

## THE SETTLEMENT OF SELECTED OBLIGATIONS FOR THE PURPOSES OF PUBLICATION IN THE REGISTER OF CONTRACTS

This settlement („**Settlement**“) was concluded on the day, month and year stated below by and between:

- (1) **The Extreme Light Infrastructure ERIC**,  
with its registered office at: Za Radnicí 835, 252 41 Dolní Břežany  
registration no.: 10974938,  
represented by: Ing. Roman Hvězda. – director  
(“**Buyer**”); and
- (2) **THORLABS GmbH**  
with its registered office at: Muenchner weg 1, 85232 Bergkirchen, Germany  
registration no.: DE129442088, Bergkirchen, Germany  
(“**Seller**”).

(The Buyer and the Seller are hereinafter jointly referred to as “**Parties**” and individually as “**Party**”.)

### 1. INTRODUCTORY PROVISIONS

- 1.1 The Institute of Physics of the Czech Academy of Sciences, public research institution (hereinafter referred to as the “**Original Buyer**”) was a beneficiary of grants of the Ministry of Education, Youth and Sports of the Czech Republic within the Operational Programme Research, Development and Education for various projects (hereinafter referred to as „**Projects**“). The Original Buyer was also the owner and operator of the ELI Beamlines center until December 31, 2022, to which the Projects were related.
- 1.2 For the purposes of Projects, the Original Buyer, ordered (in order to satisfy the operational needs of the ELI Beamlines center) based on an orders no. 22912119, 22912137, 22912118 (hereinafter referred to as the “**Orders**”) optomechanic components (hereinafter referred to as the “**Object of Purchase**”). The Seller accepted the Orders and, therefore, three purchase contracts between the Parties were concluded (hereinafter referred to as the “**Purchase Contracts**”).
- 1.3 The Original Buyer has been obliged to publish contracts in accordance with the Act no. 340/2015 Coll., on the Register of Contracts (hereinafter referred to as the “**Act on the Register of Contracts**”). However, the Purchase Contracts were not published in the Register of Contracts.
- 1.4 As of 1.1.2023, the Original Buyer transferred within the framework of the integration of the ELI Beamlines center the Object of Purchase to the Buyer.
- 1.5 Under the Article 6 of the Act on the Register of Contracts the contracts shall be effective only when published in the Register of Contracts.

**2. THE SUBJECT MATTER OF THE SETTLEMENT**

2.1 All rights and obligations of the Parties, which originated in connection with the Purchase Contracts and its failure to be published in the Register of Contracts are settled in such a way that the Buyer and the Seller shall keep the consideration that was provided to them by the other Party (all under the same terms and conditions that were stipulated in the Purchase Contracts). Both Parties furthermore declare that they do not have any mutual claims or rights in connection with the Purchase Contracts against each other and such claims and rights neither have against the Original Buyer.

**3. FINAL PROVISIONS**

3.1 This Settlement shall become valid and effective on the date of its signature of both Parties.

**IN WITNESS WHEREOF** attach Parties their signatures:

**BUYER**

Signature: \_\_\_\_\_

Name: Ing. Roman Hvězda

Position: director *OR ELI BEAMLINES FACILITY*

Date:

**SELLER**

Signature:

Name:

Position:

Date: