**AGREEMENT ON SETTLEMENT OF UNJUST ENRICHMENT**

1. **Technical University of Liberec**

Registered office in: Studentská 1402/2, 461 17 Liberec

ID: 46747885

Represented by: xxxxx

and

1. **AFB eSolutions GmbH & Co. KG**

Registered office in: Robert-Bosch-Straße 2a, 35305 Grünberg

Represented by: xxxxx

hereinafter referred to as the "**Parties to the Agreement**"

have entered into the following agreement on the settlement of unjust enrichment (hereinafter referred to as the "**Agreement**") on the date, month and year indicated below in accordance with Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, as amended:

1. The Parties have concluded the order on 18. 3. 2024, internal number (hereinafter referred to as the "**Order**"), the subject-matter of which is the delivery of a control system for intelligent buildings.
2. The parties to the agreement, in good faith that all formalities for the performance of the obligations under the Order had been fulfilled, commenced performance of the Order.
3. During the additional audit it was found that the Order was not published in the Register of Contracts in accordance with Act No.340/2015 Coll., the Act on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (the Act on the Register of Contracts), as amended, within a period of three months due to an administrative error, and was therefore cancelled from the outset in accordance with Section 7(1) of the Act on the Register of Contracts.
4. The performance provided by the Parties under the cancelled Order are thus performance without legal justification and constitute unjust enrichment, which the Parties undertake to settle through this Agreement.
5. For the avoidance of doubt, the Parties hereby declare in unison that they intended to perform in accordance with and on the terms of the cancelled Order.
6. The Parties to the Agreement further agree that they intend to perform the Order in the future, feel bound by it, and therefore the subject unpublished Order is included as an annex to this Agreement, which by publication of this Agreement in the Register of Contracts becomes valid and newly effective.
7. Each Party to this Agreement further represents that it has acted in good faith.
8. This Agreement shall be drawn up in 2 copies, each of which shall have the force of an original.
9. Annex 1 - Order is an integral part of this Agreement.
10. This Agreement shall enter into force on the date of signature by authorised representatives of both Parties and shall become effective upon publication in the Register of Contracts in accordance with the Act on the Register of Contracts. The Parties agree that this Agreement shall be published by the Technical University of Liberec.
11. The Parties to the Agreement confirm that they have read the Agreement before signing it and that they agree to its contents. They affix the signatures of their authorised representatives as evidence thereof.

|  |  |
| --- | --- |
|  Stamp and signature .................................................**Technical University of Liberec**xxxxxIn Liberec on 27. 8. 2024 |  Stamp and signature ...................................................**AFB eSolutions GmbH & Co. KG**xxxxx In Grünberg on 6. 9. 2024 |