

# AGREEMENT FOR THE SETTLEMENT OF UNJUST ENRICHMENT

pursuant to Section 2991 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code" registered by the STC under No. 012/PRU/2022

(hereinafter referred to as "**Agreement**")

by and between:

## **STÁTNÍ TISKÁRNA CENIN, státní podnik**

with its registered office at Prague 1, Růžová 6, house No. 943, 110 00, Czech Republic entered in the Commercial Register maintained by the Municipal Court in Prague, Section ALX, Insert 296

Business ID: 00001279  
Tax Identification No.: CZ00001279  
Acting through: **Tomáš Hebelka, MSc**, Chief Executive Officer  
Bank details: XXX  
Account number: XXX  
IBAN: XXX  
SWIFT: XXX

(hereinafter referred to as the "**STC**")

and

## **XXX**

with its registered office at XXX

Business ID: XXX  
Tax Identification No.: XXX  
Represented by: **XXX**  
Bank details: XXX  
Account number: XXX  
IBAN: XXX  
SWIFT: XXX

(hereinafter referred to as the „**Customer**")

(STC and Customer hereinafter collectively referred to as the "**Contracting Parties**" and each of them separately also referred to as the „**Contracting Party**")

## **Preamble**

Whereas

- a. the Customer ordered paper printing and bookbinding (hereinafter referred to as the "**Goods**") from STC, with an order dated 26 September 2021 for performance at a price of EUR 13340; this order was confirmed by STC on 4 October 2021;

(hereinafter referred to as the „**Order**")

- b. delivery of Goods according to the Order took place properly and on time and the Customer duly paid the price for the provided performance;
- c. with regard to the value of performance, the Order was subject to the obligation to publish in the Register of Contracts in accordance with Act No. 340/2015 Coll., laying down special conditions for the effectiveness of certain contracts, the disclosure of these contracts and the register of contracts (the Register of Contracts Act), as amended;
- d. during the additional inspection of the STC, it was found that the contract was performed before its publication in the Register of Contracts;
- e. performances provided to each other in the form of a delivery of Goods by STC, and the payment of EUR 13340 by the Customer is hereby considered unjust enrichment on both sides.
- f. the Contracting parties have already fulfilled in accordance with the Order, disputed rights and obligations have arisen between the Contracting parties, which need to be regulated by this Agreement, in particular to settle the unjust enrichment;

the Contracting parties conclude this Agreement, which in accordance with Section 1903 of the Civil Code regulates the mutual rights and obligations between them disputed, in the manner further agreed in this Agreement:

#### I.

1. The Contracting Parties hereby agree to settle the unjust enrichment according to point e. of the Preamble to this Agreement so that the Customer shall keep the delivered Goods according to the Order and STC shall keep the amount of EUR 13340, making the mutual claims from the above Order settled. All performances provided by STC correspond to all paid monetary performances provided by the Customer.
2. Each Contracting Party declares that it has not enriched itself at the expense of the other Contracting Party and has acted in good faith.
3. The Contracting parties have agreed that the provisions of the General Terms and Conditions of the STC with legal force from 16 February 2018, the content of which is known to the Contracting parties, shall apply to the rights and obligations of the Contracting parties related to the provided performance.

#### II.

The Contracting Parties agree that upon fulfillment of the obligation specified in Article I of this Agreement, all their mutual obligations and claims arising from the Order specified in point e. of the Preamble to this Agreement will be fully settled and that they will have no further claims and payables against each other, i.e. each Contracting party expressly waives any other claims to this Agreement against the other Contracting party by signing this Agreement. This does not apply in the case of claims for possible liability for defects, guarantees for the quality of performance or the obligation to compensate for damage related to the subject of performance.

#### III.

1. The mutual rights and obligations of the Contracting parties not expressly regulated in this Agreement are governed by the relevant legal regulations, in particular the Civil Code.
2. This Agreement is drawn up in two copies in English language, each having the same validity as the original itself. Each Contracting Party shall receive one copy. The Agreement becomes

valid on the date of its signing by the Contracting Parties and comes into force upon publication in the Register of Contracts.

3. The Contracting Parties agree that any modifications and additions hereto may only be made in written amendments identified as such, numbered in ascending order, and agreed upon by the Contracting Parties.
4. If any provision hereof is or becomes invalid or ineffective, it shall have no effect whatsoever on the other provisions hereof, which shall remain valid and effective. In such a case, the Contracting Parties undertake to replace the invalid/ineffective provision with a valid/effective provision the effect of which comes as close as possible to the originally intended effect of the invalid/ineffective provision.
5. The Contracting parties hereby assume the risk of a change of circumstances and expressly exclude the application of Section 1765 and Section 1766 of the Civil Code.
6. The Contracting parties enter into an Agreement in good faith, guided by an honest effort to reach an amicable out-of-court settlement of the dispute, without being aware that by concluding this Agreement they would circumvent the law or act against good morals.
7. The Customer acknowledges that in accordance with the provisions of Section 2 par. 1 of Act No. 340/2015 Coll., laying down special conditions for the effectiveness of certain contracts, the disclosure of these contracts and the register of contracts (the Register of Contracts Act), as amended, this Agreement will be published by STC in the Register of Contracts.
8. The Contracting Parties declare they agree with the content hereof and this Agreement is prepared in a certain and intelligible manner, on the basis of true, free and serious will of the Contracting Parties, without any duress on either Contracting Party. In witness whereof they append their signatures below.
9. The following Annexes form an integral part of this Agreement:  
Annex No. 1 – Order No. PO-2021-168

For the STC:

In Prague, on .....

For the Customer:

In XXX, on .....

---

**Tomáš Hebelka, MSc**  
Chief Executive Officer  
STÁTNÍ TISKÁRNA CENIN, státní podnik

---

**XXX**  
XXX  
XXX