

## DAROVACIA ZMLUVA / DONATION CONTRACT

uzatvorená podľa § 628 z.č. 40/1964 Zb. Občiansky zákonník (ďalej len „**Občiansky zákonník**“) /  
concluded pursuant to § 628 of Act no. 40/1964 Coll. Civil Code (hereinafter only “**Civil Code**“)

medzi zmluvnými stranami / between the parties

|                                 |                                                                 |
|---------------------------------|-----------------------------------------------------------------|
| Obchodné meno/Business Name:    | <b>Danucem Slovensko a.s.</b>                                   |
| Sídlo/Registered Seat:          | 906 38 Rohožník                                                 |
| IČO/Identification No.:         | 00214973                                                        |
| IČ DPH/VAT Identification No.:  | SK7120000041 – člen skupiny na účely DPH v SR                   |
| IBAN:                           | SK97 1111 0000 0011 4512 5271                                   |
| Zápis/Registration:             | OR OS Bratislava I, oddiel: Sa, vložka: 1265/B                  |
| Kontaktná osoba/Contact person: | Alžbeta Timárová, 0911 151 271,<br>alzbeta.timarova@danucem.com |

(ďalej len „**darca**“) / (hereinafter only “**donor**“)

a / and

|                                 |                                            |
|---------------------------------|--------------------------------------------|
| Obchodné meno/Business Name:    | <b>Obec Žarnov</b>                         |
| Sídlo/Registered Seat:          | Žarnov 85, 044 02 Žarnov                   |
| IČO/Identification No.:         | 00324965                                   |
| DIČ/Tax Identification No.:     | 2020751304                                 |
| IBAN:                           | SK02 0200 0000 0000 1622 0542              |
| Kontaktná osoba/Contact person: | Roland Szabó, 0911 883 813, info@zarnov.sk |

(ďalej len „**obdarovaný**“) / (hereinafter only “**donee**“)

za nasledovných podmienok (ďalej len „**zmluva**“): /  
under following terms and conditions (hereinafter only “**contract**“):

### Čl. I Predmet zmluvy

1.1 Predmetom zmluvy je záväzok darcu poskytnúť obdarovanému dar uvedený v čl. II tejto zmluvy a záväzok obdarovaného použiť dar v súlade s účelom uvedeným v tejto zmluve a to všetko za podmienok uvedených v tejto zmluve.

### Article I Subject matter of the contract

1.1 The subject matter of the contract is the donor's obligation to grant to the donee a donation stipulated in Article II herein and the donee's obligation to use the donation in compliance with the purpose stipulated herein and all that under the conditions stipulated herein.

### Čl. II Dar

2.1 Darca poskytne obdarovanému nasledovný dar (ďalej len „**dar**“): finančný dar vo výške 1.500,- EUR.

2.2 Dar bude použitý na nasledovný účel/projekt: projektová dokumentácia s názvom: „Revitalizácia verejného priestranstva okolia cintorína v Žarnove“.

### Article II Donation

2.1 The donor shall grant to the donee the following donation (hereinafter only “**donation**”): financial donation in amount of 1.500,- EUR.

2.2 The donation shall be used for the following purpose/project: project documentation entitled: "Revitalisation of the public space around the cemetery in Žarnov".

### Čl. III Ostatné podmienky

3.1 Obdarovaný dar prijíma a zaväzuje sa dar použiť výlučne na účel uvedený v tejto zmluve.

3.2 Dar bude poskytnutý najneskôr do 60 dní odo dňa podpisu tejto zmluvy. V prípade peňažnej formy daru bude dar poskytnutý prevodom na účet obdarovaného uvedený v tejto zmluve. V prípade nepeňažnej formy daru bude dar poskytnutý v závide darcu a obdarovaný si ho

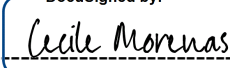
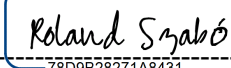
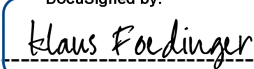
### Article III Special provisions

3.1 The donee accepts the donation and obliges to use the donation only for the purpose stipulated herein.

3.2 The donation shall be granted within 60 days upon signing hereof. In case of monetary form of the donation the donation shall be granted via transfer into the bank account of the donee stipulated herein. In case of non-monetary form of the donation the donation shall be granted ex-factory and the donee

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| <p>musí prísť vyzdvihnúť. Darca má právo kedykoľvek zmeniť peňažnú formu daru na nepeňažnú.</p> <p>3.3 Obdarovaný sa zaväzuje projekt realizovať najneskôr do 6 mesiacov od poskytnutia daru, pokiaľ nebude dohodnuté inak (stačí aj emailom), a v tej istej lehote predložiť darcovi záverečnú správu o realizácii projektu a použití daru, prílohou ktorej budú kópie účtovných dokladov preukazujúcich obstaranie prác, tovarov alebo služieb na projekt. V prípade porušenia ktorejkoľvek z týchto povinností alebo použitia daru na iný ako dohodnutý účel alebo nepredloženia záverečnej správy riadne a včas alebo v prípade, že darca vyhodnotí predložené dokumenty ako nedostatočné, má darca právo odstúpiť od tejto zmluvy a požadovať bezodkladné vrátenie daru alebo zaplatenie hodnoty daru v peniazoch, pričom v prípade nepeňažného daru sa peňažná hodnota daru určí podľa cenníka darcu platného v čase uzavretia tejto zmluvy. V prípade omeškania obdarovaného s vrátením daru sa zaväzuje zaplatiť darcovi úrok z omeškania vo výške 0,05 % z dlžnej sumy za každý deň omeškania.</p> <p>3.4 Obdarovaný sa zaväzuje umiestniť a zobraziť logo a obchodné meno darcu na mieste realizácie projektu, pričom je povinný si vopred nechať od darcu schváliť miesto a spôsob umiestnenia a zobrazenia loga a obchodného mena darcu.</p> <p>3.5 Obdarovaný sa zaväzuje dodržiavať počas plnenia tejto zmluvy Zásady zodpovedného podnikania CRH v rozsahu, v ktorom sa vzťahujú na obdarovaného (dostupné tiež na <a href="https://www.danucem.com/sk/sustainability/ethical-behavior-and-management">https://www.danucem.com/sk/sustainability/ethical-behavior-and-management</a>). V prípade vydania a zverejnenia nových Zásad zodpovedného podnikania CRH, ktoré budú obdarovanému oznámené (napr. emailom) sa obdarovaný zaväzuje dodržiavať Zásady zodpovedného podnikania CRH v aktualizovanom znení.</p> <p><b>Informácie o spracúvaní osobných údajov:</b></p> <p>3.6 Obdarovaný potvrdzuje, že sa oboznámil s Informáciami o spracúvaní osobných údajov, ktoré sa nachádzajú na internetovej stránke <a href="https://www.danucem.com/sk/privacy-statement">https://www.danucem.com/sk/privacy-statement</a> a že s ich obsahom oboznámil všetky dotknuté osoby, ktoré sa podieľajú na príprave a/alebo plnení tejto zmluvy a ktorých osobné údaje poskytne darcovi.</p> | <p>must take it over. The donor is whenever entitled to change the monetary form of the donation to non-monetary form.</p> <p>3.3 The donee shall carry out the project within 6 months upon the granting of the donation unless otherwise agreed (email is sufficient), and within the same period to provide the donor with a final report on the project realization and using of the donation with the copies of the invoices and bills proving the procurement of works, goods and services related to the project attached. In case of breach of any of the aforementioned obligations or utilization of the donation for other purpose than stipulated herein or provision of the final report not duly or on time or the donor considers the submitted documents as not sufficient, the donor shall be entitled to withdraw the contract and to require returning of the donation or repayment of the value of the donation in money whereas in case of non-monetary donation the value of the donation in money will be defined according to price list of the donor valid at time of signing hereof. In case of delay of the donee with returning of the donation he shall be obliged to pay to the donor the delay interest in the amount of 0,05% p.d. of the due amount.</p> <p>3.4 The donee is obliged to locate and display the logo and business name of the donor at the place of the project realization whereas the donee is obliged to have approved in advance the place and way of the location and display of the logo and business name by the donor.</p> <p>3.5 The donee undertakes, during the performance of this contract, to comply with the Principles of Corporate Social Responsibility of CRH to the extent applicable on the donee (available also at <a href="https://www.danucem.com/sustainability/ethical-behavior-and-management">https://www.danucem.com/sustainability/ethical-behavior-and-management</a>). In case of issuance and publication of the new Principles of Corporate Social Responsibility of CRH which will be notified to the donee (e.g. by email), the donee shall undertake to comply with the Principles of Corporate Social Responsibility of CRH in their updated version.</p> <p><b>Processing of personal data:</b></p> <p>3.6 The donee confirms that he has read the Information on the processing of personal data which can be found on the website <a href="https://www.danucem.com/privacy-statement">https://www.danucem.com/privacy-statement</a>, and that the donee has informed about its contents all data subjects who participate in the preparation and/or performance of this contract and whose personal data will be provided to the donor.</p> |
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| <p style="text-align: center;"><b>Čl. IV</b><br/><b>Trvanie zmluvy</b></p> <p>4.1 Zmluva je uzavretá na dobu do vysporiadania všetkých práv a povinností z nej vyplývajúcich pokiaľ nedôjde k odstúpeniu od tejto zmluvy alebo k inej skutočnosti spôsobujúcej jej zánik.</p> <p>4.2 Zmluvné strany sú oprávnené odstúpiť od tejto zmluvy s účinkami ku dňu doručenia odstúpenia z dôvodov uvedených v tejto zmluve, ako aj zo zákonných dôvodov, pričom pri odstupovaní zo zákonných dôvodov v prípade podstatného porušenia tejto zmluvy možno odstúpiť len pokiaľ nedôjde k odstráneniu tohto podstatného porušenia ani do 10 dní odo dňa písomného upozornenia.</p> <p>4.3 Darca je oprávnený odstúpiť od tejto zmluvy v prípade omeškania obdarovaného s vykonaním projektu v dohodnutej lehote.</p> <p>4.4 Darca má právo tiež kedykoľvek vypovedať túto zmluvu a neposkytnúť dar.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p style="text-align: center;"><b>Article IV</b><br/><b>Duration of the contract</b></p> <p>4.1 The contract is concluded for a period until the satisfaction of all rights and obligations arising here from so long as withdrawal from this contract or any other facts resulting in its expiry have not occurred.</p> <p>4.2 The parties are authorized to withdraw from this contract effective on the delivery date of such notice on the grounds stipulated herein or other legal grounds whereby withdrawal on legal grounds in the event of a significant breach of this contract can only occur if such significant breach is not remedied within 10 days from written notice to complete such remedy.</p> <p>4.3 The donor is authorized to withdraw from this contract if the donee is in delay with the execution of the project within the agreed deadline.</p> <p>4.4 The donor is also whenever entitled to terminate the contract and not to grant the donation.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p style="text-align: center;"><b>Čl. V</b><br/><b>Záverečné ustanovenia</b></p> <p>5.1 Zmluva nadobúda platnosť a účinnosť podpisom oboch zmluvných strán.</p> <p>5.2 Zmluvu uzavretú písomne aj zmluvu uzavretú elektronicky (DocuSign) možno meniť a dopĺňať len písomne alebo elektronicky (DocuSign).</p> <p>5.3 Zmluvné strany sa dohodli, že všetka korešpondencia medzi nimi v súvislosti s touto zmluvou sa bude doručovať na aktuálne adresy ich sídiel zverejnené v obchodnom registri alebo inom príslušnom registri alebo v prípade fyzických osôb na trvalé bydliská uvedené v tejto zmluve, pokiaľ si písomne neoznámia zmenu adresy trvalého bydliska. Zmluvné strany sa dohodli, že v prípade, ak si adresát neprevezme zásielku do piateho dňa odo dňa jej odoslania adresátovi na adresu dohodnutú v zmysle tohto bodu, bude sa zásielka považovať za doručení uplynutím piateho dňa odo dňa jej odoslania za predpokladu, že bola odoslaná doporučené poštovým podnikom na adresu dohodnutú v zmysle tohto bodu, a to bez ohľadu na to, či si adresát zásielku prevzal a/alebo či sa adresát o zásielke dozvedel.</p> <p>5.4 Zmluvné strany sa dohodli, že všetky informácie uvedené v tejto zmluve má darca právo poskytnúť osobám patriacim v čase ich poskytnutia do skupiny CRH Group, ako aj ich zmluvným poradcom.</p> <p>5.5 Zmluva sa riadi slovenským právom a v prípade, že bude obsahovať medzinárodný prvok, bude miestne príslušným súdom na</p> | <p style="text-align: center;"><b>Article V</b><br/><b>Final provisions</b></p> <p>5.1 The contract is valid and in effect upon its signature by both parties.</p> <p>5.2 Both the contract concluded in writing, as well as the contract signed electronically (DocuSign) may be amended or complemented only in writing or electronically (DocuSign).</p> <p>5.3 The parties have agreed that all correspondence between the parties related to this contract will be delivered to the addresses of their registered offices published in the Commercial Register or other register or to the permanent residences of the physical persons shown herein if no change to such permanent addresses is notified in writing. The parties have agreed that if the recipient does not receive the parcel at least within five days of the dispatch of the parcel to the address agreed in terms of this clause, the parcel is considered delivered upon expiry of the fifth day subject to condition that it was sent via registered mail via a postal carrier to the address agreed in terms of this clause regardless of if the recipient received and/or regardless of if the recipient was aware of such parcel.</p> <p>5.4 The Parties have agreed that the donor has the right to provide any and all information contained herein to other entities belonging in time of their providing to the CRH Group and their contracted advisers.</p> <p>5.5 This contract is subject to Slovak law and if it contains international elements, the venue for resolving any disputes arising here from will be the</p> |

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| <p>riešenie sporov z tejto zmluvy príslušný súd určený podľa sídla darcu. V prípade viacerých jazykových verzií tejto zmluvy má vždy prednosť znenie zmluvy v slovenskom jazyku.</p> <p>5.6 Zmluva uzavretá písomne sa vyhotovuje v 2 rovnopisoch, pričom po 1 rovnopise obdržala každá zmluvná strana. Zmluvu podpísanú elektronicky (DocuSign) obdržala každá zmluvná strana v elektronickej forme.</p> <p>5.7 Zmluvné strany vyhlasujú, že k právnym úkonom sú spôsobilé, ich zmluvná vôľnosť nie je obmedzená, zmluvu uzatvárajú slobodne a vážne a jej obsahu porozumeli a súhlasia s ním, na znak čoho túto zmluvu podpisujú.</p> <p>5.8 Zmluvné strany uvedením emailových adries v podpisovom riadku prejavujú svoju vôľu podpísať túto zmluvu elektronickým podpisom DocuSign a súhlasia s tým, že dole uvedení zástupcovia sú oprávnení podpísať túto zmluvu elektronicky v mene zmluvných strán a majú výlučnú kontrolu nad a zodpovednosť za svoje e-mailové adresy uvedené v podpisovom riadku. Zmluvné strany sú si vedomé a akceptujú, že elektronický podpis DocuSign je právne záväzný v súlade s nariadením (EÚ) č. 910/2014 o elektronickej identifikácii a dôveryhodných službách pre elektronické transakcie na vnútornom trhu (nariadenie eIDAS), ktoré je priamo uplatniteľné vo všetkých členských štátoch EÚ. V zmysle nariadenia o eIDAS, článok 25 - Právne účinky elektronického podpisu „Elektronickému podpisu sa nesmú odoprieť právne účinky a prípustnosť ako dôkazu v súdnom konaní iba z dôvodu, že je v elektronickej podobe alebo že nespĺňa požiadavky pre kvalifikovaný elektronický podpis.“.</p> | <p>court with jurisdiction for the donor's registered office. The version of this contract in Slovak language takes precedence over all other language mutations hereof.</p> <p>5.6 This contract when concluded in writing is signed in 2 counterparts from which each party has received 1 counterpart. The contract signed electronically (DocuSign) has been received by each party in electronic form.</p> <p>5.7 The parties declare that they are eligible for legal acts, their contractual freedom is not limited, they concluded the contract freely and seriously, they have understood its contents and as witness thereof they attach their signatures thereto.</p> <p>5.8 The Parties by providing e-mail addresses in the signature section hereof manifest their will to sign this Contract by DocuSign electronic signature and agree that hereinafter referred representatives are authorized to electronically sign this Contract on behalf of the Parties and have exclusive control over and responsibility for their e-mail addresses mentioned in the signature section. The Parties are aware and accept that DocuSign electronic signature is legally binding in compliance with the Regulation (EU) no. 910/2014 on electronic identification and trust services for electronic transactions in the internal market (eIDAS Regulation) which is directly applicable in all the EU member states. In terms of eIDAS Regulation, Article 25 - Legal effects of electronic signature “An electronic signature shall not be denied legal effect and admissibility as evidence in legal proceedings solely on the grounds that it is in an electronic form or that it does not meet the requirements for qualified electronic signatures.”.</p> |
| V/In Rohožník dňa/date 04-Mar-2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | V/In Žarnove dňa/date 04-3-2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p>DocuSigned by:<br/> <br/> CBE84B6B693F49F...</p> <p>darca/ donor<br/> <b>Danucem Slovensko a.s.</b><br/> Meno, priezvisko: Cécile Morenas<br/> Funkcia: člen predstavenstva/ Member of B.O.D<br/> DocuSign e-mail: cecile.morenas@danucem.com</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>DocuSigned by:<br/> <br/> 78D9B28271A8431...</p> <p>obdarovaný/ donee<br/> <b>Obec Žarnov</b><br/> Meno, priezvisko: Roland Szabó<br/> Funkcia/Title: starosta/mayor<br/> DocuSign e-mail: info@zarnov.sk</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p>DocuSigned by:<br/> <br/> 66E0A4DB50F2469...</p> <p>darca/ donor<br/> <b>Danucem Slovensko a.s.</b><br/> Meno, priezvisko: Klaus Födinger<br/> Funkcia: predseda predstavenstva/Chairman of B.O.D<br/> DocuSign e-mail: klaus.foedinger@danucem.com</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |