, losses, liabilities, damages and reasonable external legal costs arising from:

- (a) breach of this Agreement;
- (b) violation of law;
- (c) gross negligence or willful misconduct.

15.2 No Party shall be liable to indemnify the other for the other Party's own fraud, willful misconduct or gross negligence.

15.3 This Article survives termination.

ARTICLE 16

Limitation of Liability

16.1 Except for:

- (a) fraud;
- (b) willful misconduct;
- (c) indemnification obligations;
- (d) misuse of Restricted Funds;

neither Party shall be liable for indirect, consequential, special or punitive damages.

16.2 Aggregate contractual liability of either Party, except exclusions above, shall not exceed total Donations actually paid under this Agreement.

ARTICLE 17

Force Majeure

17.1 No Party shall be liable for delay or failure caused by events beyond reasonable control including:

war

natural disaster

pandemic

government prohibition

cyber disruption

banking system failure.

17.2 Affected Party shall promptly notify other Party.

17.3 If Force Majeure continues beyond one hundred eighty (180) days, either Party may terminate by notice.

ARTICLE 18

Term and Termination

18.1 This Agreement enters into force on Effective Date.

18.2 This Agreement remains in effect until:

- (a) all obligations are performed; or
- (b) earlier terminated.

18.3 Either Party may terminate:

- (i) by mutual written agreement;
- (ii) for uncured material breach;
- (iii) under Article 17.3.

18.4 Termination shall not affect accrued rights or survival clauses.

ARTICLE 19

Survival

The following survive termination:

Article 10 Audit Rights

Article 12 Confidentiality

Article 15 Indemnification

Article 16 Limitation of Liability

Article 20 Dispute Resolution

and any provisions intended by nature to survive.

ARTICLE 20

Dispute Escalation

20.1 Parties shall first attempt good-faith negotiation.

20.2 If dispute remains unresolved for sixty (60) days after written dispute notice, dispute proceeds to arbitration under Article 21.

ARTICLE 21**Arbitration**

21.1 Any dispute, controversy or claim arising out of or relating to this Agreement, including validity, breach, termination or non-contractual obligations arising out of or relating to it, which has not been resolved pursuant to Article 20, shall be finally settled by arbitration under the Vienna Rules (VIAC Rules) of the Vienna International Arbitral Centre.

21.2 Seat of arbitration:

Vienna, Austria

21.3 Language of arbitration:

English

21.4 Tribunal shall consist of:

one arbitrator

three arbitrators

(default recommendation: one unless claim exceeds EUR [1,000,000])

21.5 Arbitral award shall be final and binding.

21.6 Nothing in this Agreement prevents either Party from seeking interim conservatory relief before competent courts.

ARTICLE 22**Governing Law**

22.1 This Agreement shall be governed by and construed in accordance with laws of the Czech Republic, excluding conflict of laws rules to extent excluded by law.

22.2 Matters concerning validity and performance shall be interpreted consistent with Czech law and mandatory applicable law.

ARTICLE 23**Notices**

23.1 Any notice under this Agreement shall be in writing.

23.2 Notice shall be deemed delivered:

(a) when personally delivered;

(b) when received by courier;

(c) five (5) Business Days after registered mail;

(d) upon confirmed electronic delivery, where expressly agreed.

23.3 Notices shall be sent to addresses listed in Schedule B unless updated by notice.

ARTICLE 24**Assignment**

24.1 Neither Party may assign this Agreement without prior written consent of the other Party.

24.2 Any attempted assignment contrary to this Article is void.

24.3 This Agreement binds permitted successors.

ARTICLE 25**Amendment**

25.1 No amendment is valid unless in writing and signed by both Parties.

25.2 No oral modification shall have effect.

ARTICLE 26**Waiver**

26.1 Failure or delay exercising a right does not constitute waiver.

26.2 Waiver must be in writing.

26.3 Single waiver does not imply continuing waiver.

ARTICLE 27**Severability**

27.1 If any provision is invalid or unenforceable, remaining provisions remain effective.

27.2 Parties shall replace invalid provision with valid provision approximating original economic and legal intent.

ARTICLE 28**Counterparts**

28.1 This Agreement may be executed in counterparts.

28.2 Each counterpart constitutes original.

28.3 Signed electronic copies may be treated as originals unless mandatory law requires otherwise.

ARTICLE 29**Entire Agreement**

29.1 This Agreement, including all Schedules, constitutes entire agreement between Parties regarding subject matter.

29.2 It supersedes prior negotiations, drafts, letters of intent or understandings relating same subject matter.

ARTICLE 30**Execution**

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by duly authorized representatives.

Executed at:

Date:.....

DONOR

Name:

Title:

Signature:

FOUNDATION

Nadační fond Lithium Valley

By:

Name:

Title:

Chairman of the Board

SCHEDULE A

Restricted Funds Schedule

Project Name:

.....

Project ID:

LV-.....

Restricted Amount:

EUR

Purpose:

.....

Reporting Frequency:

.....

Reserved Matters Threshold:

Any reallocation above [10]% requires consent.

SCHEDULE B

Notice and Payment Details

Donor Notice Address

.....

Foundation Notice Address

Nadační fond Lithium Valley

Kaprova 42/14

110 00 Prague 1

Bank Account

FIO Banka a.s.: 331 119 9911/2010 – EUR

IBAN:

SWIFT: