

Agreement on settlement of unjust enrichment from order No. 0350083091

(hereinafter referred to as the „agreement“)

no. 016477/2022/00

concluded in accordance with § 1746, paragraph 2 of Act No. 89/2012 Coll., Civil Code, as amended,
between the following contracting parties:

Ingenieurbüro für Biomedizin und Technik (BM&T)

Heimo Wissing und Hans Albert Braun GbR

Seat: Schützenstrasse 33, 35096 Weimar/Lahn, Germany

Represented by: Dr. Dipl. Ing. Hans A. Braun

Tax Id. No.: DE143285416

*as a **seller** on the one hand*

a

Name: **Brno University of Technology**

Component part: **Faculty of Electrical Engineering and Communication**

Seat: Technicka 3058/10, 616 00 Brno, Czech Republic

Public university, not registered in the Commercial Register

Represented by: prof. RNDr. Vladimír Aubrecht, CSc., Dean of FEEC BUT

*as a **buyer** on the other side*

I. Description of the facts

The contracting parties enter into this unjust enrichment settlement agreement given that:

1. on June 15, 2022, the contracting parties concluded the contract- order No. 0350083091, the subject of which were unlimited time licenses for the software SimHeart, SimVessel and SimMuscle, each in the number of 1 license; this contract was concluded by mutual agreement of the contracting parties;
2. the contracting parties had, according to Section 2 para. 1 letter a) of Act No. 340/2015 Coll., on the Contracts Register, the obligation to publish the contract specified in Part I. point 1 of this agreement in accordance with the procedure according to Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of these contracts and on the Contracts Register (Act on the Register of Contracts), as amended (hereinafter referred to as "ARC");
3. performance was provided from the contract referred to in Part I. point 1 of this agreement, although at the time the performance was provided this agreement was not published in accordance with Section 5 of the ARC and thus did not become effective, and therefore the performance provided has the nature of unjust enrichment of the party receiving such performance, as it was performed without legal reason;
4. in order to adjust the mutual rights and obligations arising from the originally negotiated contract, taking into account the fact that both parties acted with the knowledge of the binding nature of the concluded contract and in accordance with its content fulfilled what they had

mutually agreed upon, and in an effort to remedy the situation arising as a result non-publication of the contract in the register of contracts, the contracting parties negotiate this unjust enrichment settlement agreement as follows.

II. Rights and obligations of the contracting parties

1. The contracting parties state that:
 - a) On June 17, 2022, the seller fulfilled its obligations under the contract listed in Part I. point 1 of this agreement by handing over the software licenses to the buyer.
 - b) The buyer paid the contractual price for the performance performed by the seller in the amount of EUR 3,804.00 by sending it to the seller's account
2. The parties to the above-mentioned fulfillment of the agreement according to letter a) and b) they consider undisputed, in accordance with the contract specified in Part I. point 1 of this agreement, and declare that they accept the performance as their ownership.
3. Both contracting parties declare that they did not unjustifiably enrich themselves at the expense of the other contracting party and acted in good faith.

III. Final Provisions

1. This agreement is concluded on the date of signature of both contracting parties, and becomes effective on the date of publication in the register of contracts.
2. This agreement is governed by Act No. 89/2012 Coll., Civil Code, as amended.
3. This contract is concluded by electronic means, so that each contracting party provides it with its recognized electronic signature.

Annex no. 1 – Contract No. 0350083091 of June 15, 2022

In Weimar on 6. 9.2022

In Brno on 7. 9. 2022

razítko, podpis

razítko, podpis

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Dr. Dipl. Ing. Hans A. Braun
managing director
for the seller

.....
prof. RNDr. Vladimír Aubrecht, CSc.,
Dean of the Faculty
for the buyer

<p>Customer - invoice address: Brno University of Technology Faculty of Electrical Engineering and Technická 3058/10 616 00 Brno Czech Republic IN: 00216305 TAX:CZ00216305</p> <p>Contact: xxxx Tel.: xxxx E-mail: xxxx</p> <p>Deliver goods to the address: Brno University of Technology - Faculty of Electrical Engineering and Communicat FEKT, UBMI Technická 3058/10 616 00 Brno</p>	<p>Vendor (no.SAP): 211215 BM&T Ingenieurbüro für Biomedizin und Technik, Wissing & Braun GbR Schützenstr. 33 35096 Niederweimar Germany IN: TAX:DE143285416</p> <p>Contact: Tel.: Fax: E-mail:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> The number of this order, please always write to your invoice! Thank you. </div>
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Delivery date: **Month 06.2022**

Currency: **EUR**

Text of item	Quantity	Unit price exc. VAT	VAT rate	Total excl. VAT	Total incl. VAT
SW SimHeart	1,00	PC			
SW SimVessel	1,00	PC			
SW SimMuscle	1,00	PC			
Total order value					3 804,00

Date, name and signature - BUT

Vendor confirms the order, ie. customer made it through the draft contract accepts and agrees to abide by the content of contract.

Date, name and signature - vendor

In the case of payment in euro within the EU we send SEPA payments with the type of charge SHA / SLV according to EU regulation (no.) 260/2012.

Brno University of Technology as a public university was established by Act no. 111/1998 Coll. and is not registered in the commercial register.