

Settlement Agreement

concluded pursuant to Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, as amended
(hereinafter "Agreement")

Parties:

Customer: **Česká zemědělská univerzita v Praze**
Registered office: Kamýcká 129, 165 00 Prague – Suchbátka
Represented by: Ing. Jakub Kleindienst, bursar
VAT: CZ60460709
(hereinafter "Customer") of the one part

and

Supplier: **Aidmics Biotechnology Co., Ltd.**
Registered office: 11F.-1, NO.171, SEC. 3, ROOSEVELT R DA AN DIST.,
TAIPEI CITY 10647, TAI AP TAIPEI TAIPEI CITY 106 TAIPEI CITY TW
Represented by: Agean Lin, CEO
VAT: 54009680
(hereinafter "Supplier")

(hereinafter collectively as the "Parties", or individually as a "Party")

Article I.

1. The Supplier confirmed on March 10, 2022 the Customer's order No. OBJ/2133/0106/22 (hereinafter "Contract"), the subject of which was the supply of iSperm Software, iSperm Chips-500 Tests and iSperm Chips- 50 Tests (hereinafter "Goods").
2. The Parties agree that the Goods have been delivered by the Supplier to the Customer on the basis of the Contract and in compliance with all its terms and conditions, despite the fact that delivery was made prior to the effective date of the Contract.
3. The Customer is obliged to publish contracts in the Register of Contracts pursuant to Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of such contracts and on the register of contracts (the Register of Contracts Act), as amended (hereinafter "Register of Contracts Act").
4. With regard to the established practice of interpretation, the order, including its acceptance, is to be considered as a concluded contract and must therefore also be published in the Register of Contracts insofar as it meets the conditions set out in the Register of Contracts Act for publication.
5. The Parties agree that the written confirmed order referred to in paragraph 1 of this Article meets the conditions set out in the Register of Contracts Act for its publication in the Register of Contracts, however the performance under the Contract took place before its effective date, and that they are aware of the legal consequences arising therefrom.
6. In order to regulate the mutual rights and obligations arising from the written confirmed order pursuant to paragraph 1 of this Article of the Agreement, having regard of the fact that both Parties have acted with the knowledge of the binding nature of the written confirmed order pursuant to paragraph 1 of this Article of the Agreement and have fulfilled what they have mutually agreed in accordance with its contents, and in an effort to remedy the situation resulting from the failure to properly publish the written confirmed order pursuant to paragraph 1 of this Article of the Agreement in the Register of Contracts, the Parties negotiate this new Agreement which shall read as follows.

Article II.

1. The Parties hereby mutually confirm that the content of the mutual rights and obligations, which is hereby renegotiated, is fully and completely expressed in the text of the written confirmed order pursuant to Article I, paragraph 1 of this Agreement, which shall form an annex hereto.
2. The Parties declare that they consider all mutual performances provided to date, including possible future performances, carried out on the basis of the order pursuant to Article I, paragraph 1 of this Agreement, to be performances exchanged under this Agreement and, in connection with the mutually provided performances, they shall waive any claims from the other Party for unjustified enrichment.
3. The Party mandated to publish this Agreement in the Register of Contracts hereby undertakes to the other Party to publish this Agreement and its Annex in the Register of Contracts in accordance with the provisions of Section 5 of the Register of Contracts Act.

Article III.

1. This Agreement shall enter into force on the date of its signature by authorized representatives of both Parties and shall become effective on the date of its publication in the Register of Contracts in accordance with the Register of Contracts Act.
2. The Supplier grants its unconditional consent to the publication of the full text of the Agreement so that this Agreement may become the subject of information provided in accordance with Act No. 106/1999 Coll., on free access to information, as amended, and its consent to the publication of the full text of this Agreement, including the Annex, in accordance with the Register of Contracts Act.
3. This Agreement shall be governed by the provisions of the Civil Code and, where applicable, other related legislation.
4. The Agreement shall be drawn up in three copies, one for the Supplier and two for the Customer. If the Agreement is concluded in electronic form, it shall be executed in one identical copy.
5. The Parties declare that they have read the content of this Agreement, which is sufficiently definite and comprehensible, and they fully approve it. The Parties enter into this Agreement as an act of their serious and free will and in witness whereof they have affixed the handwritten signatures of their authorized representatives.
6. Annex 1 - Order No. OBJ/2133/0106/22 dated 9 March 2022 is an integral part of this Agreement.

In Prague, on

In, on

.....
Ing. Jakub Kleindienst, bursar

.....
Agean Lin, CEO