

AN AGREEMENT TO SETTLE UNJUST ENRICHMENT

entered into pursuant to Section 2991 et seq. of Czech Act No 89/2012 Coll., the Civil Code, as amended

I The Parties

1. The Buyer: **St Anne's University Hospital in Brno**
an organization funded from the state budget

registered office: Pekařská 664/53, 656 91 Brno
Represented by: MUDr. Martin Pavlík, Ph.D., DESA, EDIC, Director
ID No.: 00159816
VAT No.: CZ00159816
Bank details: Česká národní banka, a.s.
bank account No.: 71138621/0710

2. The Seller: **Abcam plc**

registered office: 330 Cambridge Science Park, Cambridge, CB4 0FL, United Kingdom
Represented by: Denise Banister, VP Operations
VAT No.: GB 720 0087 86
Bank details: XXXXX
IBAN: XXXXX
SWIFT: XXXXX

II Introductory Provisions

1. On 1st August 2018 the contracting parties entered into a purchase contract in the form of an order (order No. 4237/18/LCH/Tr) and its confirmation (hereinafter the Contract), the subject matter of which was the delivery of medical consumables for St. Anne's University Hospital in Brno. The order was implicitly accepted in the form of delivery of the ordered goods by the Buyer 9th August.
2. The Contract was subject to the obligation of being published in the Register of Contracts pursuant to Act No. 340/2015 Coll., on special requirements for the effectiveness of certain contracts, the publication of such contracts, and on the register of contracts (Act on the Register of Contracts), as amended. The Contract would only become effective upon its publication in the Register of Contracts. The Buyer published the Contract in the Register of Contracts on 17th August 2018 under ID No. 5969855.
3. Because the performance under the Contract (the delivery of goods) was provided by the Seller before the publication of the Contract in the Register of Contracts, Section 6 (1) of the Act on the Register of Contracts was breached and performance was provided without any legal grounds.

III Unjust Enrichment Settlement

1. With respect to the fact that the subject matter of the Contract has been performed and the Seller has delivered the goods to the Buyer and the Buyer has paid the purchase price for the goods, the contracting parties have agreed to keep and maintain all mutually provided performance and have hereby settled their claims to recover unjust enrichment.

2. The contracting parties jointly agree that by entering into this Agreement, all their mutual rights, obligations, claims and liabilities arising under unjust enrichment within the meaning of Article II hereof have been settled and each contracting party expressly waives any and all claims and requirements they may have towards the other contracting party.

IV Final Provisions

1. In matters not expressly regulated by this agreement, the contractual relationship under this agreement shall follow Act No. 89/2012 Coll., the Civil Code, as amended by subsequent regulations of the Czech Republic. Pursuant to Section 558 (2) of the Civil Code, the contracting parties expressly exclude the application of business usage in legal transactions related hereto.
2. This agreement is made in two counterparts of which each party shall receive one.
3. The Buyer, as an organization funded from the state budget, must publish this agreement in the Register of Contracts pursuant to Act No. 340/2015 Coll., on the Register of Contracts, as amended. The contracting parties consent to the publication of all information concerning the obligations existing between the contracting parties under this agreement, especially the actual contents of this agreement, in the extent required by the said Act with the exception of information that does not have to publish in the Register of Contracts. The Buyer agrees to publish this agreement without undue delay after its execution.
4. The Contract shall come into force upon its signature by the authorized representatives of the contracting parties and shall become effective upon it being published in the Register of Contracts. The agreement shall be published in the Register of Contracts by the Buyer.

On behalf of the Seller:

On behalf of the Buyer:

Location: Cambridge, date: 12.11.2018

Location: Brno, date: 29.11.2018

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Denise Banister
VP Operations

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MUDr. Martin Pavlík, Ph.D., DESA, EDIC
Director