

Agreement on accessing to the commitment

Article 1 - Contract Parties

Municipality of Michalovce

Represented by: Viliam Zahorčák, Mayor, Statutory Representative

ID: 00 325 490

TIN: 2020739039

Address: Námestie osloboditeľov 30, 07101 Michalovce, Slovak Republic

Bank account (IBAN): SK25 7500 0000 0040 2692 4429

Bank code (SWIFT): CEKOSKBX

(hereinafter referred to as "**Partner 1**")

and

Informational Center for Innovation and Development "NOVUM", non-governmental organisation

Represented by: Zavizion Tetiana Oleksandrivna, Statutory Representative

Code: USREOU 25450626,

Address: 1B/6 Ivan Frank Str., Uzhhorod 88000, Transcarpathian Region, Ukraine

Bank account (IBAN): UA973052990000026003013601151

Bank code (SWIFT): PBANUA2X

(hereinafter referred to as "**Partner 2**")

and

Z&Z Partners s.r.o.

Represented by: Ing. Yuriy Zombor,

MBAIČO: 46810226

TAX ID: 2023603505

Address: Šancová 4007/48, 811 05 Bratislava, Slovak Republic

Bank account (IBAN): SK09 1100 0000 0029 2488 2276

Bank code (SWIFT): TATRSKBX

(hereinafter referred to as "**Partner 3**")

Article 2 - Subject of the Agreement

1. As part of the implementation of the Project entitled "Through Art we Ruin Borders" (hereinafter referred to as *the Project*) within ENI CBC Hungary – Slovakia – Romania - Ukrainian Programme 2014 - 2020 (PROJECT ID HUSKROUA/1702/3.1/0042), which is realised by *Partner 1* as a "Lead partner" and *Partner 2* as "Beneficiary 2", *Partner 1* makes reimbursement of refunded payments from the managing authority of the project for *Partner 2* after approval of the paid costs by transfer from the account.

Partner 2 has a commitment towards *Partner 3* based on a mutual contract no. UA- 1702 / 3.1 / 0042/1 ("Supply contract of interior equipment and IT equipment for the needs of the city gallery and tourist information center in Uzhhorod", hereinafter referred to as *the Contract*) with the amount of 61 516,11 €. The accession to the commitment which is the subject of this Agreement was agreed because of force majeure (The Russian Federation's unprovoked and unjustified aggression against Ukraine), which consequently unables *Partner 2* to perform the abovementioned Contract.

Article 3 - Payment of the commitment and mutual settlement

1. *Partner 1* will pay *the Partner 3* the commitment of *Partner 2*, which represents the difference of the unpaid amount according to the Contract No. UA-1702 / 3.1 / 0042/1 of 14.04.2021 between *Partner 2* and *Partner 3*, in the amount of 61,516,11 € (sixty-one thousand and fifty-six

hundred and sixteen euros). Partner 1 will pay this commitment for Partner 2 immediately after receiving the payment for the 2nd reporting period of the *Project*, which includes a contribution to *Partner 2* in the amount of 70 260,85 €. Partner 1 will inform the other parties about the payment in writing including the annex – the copy of bank statement with the payment.

2. *Partner 1* will transfer the remaining amount of the ENI Project contribution of €8,744.74 to *Partner 2's* account after payment of the commitment according to the previous point. *Partner 1* will inform *Partner 2* about the payment of the contribution in writing including the annex – the copy of the bank statement with the payment.
3. *Partner 3* is obliged to accept the fulfilment of the commitment by *Partner 1* and this payment of the commitment according to the point 1 of this Article will be considered to be the financial performance of the Contract between *Partner 2* and *Partner 3* as fulfilled.
4. *Partner 2* is obliged to accept the contribution from *Partner 1* according to the point 2 of this article and this payment will be considered as the transfer from the 2nd reporting period of the *Project* for *Partner 2* by *Partner 1* and as fulfilled.

Article 2 - Final provisions

1. This Agreement shall become valid upon prior approval of the Managing Authority of the project and after signing of all contract parties, and effective on the day following the day of its publication in the Central Register of Contracts. The Agreement shall remain valid until the Contract Parties fully fulfil their commitments arising under it.
2. The Contract Parties have read this Agreement carefully and declare that they understand its content, the meaning of the content is obvious and certain, and that this Agreement is concluded in accordance with their true and free will, not in distress or under obviously disadvantageous conditions as they confirm it with their handwritten signatures.
3. This Agreement is made out in three (3) copies, each party receiving one (1) copy. This Agreement is made in Slovak, English and in Ukrainian. In case of discrepancies, the version in Slovak shall prevail.

Partner 1:

In Michalovce, on:

place and date

Partner 2:

In Uzhhorod, on:

place and date

signature and stamp of authorised person

signature and stamp of authorised person

Partner 3:

In Bratislava day and:

place and date

signature and stamp of authorised person