

## DONATION AGREEMENT

concluded in an electronic form between:

**Slovenská elektrizačná prenosová sústava, a. s.**, a company established under the law of the Slovak Republic, with its registered office at Mlynské nivy 59/A, 824 84 Bratislava, under the number 35 829 141, represented by Mr. Ing. Peter Dovhun, Chairman of the Board of Directors and Mr. Marián Šíranec, MBA, Vice-Chairman of the Board of Directors,

hereinafter referred to as the "Donor"

and

**Private Joint Stock Company "National Power Company "UKRENERGO"**, a company established under Ukrainian law with its registered office in Ukraine, Kyiv, Symona Petliury street 25, under the number 00100227, which is represented by the \_\_\_\_\_ acting on the basis of a power of attorney from 26.12.2022 № 26/12-15

of the "National Power Company "UKRENERGO",

hereinafter referred to as the "Donee",

jointly referred to as the "Parties", and individually as the "Party".

### Preamble

Whereas:

- 1) Donor, performing the tasks of the power transmission system operator in the territory of the Slovak Republic, is responsible for ensuring the transmission of electricity and the safe and economic operation of the National Power System.
- 2) Donee, performing the tasks of the power transmission system operator in the territory of Ukraine, is responsible for ensuring the transmission of electricity and the safe and economic operation of the power system of Ukraine;
- 3) as a result of missiles attacks and military operations in Ukraine, the equipment of the Ukrainian power system was destroyed;
- 4) due to the need to limit the impact of military operations on the operation of the Ukrainian power system, Donor decided to make a donation to the Donee in the form of equipment necessary for the security and the stability of transmission network,

The Parties have agreed to enter into this Donation Agreement ("**Agreement**") reading as follows:

### § 1

1. The Donor shall donate free of charge to the Donee the equipment owned by the Donor in accordance with the List specified in Appendix No. 1 to the Agreement, for the purpose of eliminating losses due to missile attacks and military actions in Ukraine, for the safety and stability of the transmission network ("**Donated Property**").
2. The Donor determines the value of the Donated Property, referred to in section 1 above, to

be 76.313,19 EUR net, i.e., without the value added tax.

3. The Donor represents that:

- 1) it is the owner of the Donated Property, as defined in section 1 above, and that the Donated Property shall be transferred to the Donee in a manner, at a place and on a date mutually agreed upon by the Parties after the conclusion of this Agreement;
- 2) The Donated Property is not encumbered with any rights of third parties, is not subject to any proceedings, and is not a subject of any security;
- 3) the purpose of the donation was agreed upon with the Donee.

4. The Donee represents, that it accepts and will dedicate the Donated Property referred to in section 1 above for the purpose of repairing damage for the security and stability of the transmission network resulting from missiles attacks and military operations in Ukraine.

## § 2

1. The cost of transport of the equipment, which is the Donated Property, from the Donor's storage facility to the place of handover, will be borne by the Donor.
2. The handover and physical collection of the Donated Property shall be affected by persons designated by the Donor and the Donee, at a place, on a date, at a time and in a manner operationally agreed upon by the Donor and the Donee (at least three days in advance if the Parties did not agreed other). Place of handing over of goods is a place near the land-border crossing point between Ukraine and the Slovak Republic on the territory of Ukraine
3. The handover and physical collection of the Donated Property shall be confirmed by the Parties with a Donated Property Handover Certificate in accordance with the template attached as Appendix No. 2 to the Agreement. The transfer of ownership of the Donated Property shall take place at the moment of the signing the Donated property handover certificate at the place defined by the Parties.

## § 3

1. The Donor declares that the Donated Property, to the best of the Donor's knowledge, both at the time of its handover and collection confirmed by the Certificate referred to in § 2 section 3 of the Agreement, is operational, unused or coming from disassembly, in accordance with the provisions of Appendix No. 1 to the Agreement.
2. The person accepting the Donated Property shall be obliged to check its compliance with the List specified in Appendix No. 1 to the Agreement upon its collection, which shall be confirmed in the Certificate referred to in § 2 section 3 of the Agreement.

## § 4

1. The Parties agree that matters related to the execution of the Agreement will be handled by:
  - 1) on the part of the Donor
  - 2) on the part of the Donee

2. Persons referred to in section 1 above are authorized to coordinate matters related to the implementation of the Agreement on an ongoing basis, including the identification of persons and agreeing on the conditions for handing over and collecting the Donated Property, referred to in § 1 of the Agreement, supervision over the implementation of the Agreement, consultations and substantive arrangements, but without the right to make amendments thereto or incur financial obligations.
3. A change of the persons listed in section 1 above does not constitute an amendment to the Agreement, it only requires a written notification under pain of nullity to the other Party by the Party making the amendment. Such amendment shall be effective as of the date of delivery to the other Party of a unilateral declaration of will to the extent referred to in the preceding sentence.

#### § 5

1. The Parties unanimously declare that they have the capacity to conclude the Agreement and that the persons signing the Agreement on their behalf are duly authorized to bind the Parties to the provisions of the Agreement.
2. The Parties agree that using the Donated Property, in whole or in part, for a purpose other than specified in § 1, section 1 of the Agreement shall be treated as committing gross ingratitude towards the Donor and shall entitle the Donor to revoke the donation.
3. Regardless of the representations in § 1 of this Agreement or other obligations in this contract, the Donor shall not be liable to the Donee, regardless of the legal ground whatsoever. This applies in particular but not conclusively to the failure to deliver the Donated Property, the damage of the Donated Property and the usability of the Donated Property for the intended purpose.
4. Any amendments or additions to the Agreement shall be made in writing under pain of nullity and in the form of an annex, unless otherwise provided for in the Agreement.
5. If any provision of this Agreement are invalid or ineffective, it shall not render the remaining provisions of the Agreement invalid or ineffective.
6. This Agreement shall be governed by the legislation of the Slovak Republic. To the matters not regulated in this Agreement, the provisions of the respective legislation of the Slovak Republic shall apply.
7. All disputes related to this Agreement shall be resolved through negotiations between the Parties. If the dispute cannot be resolved through negotiations, it shall be resolved in court in the territory of the Slovak Republic.
8. The Agreement shall be concluded through an electronic exchange of documents comprising the content of consensual declarations of will of the Parties, each of which is signed either electronically or manually by one of the Parties.
9. Since Donor is an obliged person pursuant to the Slovak Act No 211/2000 Coll. on free access to information (the "Act on free access to information"), Parties agree that: - the Agreement itself and related tax documents may be published in the manner required by the Act on free access to information.
10. The date of this Agreement shall be the date on which the person representing the Party signs the Agreement as the second signatory. The Agreement shall enter into force on the day following its publication by the Donor.
11. Each Party shall incur its own costs of this Agreement conclusion.

12. The Appendices to the Agreement shall form an integral part hereof.

13. The Appendices to the Agreement shall be as follows:

Appendix no. 1 - List of Donated Property;

Appendix no. 2 - Template of the Donated Property Handover Certificate

14. The Agreement was drawn up in two language versions Ukrainian and English. In case of any discrepancies or disputes as to the interpretation of its content, the English version shall be binding.

15. The Donee carries out his activities without using a seal.

On behalf of the Donor:

In Bratislava, date: .....

On behalf of the Donee:

In Kyiv, date: .....

.....  
Ing. Peter Dovhun

Chairman of the Board of Directors

.....  
Marián Širaneč, MBA

Vice-Chairman of the Board of Directors

Appendix No. 1

to Donation Agreement dd \_\_\_\_\_

LIST OF DONATED PROPERTY

P. č.	Short description	Type	Quantity [ks]	Year of production	In/Un	I break	U control	U engine U приводе	Status	Value of unit [€]	Total Value [€]
1										30 000,00	30 000,00
2										2000,00	2000,00
3										3813,19	3813,19
4										500,00	1500,00
5										500,00	1500,00

6									500,00	1500,00
7									4000,00	12000,00
8									4000,00	12000,00
9									4000,00	12000,00
									<b>Total</b>	<b>76 313,19</b>

Place of property transfer

DONATED PROPERTY HANDOVER CERTIFICATE

in ..... on....., at .....

1. The name of the Donor and the first and last name and position of the person authorized to handover the Donated Property on the part of the Donor:

**Slovenská elektrizačná prenosová sústava**, address: a. s., Mlynské nivy 59/A, 824 84  
Bratislava

Represented by \_\_\_\_\_

2. The name of the Donee and the first and last name and position of the person authorized to collect the Donated Property on the part of the Donee:

**National Power Company "Ukrenergo"**, address: 25 Symona Petliury Str., Kyiv, Ukraine,  
01032

Represented by \_\_\_\_\_

3. Annex to Donated Property Handover Certificate; the list of Donated Property.

4. The Donee raises/does not raise objections\* to the items specified in the above List:

(\* delete as appropriate)

5. Other comments.....

6. The Donee hereby acknowledges the collection of the Donated Property.

7. Place of property transfer:

On the part of the Donor:

On the part of the Donee:

\_\_\_\_\_

\_\_\_\_\_