

Gift Agreement: WAD CZ 2023

concluded according to Section 628 et seq. of the Act No. 40/1964 Coll., the Civil Code, as amended, by and between

- (1) **Mars Czech s.r.o.**, with its registered office at Michelská 1552/58, Michle, Prague 4, Postal Code 141 00, company ID No.: 284 44 914, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 141999, ("**Mars**")
- (2) **Útulek pro psy Zdeňka Srstky**, with its registered office at V Jamách čp. 43, 338 29 Němčovice, company ID No.: 57 39 22, represented by Karel Ferschmann ("**Company**")

(Company and Mars together hereinafter as the "**Parties**" and each individually as the "**Party**")

Whereas

- A. Mars intends to provide the Gift (as defined in Article 1. of this Agreement) to Company for the purpose specified below, gratuitously and without any claim for any consideration on the part of Company; and
- B. Company intends to accept the Gift from Mars and to use it in accordance with the purpose set forth in this Agreement.

1 Subject-matter of the Agreement

- 1.1 Mars hereby donates to Company a non-financial gift in the amount of **66 cases** and its total value in RSP **89 034,00 CZK** (hereinafter as the "**Gift**"). The Gift is donated for the purpose of help – specifically the provision of a material contribution to ensure the nutrition of animals in the shelter or in the care of the recipient ("**Purpose**"). Company declares that it is entitled to benefit from the Gift in accordance with applicable laws and hereby accepts the Gift to use it for the Purpose.
- 1.2 The ownership title to the Gift shall be transferred on the day on which the Gift is taken-over by Company.
- 1.3 Company will keep its accounts in accordance with the Purpose and provide Mars with records relating to use of the Gift in accordance with the Purpose set out in this Agreement.
- 1.4 If Company uses the Gift for purposes other than the Purpose, Mars is entitled to terminate this Agreement by serving a written notice to the Company with immediate effect and, upon Mars's request, the Company will be obliged to return to Mars the Gift or corresponding value of the Gift, if it has been consumed.
- 1.5 Mars shall not condition or influence, either directly or indirectly, the activity of the Company.
- 1.6 Company will comply with Mars Anticorruption and Human Rights Expectations for Business Partners policy.

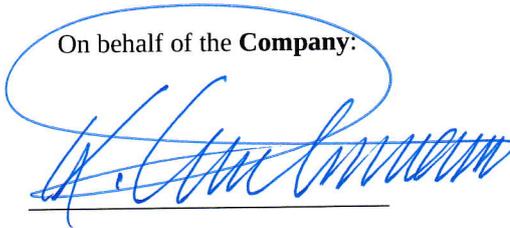
2 Final provisions

- 2.1 Company agrees to the publication of its name/brand in connection with providing the Gift and will inform the public of the Gift granted by Mars, subject to Mars approving previously in writing the communication materials and in a way that does not negatively impact upon the Purpose or is against the public order or general ethics.
- 2.2 The Parties (i) shall comply with all applicable laws, including those concerning public or commercial bribery, money laundering, and other corrupt practices, and (ii) may not offer, pay, promise to pay, give, or authorize the payment of any money or anything else of value to anyone in order to improperly influence the recipient or to secure an improper advantage in connection with any transaction related to this Agreement.
- 2.3 In performing this Agreement, the Parties do not envisage the transfer of personal data, other than those needed for the signing and performance of this Agreement. Company shall observe all legal obligations concerning data protection and shall not transfer personal data received in connection with the signing and performance of this Agreement without the prior written consent of Mars.

- 2.4 This Agreement becomes effective and valid upon signature by both Parties.
- 2.5 This Agreement is executed in two identical counterparts, each with the validity of the original, of which each Party receives one counterpart.
- 2.6 This Agreement may be amended only in the form of written numbered amendments approved by both Parties
- 2.7 This Agreement is governed by and construed in accordance with the laws of the country where Mars is located, excluding any choice of law rules that may direct the application of the laws of any other jurisdiction. Any dispute, if not settled amicably, shall be referred to the exclusive jurisdiction of the courts in the capital city of the country where Mars is located.
- 2.8 The Parties state that they have read this Agreement prior to its signing and that this Agreement has been signed upon mutual agreement according to their genuine and free will, in witness of which they append their signatures.

In Němčovice, on 17.10.2023

On behalf of the **Company**:



ÚTULEK PRO PSY
ZDEŇKA SRSTKY NĚMČOVICE
ODCHYTOVÉ ZAŘÍZENÍ
MIKROREGIONU RADNICKO
V Jámách 43, 338 29 Němčovice
tel.: 724 598 788

In Prague, on 2023

On behalf of the **Mars**:

Jan Sikora, General Manager CZ

Pavla Hanisch, PMO CE