



Settlement Agreement

Brno Observatory and Planetarium, city-funded organisation

Address: Kraví hora 522/2, 616 00 Brno

Represented by: Mgr. Jiří Dušek, Ph.D., Director

Registered with the Commercial Register of the Regional Court in Brno, Section Pr, File No. 17

Company ID/Tax ID: 00101443/CZ00101443

Bank details: [REDACTED]

Account Number: [REDACTED]

(hereinafter referred to as the "First Party")

and

GOTO INC

Address: 4-16, Yazaki-cho, Fuchu-shi, Tokio 183-8530

Represented by: [REDACTED]

Account No: [REDACTED]

IBAN: [REDACTED], Swift Code: [REDACTED]

(hereinafter referred to as the "Other Party")

(both parties also referred to collectively as the "Parties" and individually as the "Party")

on the day, month and year below and in accordance with the provisions of Section 1903 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "CC") entered into this

settlement agreement (hereinafter referred to as the "Agreement")

I.

Preamble

1. The above Parties concluded an oral agreement on December 13, 2022 based on an accepted order Ref. No. 20220613 for a purchase of an annual licence for the audiovisual show "Starmap – To The Unseen Universe" in 2D in the total amount of USD 12,000, the content of which is specified in the appendix hereto and forms an integral part hereof.
2. According to Section 2 of Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts and the Register of Contracts (Act on the Register of Contracts), as amended (hereinafter referred to as the "Register of Contracts"), the First Party was obliged to publish the concluded agreement, or order, specified in Paragraph 1 of this Article in the Register of Contracts. Whereas the agreement, or the order, has not been published, according to Section 7 Paragraph 1 of the Act on the Register of Contracts, in the Register of Contracts within three months from the day it was concluded, the agreement is deemed cancelled from the beginning.



3. The Parties hereby declare the order specified in Paragraph 1 of this Article was not published in accordance with the Act on the Register of Contracts within three months from the day it was concluded and it was cancelled from the beginning.
4. With regard to termination of the contractual relationship between the Parties specified in Paragraph 1 of this Article from the beginning, it is disputable whether the performance completed by the Parties before the effective day of this contractual relationship is the performance on the legal basis and the Parties should return to each other the completed performance.
5. The Parties hereby settle their disputed rights and obligations and agree this Agreement shall be the legal basis for the performance of the Parties concluded before the effective day of the contractual relationship without the legal basis.

**II.
Agreement on Settlement**

6. The Parties hereby settle their disputed rights and obligations and establish a new bilateral commitment, whose content is identical with the content of the original commitment, which is the commitment specified in Article I Paragraph 1 hereof.
7. The Parties declare the legal basis for the performance of the Parties concluded before the effective day of this Agreement shall be this newly established contractual relationship.

**III.
Further Provisions**

8. The First Party undertakes to publish this Agreement through the Register of Contracts according to the Act on the Register of Contracts without undue delays after concluding this Agreement.

**IV.
Final Provisions**

9. The Settlement Agreement is executed in two counterparts, whereas each Party shall receive one copy.

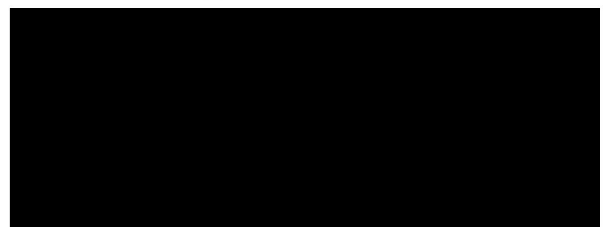
Annexes: Order of 13/12/2022 Ref. No. 20220613

In Brno on 04/01/2024



Brno Observatory and Planetarium, city-
funded organisation

In Tokio on 04/01/2024



GOTO INC