

ZÁKLADNÉ INFORMÁCIE O ZMLUVE UZAVRETEJ PODĽA INÉHO AKO SLOVENSKEHO PRÁVNEHO PORIADKU¹

1. Rozhodné právo: španielske právo

2. Zmluvné strany:

- 2.1Slovenská technická univerzita v Bratislave.....
názov/obchodné meno
Ilkovičova 3, Bratislava 841 04, Slovenská republika....
sídlo/štát
00397 687.....
IČO/registrácia
- 2.2 CARTAGO VENTURES S.L.....
názov/obchodné meno
Avenida de Diagonal,580, Barcelona, Španielsko.....
sídlo/štát
B66845488 (VAT).....
IČO/registrácia

3. Typ zmluvy: Zmluva o koordinačnej a podpornej činnosti pre projekt Horizon Europe

4. Predmet zmluvy: koordinačná a podporná činnosti pre projekt Horizon Europe „Prepojenie českého a slovenského ekosystému pre centrum excelentnosti v oblasti výkonej elektroniky novej generácie“, od strategickej analýzy až po rokovanie o grante. Podanie projektu do grantového programu HORIZONT EUROPE INNOVATION ACTION.

5. Cena: 1 650 EUR

- 825 EUR po podpísaní zmluvy
- 825 EUR pri odovzdaní

Poplatok za úspech

V prípade, že návrh pripravený spoločnosťou Inveniam bude nakoniec financovaný, poplatok za úspech bude účtovaný, vypočítaný nasledovne:

- 3,23 % z celkového grantu získaného pre klienta (plus DPH, ak sa uplatňuje).

6. Doba zmluvy: 18 mesiacov od okamihu jej podpísania

7. Záručná doba:

- 7.1 ~~je dohodnutá na dobu~~
- 7.2 nie je dohodnutá

8. Zmluva vyhotovená v anglickom jazyku

je neoddeliteľnou súčasťou tejto informácie a nasleduje za jej textom.

VBratislave..... dňa14.3.2024.....

¹§ 853 ods. 3 Občianskeho zákonníka, § 771c Obchodného zákonníka

BINDING OFFER FOR PRESENTATION OF HORIZON EUROPE COORDINATION AND SUPPORT ACTION

Dear prof. Kutiš,

At Inveniam Group (hereinafter, "**Inveniam**" or the "**Consultant**") we support companies in submitting a proposal to the public funding authorities with a tailor-made package of services, adjusted to the needs of each specific client, here Slovak University of Technology in Bratislava, Faculty of Electrical Engineering and Information Technology of STU in Bratislava, Ilkovičova 3, 841 04 Bratislava, Slovak republic (hereinafter, the "**Client**"), from the strategic analysis of the idea to the negotiation of the grant. For this reason, we are pleased to present the following binding offer hereinafter, "**Binding Offer**" or "**Offer**") to apply for the grant program **HORIZON EUROPE INNOVATION ACTION**. Both will be referred to jointly as the "**Parties**" or individually as the "**Party**".

THE CONSULTANT:



CARTAGO VENTURES S.L., operating under the brand name Inveniam Group, with Tax Identification Number B66845488 and address at Avenida de Diagonal, number 580, 4^o - 2^a from Barcelona.

THE CLIENT:



Slovak University of Technology in Bratislava, Faculty of Electrical Engineering and Information Technology of STU in Bratislava, with Tax Identification Number SK2020845255 and address at Ilkovičova, number 3, from Bratislava, Slovak republic.

PROGRAM



Program: HORIZON EUROPE
ID:(HORIZON-WIDERA-2023-ACCESS-07)

Call: Excellence Hubs
Closing date: 07 March 2024 17:00 CET

SERVICES INCLUDED



The services included in this Binding Offer are the following:

- Advise the Client on the best approach to present the proposal and joint definition of key concepts, objectives and scope of projects for optimal fit in the call and relevant topic.
- Detailed explanation of the technical and economic rules of the program corresponding to the grant. Advice on the preparation of the Client's budget proposal to be submitted for grant funding, with strategic considerations that facilitate justification of costs if the project is approved.
- Coordination of full proposal preparation (in English) according to the participant guidelines.
- Inveniam will compile all the background information provided by the Client for the submission of the proposal:
 - The proposal writing service includes gathering as much technical, economic and market information provided by the Client, and the information available in literature, trade publications, studies, reports, similar innovation projects.
 - The proposal writing service includes filter, organize and rewrite the information collected, proposing to the Client the text to be included in each section of the template proposal, as well as a proposal of the overall approach.
 - INVENIAM will revise, restructure and rewrite the Proposal as necessary, using the content provided by the Client, to ensure the project is easy to understand and has a clear narrative throughout.
 - INVENIAM will provide all elements of graphic design.

- Submission of application and attached documents through the electronic system of the Participant Portal.
- In case of success of the proposal, administrative task of coordinating the negotiation of the Grant Agreement (Grant Agreement Preparation Process) corresponding with the European Commission is also included.
- If the proposal is not selected for funding, the possibility of adapting to feedback received from the Commission European and resubmitting the proposal for free for another call deadline is also included. Should it not be successful at the second attempt, decisions on whether to continue to submit the proposal for further calls will be made by the Client and Inveniam, based on the possibility of winning funding and the Client's interest in continuing in submitting the proposal to this Call.
- If the Client so wishes, Inveniam will also manage the request for potential available aids, if any.

ANNEX 1 will regulate the specific services included according to the specific grant program.

FINANCIAL TERMS



The service includes a fixed fee and the following success fees, the success fees will only be invoiced in case the proposal prepared by the Consultant is selected for funding. This service cost can be split between the partners of the consortium.

Fixed Fee

Service cost: 1,650 EUROS (plus VAT).

The fixed price will be invoiced as follow (plus VAT):

- 825 € after signing the contract.
- 825 € upon submission.

Success Fee¹

In case the proposal prepared by Inveniam is finally financed, a success fee (hereinafter, the "Success Fee") will be billed, calculated as follows:

- 3.23 % of the total grant obtained for the entire project (plus VAT where applicable).

For example, if the total grant achieved is EUR 1,000,000, the success fee would be EUR 32,300 + VAT.

All invoices will expire in 30 days

VALIDITY AND GENERAL CONDITIONS



The present Binding Offer shall take effect from the moment it is signed and shall have a maximum duration of 18 months or until Inveniam submits to the competent authority the proposal prepared for obtaining the grant.

This Binding Offer shall be governed by the general conditions included in ANNEX 2.

In Barcelona, 21.02.2024

Cartago Ventures S.L. with tax ID B66845488
Under the Brand Inveniam Group

The Client

Signed by John Crockett, Joint Managing Partner.

Signed by prof. Ing. Vladimír Kutíš, PhD., dean

Signed by Eric Suñol, Joint Managing Partner.

ANNEX 1
SPECIFIC SERVICES – HORIZON EUROPE COORDINATION AND SUPPORT ACTION

PARTICULAR CONDITIONS

- The Proposal for the **HORIZON EUROPE COORDINATION AND SUPPORT ACTION** call is divided into two parts:
 - Part A: Administrative forms and budget.
 - Part B: Technical proposal which includes the following sections:
 - **Executive Summary.**
 - **Section 1.- EXCELLENCE.**
 - 1.1 Objectives.
 - 1.2 Coordination and/or support measures and methodology.
 - **Section 2.- IMPACT.**
 - 2.1. Project's pathways towards impact
 - 2.2. Measures to maximise impact - Dissemination, exploitation and communication.
 - 2.3. Summary.
 - **Section 3.- QUALITY AND EFFICIENCY OF THE IMPLEMENTATION.**
 - 3.1. Work plan and resources.
 - 3.2. Capacity of participants and consortium as a whole.
- INVENIAM will lead the complete preparation of Part A and the following sections of Part B: Executive Summary prior to Section 1, all of Section 2 and 3.2, while the preparation of Sections 3.1 and any required extension of the Part B, being more technical, will be led by the appropriate staff of the consortium members, advised and guided at all times by INVENIAM.

ANNEX 2 GENERAL CONDITIONS

This General Conditions are part of the Binding Offer (hereinafter, the "**Binding Offer**" or "**Offer**") dated 21.02.2024 entered between CARTAGO VENTURES S.L. (hereinafter, "**INVENIAM**" or the "**Consultant**") with Tax Identification Number B66845488 and Slovak University of Technology in Bratislava, Faculty of Electrical Engineering and Information Technology of STU in Bratislava, (hereinafter, the "**Client**") with Tax Identification Number SK2020845255. Both will be referred to jointly as the "**Parties**" or individually as the "**Party**".

OBLIGATIONS



INVENIAM undertakes to provide the agreed services diligently and in accordance with the standards of quality and professionalism required for prepare a document describing in detail the project that the Client wishes to carry out (hereinafter, the "**Project**") and for which it is seeking grant funding (hereinafter, this document is referred to as the "**Proposal**"). Likewise, the Consultant will maintain open and effective communication to report any problems or changes in the performance of the services.

The Client agrees to provide accurate, complete, and updated information necessary for the provision of the services. Furthermore, the Client agrees to cooperate fully with INVENIAM to facilitate the performance of the services and shall be responsible for complying with all requirements and deadlines established by the relevant public institutions for the submission of the Proposal prepared by INVENIAM.

The Client undertakes to inform the Consultant about the status of the grant process and the result obtained. If the proposal prepared by INVENIAM is finally financed, the Client should send the Grant Agreement agreed upon by the competent grant authority to the consultant.

EXPENSES



In addition to the economic conditions detailed in the Binding Offer, expenses associated with travel outside of Catalonia will be paid, including per diem, accommodation, and transportation of INVENIAM employees, which must be justified by INVENIAM (through the remission of the corresponding invoices or tickets) and previously approved by the Client.

SUCCESS FEES



Success Fee

In case the proposal prepared by Inveniam is finally financed, a success fee (hereinafter, the "**Success Fee**") will be billed. This Success Fee shall be the percentage indicated in the Binding Offer and refers to the total grant that finally appearing in the corresponding Grant Agreement agreed upon by the competent grant authority. In any case, the resulting amount will be billed in a single invoice once the Client has received the first payment from the competent grant authority. Although the Client decides not to sign the Grant Agreement, the Success Fee will be billed unless it is not signed for reasons which are not attributable to the Client.

PAYMENT TERMS



The financial terms agreed between the Parties in the Binding Offer do not include taxes (in particular VAT) unless expressly agreed otherwise. The Client undertakes to pay any taxes, fees

or withholding taxes applicable to the services rendered by INVENIAM, in accordance with the tax laws and regulations in force.

The Client agrees to make payment of invoices corresponding to the fees and any Success Fees within 30 calendar days from the date of issuance of the invoice by INVENIAM. All payments shall be made by bank transfer to the following account held by INVENIAM:

Name Bank: CAIXABANK, S.A.

Account holder: Cartago Ventures, S.L.

SWIFT/BIC Code: CAIXESBBXXX

Nº (IBAN): ES43 2100 0819 3902 0059 6107

Address: S'Arravaleta 30, Maó- 07702 Illes Balears, Spain INVENIAM reserves the right to suspend the provision of services until the Client has regularized the payment of the outstanding invoices.

EARLY TERMINATION AND NON-PERFORMANCE



Client's Resolution

In the event that the Client decides to unilaterally terminate the Binding Offer before the term agreed between the Parties, fifteen (15) calendar days' notice must be given, and the work performed up to that moment will be invoiced according to the dedicated hours. The price per hour shall amount to ONE HUNDRED TWENTY (120) EUROS and shall be deducted from the total of the amounts already paid by the Client.

If the Client's Resolution is based on an INVENIAM non-performance of its provisions, provided that a written notice has been given requesting that the breach be remedied and that such remedy has not been provided within one (1) month from the date of such notice, INVENIAM shall repay those amounts received that correspond to stages subsequent to the non-performance.

Inveniam's Resolution

If INVENIAM decides to unilaterally terminate the Binding Offer before the term agreed between the Parties, fifteen (15) calendar days' notice must be given, and the work performed to date shall be delivered to the Client and any amount received shall be returned to the Client.

When the non-performance is attributable to the Client, provided that a written notice has been given requesting that the breach be remedied and that such remedy has not been provided within one (1) month from the date of such notice, the Client shall pay INVENIAM the fees relating to the work performed up to that time. The price per hour shall amount to ONE HUNDRED TWENTY (120) EUROS and all amounts already paid by the Client shall be deducted from the total.

Cessation of Activities

Likewise, the Parties may automatically terminate the Binding Offer by means of a simple written communication to the other Party in the following cases:

- In case of extinction or loss of legal personality.
- The cessation, for any reason, of the other Party in the continuity of its business or line of principal activity or the liquidation or closure of its activities.

Force Majeure or Unforeseen Circumstances

Any event of force majeure or unforeseen circumstances that renders the performance of this Binding Offer impossible or impracticable, including but not limited to natural disasters, riots, war, pandemic, or other fortuitous circumstances, shall release both Parties from their obligations without liability.

In the event of failure to obtain the grant or loan involved, INVENIAM is not responsible for the results of the projects submitted to public institutions, as this depends on external factors beyond its control.

CONFIDENTIALITY



All information, documentation and/or methodology developed and/or elaborated by both Parties during the term of the Binding Offer or all that which has been derived from the same, whatever its support, shall be considered as Confidential Information.

The Client expressly authorizes INVENIAM to forward to public and/or private entities any information necessary for the development of the Proposal.

INTELLECTUAL PROPERTY RIGHTS



The intellectual property rights on materials, audiovisual content, solutions, and results arising as a consequence of the specific adaptation of the methodologies used by the Consultant to the Client's situation in the development of the Proposal shall belong only and exclusively to INVENIAM.

INVENIAM provides a license for the exclusive personal use of the Proposal, during the term of the Binding Offer and solely for the purpose for which the services of the Consultant were contracted. INVENIAM shall not be liable for any additions, modifications, adaptations or amendments introduced by the Client in any case.

Intellectual and Industrial Property rights already existing at the date of the Binding Offer as the Client's property or enjoyed by the Client under license shall remain the property of such Party or of the third-party licensor.

Client may not commercialize, encumber, dispose of or assign to any third-party the result of this Proposal or any modifications, additions or alterations made to this project.

NON-SOLICITATION CLAUSE



The Parties agree that during the term of this Agreement and for a period of two (2) years after the completion of the current Binding Offer, the Client agrees not to make any direct or indirect attempt to recruit, employ, hire or otherwise induce or attempt to induce any INVENIAM employee to cease providing services to INVENIAM and to join the workforce of the Client or to sign a contract for the provision of services with or for the Client or, in either case, for any company having business or employment relations with the Client.

If the Client violates the non-solicitation clause, the Client agrees to pay INVENIAM a compensation fee of 20,000 € as compensation for the potential loss of human resources and damage to the employment relationship. This indemnity shall be due and payable within thirty (30) days from the date INVENIAM notifies to the Client in writing of the violation of the non-solicitation clause.

APPLICABLE LAW AND JURISDICTION



The Binding Offer and these General Conditions shall be governed by and construed in accordance with Spanish Law. Likewise, with express waiver of any jurisdiction that may correspond to them, the Parties expressly submit to the jurisdiction of the Judges and Courts of the city of Barcelona, for any litigious matters that may arise from the interpretation, application and execution of any Binding Offer or Appendix signed with INVENIAM.

MISCELLANEOUS



The content of the Binding Offer may be subject to consultation or extension at the Client's request in all matters deemed appropriate by the Parties.

If the Client deems it appropriate, it shall inform INVENIAM of its acceptance of the Binding Offer by returning it signed in the section created for this purpose. The return can be made via e-mail, being considered, in this case, the signatures authentic for all purposes.

Cartago Ventures S.L. with tax ID B66845488
Under the Brand Inveniam Group

In Barcelona, 21.2.2024
The Client

Signed by John Crockett, Joint Managing Partner.

Signed by prof. Ing. Vladimír Kutiš, PhD., dean

Signed by Eric Suñol, Joint Managing Partner