

Settlement agreement (hereinafter the "**Agreement**")

With respect to the Framework Contract for Services [No.: 013/19] concluded on 8. 3. 2019
(hereinafter the "**Contract**") between the following

1. Parties

1.1. Client:

Ústav jaderné fyziky AV ČR, v. v. i. (hereinafter "**Nuclear Physics Institute**") (Nuclear Physics Institute of the Czech Academy of Sciences, public research institution)

registered office: Husinec - Řež 130, 250 68, Czech Republic
represented by: Ing. Ondřej Svoboda, Ph. D., Director registered in the Register of Public Research Institutions administered by the Ministry of Education, Youth and Sports of the Czech Republic (hereinafter the "**MEYS**")

ID No.: 61389005 Tax ID: CZ61389005

and

Archeologický ústav AV ČR, Praha, v. v. i. (hereinafter "**Institute of Archaeology**") (Institute of Archaeology of the Czech Academy of Sciences, Prague, public research institution)

registered office: Letenská 4, 118 01, Praha 1, Czech Republic
represented by: Mgr. Jan Mařík, Ph. D., Director registered in the Register of Public Research Institutions administered by MEYS

ID No.: 67985912 Tax ID: CZ67985912

(Nuclear Physics Institute and Institute of Archaeology hereinafter jointly the "**Client**")

and

1.2. Contractor:

ISOTOPTECH Zrt. (ISOTOPTECH Nukleáris és Technológiai Szolgáltató Zártkörűen Működő Részvénytársaság) / ISOTOPTECH Nuclear and Technological Services Private Limited Company

registered office: Door 9, Floor 2, No. 53 Piac utca, Debrecen, H-4025
represented by Mihály György Veres registered in the Hungarian Company Registry

ID No.: 09-10-000303 Tax ID: HU17781138

(hereinafter the "**Contractor**")

(the Client and the Contractor also referred to as the "**Parties**").

2. INITIAL PROVISIONS

- 2.1. Terms and definitions with capital letters used in this Agreement shall have the same meaning as in the Contract, unless specified otherwise herein.
- 2.2. As of March 8th, 2019 the Client concluded the aforementioned Contract with the Contractor who had been selected as the winning bidder in a procurement procedure named “*AMS measurement of 14C graphites*”, in accordance with the Act No. 134/2016 Coll., the Public Procurement Act, as amended.
- 2.3. The Client is the beneficiary of a grant provided by the Sponsor (MEYS) from the Operational Programme Research, Development and Education (OP RDE) for implementation of the project RAMSES: “*Ultra-trace isotope research in social and environmental studies using accelerator mass spectrometry*”, Reg. No.: CZ.02.1.01/0.0/0.0/16_019/0000728 (hereinafter the “**Project**”).
- 2.4. The concluded Contract concerns providing services consisting of accelerator mass spectrometry (AMS) measurement of 14C in graphites prepared in the Client’s radio-carbon laboratory (CRL) in connection to the Project (hereinafter the “**Services**”).
- 2.5. In accordance with Article 4.1. of the Contract the contracting parties have agreed that the Contractor shall provide the Services continuously within the period as specified in Article 5.1 in the full scope resulting from the number of samples actually submitted by the Client to the Contractor for measurement according to this.
- 2.6. The Parties agree that in accordance with the Contract:
- (i) Client submitted to the Contractor on December 19, 2022 the following samples: *Reg. No.:21_1096r, 22_1057n, 22_1067n, 22_1248R, 22_1249,22_1250, 22_1251R, 22_1323, 22_1486, 22_1615, 22_1616, 22_1749, 22_1750m, 22_1751m, 22_1752m, 22_1753, 22_1754m, 22_1755m, 22_1756m, 22_1757, 22_1759m, 22_1760, 22_1761,22_1762, 22_1763, 22_1766, 22_1767, 22_1768, 22_1771m, 22_1886* and the Contractor provided the Services (hereinafter the “**Measurement**”);
 - (ii) Client paid for the Measurement in the amount of CZK 54000 without VAT, based on the invoice issued by the Contractor (hereinafter the “**Paid Price**”);
- (Measurement and Paid Price hereinafter the “**Performance provided**”).
- 2.7. The order on Measurement (**Annex no. 1** of this Amamdment) was not published in the register of contracts pursuant to Act No. 340/2015 Coll. (hereinafter the “**Register of Contracts**”). However, in the event that the confirmed order would be subject to the obligation to be published in the Register of Contracts, this would be under the conditions of § 7 paragraph 1 of Act No. 340/2015 Coll. canceled from the beginning, as a period of more than three months has passed since their conclusion.

3. Settlement of liabilities

- 3.1. Considering the facts mentioned in Article 2. of this Agreement and the in the fact that the Parties consider the Performance Provided, i.e. the Measurement and the Paid Price, to be indisputable and provided in full accordance with the Contract, declare that:

- (i) they take ownership of this performance, i.e. the Client takes ownership of the results of the performed Measurement and the Contractor takes ownership of the amount corresponding to the Paid Price,
- (ii) in connection with this performance, they will not raise claims against each other for unjust enrichment, which is hereby completely settled,
- (iii) the rights and obligations of the Parties regarding any guarantees or liability for defects are governed by the Contract, as if the order had been published in the Register of Contracts on the date of its conclusion.

4. CONCLUDING PROVISIONS

4.1. This Amendment becomes valid on the day of its signature by the Parties and effective upon its publication in the Register of Contracts, which is to be made by Nuclear Physics Institute.

4.2. This Amendment is executed in three (3) counterparts each of which is deemed original. Nuclear Physics Institute, Institute of Archaeology and the Contractor shall each receive one (1) counterpart.

4.3. In witness of the agreement with this entire Agreement, the Parties attach their signatures.

Attachment

no. 1 – order 220200482

Client:

In Husinec - Řež

The Contractor:

In Debrecen

Name: Ing. Ondřej Svoboda, Ph.D.
Position: Director
On behalf of: Nuclear Physics Institute

Name: Mihály György Veres
Position: C.E.O.
On behalf of: ISOTOPTECH Zrt.

In Prague

Name: Mgr. Jan Mařík, Ph. D.
Position: Director
On behalf of: Institute of Archaeology