



SETTLEMENT AGREEMENT

Palacký University in Olomouc

A public university under Act No. 111/1998 Sb., on higher education institutions and on the amendment and modification of other acts (the Higher Education Act), as amended

Registered office: Křížkovského 8, Postcode: 771 47 Olomouc, Czech Republic

ID No.: 61989592

VAT No.: CZ61989592

Bank account details: [REDACTED]

represented by: Prof. Mgr. Jaroslav Miller, M.A., Ph.D., Rector (hereinafter the "UP")

Person authorized to act in relation to the performance hereof on behalf of UP: [REDACTED]

as the one party (in this agreement only as "UP")

and

Galiawa Group

with registered office at: Shmala Street, Ankawa, Erbil, Iraq

ID No.: 608

Bank details: [REDACTED]

represented by: [REDACTED]

Person authorized to act in relation to the performance hereof on behalf of GG: [REDACTED]

as the other party

together hereinafter also referred to as the "Parties"

concluded on the following day, month and year according to § 1903 et seq. Act No. 89/2012 Coll.,
Civil Code, as amended,

this

settlement agreement:

I.

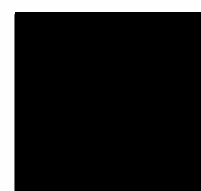
Introductory provisions

1. On 4 September 2020, the Contracting Parties concluded a Lifelong Learning Cooperation Agreement (hereinafter in this Agreement is referred to only as the "Cooperation Agreement").
2. In accordance with the aforementioned Cooperation Agreement which refers to Foundation Year programme supervision, Galiawa Group paid to UP, an amount of USD 45,000, which was credited to UP's account on September 10, 2020.
3. The cooperation agreement was subject to the obligation to be published in the register of contracts in accordance with Act No. 340/2015 Sb., On special conditions for the effectiveness of certain contracts, publication of these contracts and the register of contracts (Act on the Register of Contracts).
4. During the follow-up inspection, it was found that the cooperation agreement was published on 30 September 2020 in accordance with the Act on the Register of Contracts, ie after the Galiawa Group has performed obligations under this agreement. This situation was due to time constraints associated with the delivery of the cooperation agreement between the parties based in the Czech Republic and in Iraq due to restrictions on transport links between the two countries caused by measures to protect against COVID - 19. a situation where a cooperation agreement has been concluded but has not been effective.
5. The subject of this settlement agreement is consent on the nature of performance provided by Galiawa Group and the legal consequences of such performance in accordance to fulfil obligations stated in the cooperation agreement.

II.

Settlement

1. The contracting parties take the view that, in the present case, the performance of the Galiawa Group from the contract concluded on 10 September 2020 was an advance on the performance of the cooperation agreement when the Galiawa Group was performing not without a fair reason (Article 2991(1) of the Civil Code) but, on the contrary, manifestly following a concluded but ineffective cooperation agreement.
2. The Contracting Parties hereby expressly declare that they hereby settled between themselves the performance of the Galiawa Group described above (effected on 10 September 2020) in such a way that such performance was an advance on the performance of the cooperation agreement concluded on 4 September 2020 and effective on 30 September 2020.
3. The Contracting Parties have noted that both Parties have fulfilled their obligations under the Cooperation Agreement and therefore owe each other nothing under the Cooperation Agreement
4. The Contracting Parties shall agree that the conclusion of this Agreement shall settle all mutual rights, obligations and claims under the cooperation agreement.

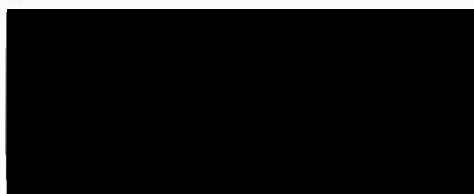


III.

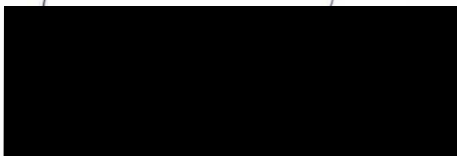
Final provisions

1. This Agreement has been drafted in two language versions, namely in Czech and English languages, each having the force and effect of an original; each Party will receive **two copies** of each language version. If there are any conflicts between the Czech and English version, the Czech version will prevail.
2. Legal relations not expressly regulated by and arising from this Agreement are governed by the applicable provisions of Act No. 89/2012 Sb., the Civil Code as amended.
3. Any modifications hereof or amendments hereto may only be made in the form of written and dated amendments hereto numbered in ascending order and signed by authorized representatives of both Parties.
4. The Contracting Parties declaring that they have read this Agreement before signing it, that it has been concluded in accordance with their true and free will and signatures will serve as the proof referred to above.
5. The Contracting Parties acknowledge that this Agreement is subject to obligatory publication under the Act on the Register of Contracts.
6. This agreement is concluded on the day of its signing by the authorized persons of both parties and takes effect only on the day of its publication in the register of contracts in accordance with the said Act.
7. UP will ensure the publication of the contract in the register, and will inform Galiawa Group about the publication immediately after it, to the contact e-mail of Galiawa Group stated in the header of this agreement.

Signed in Olomouc on 14-12-2020



Prof. Mgr Jaroslav Miller M. A. Phd
Rector UP



Signed in Erbil,
In behalf of Galiawa Group on

21-10-2020

