

## **AGREEMENT ON THE SETTLEMENT OF OBLIGATIONS**

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

### **I.**

#### **Contracting Parties**

##### **1. Ecoaims Oy**

Registered office: Laavupolku 12 A, 80400 Ylämylly, Finland

Represented by: Minna K Kurvinen, CAO

Company ID (IČO): 1104183-6

VAT No. (DIČ): FI11041836

(hereinafter referred to as the "Supplier")

and

##### **2. Statutory City of Plzeň**

registered office: nám. Republiky 1, 301 00 Plzeň, Czech Republic

represented by: Mgr. Linda Štochlová, Head of the Sports Department of the Plzeň City Council

Company ID (IČO): 00075370

VAT No. (DIČ): CZ 00075370

(hereinafter referred to as the "Client")

### **II.**

#### **Statement of Facts**

1. The contracting parties entered into an agreement in the form of a purchase order on 12 June 2025, the subject of which was the delivery of a product – a biathlon set.
2. The Client is a mandatory entity for publication in the Contract Register pursuant to Section 2(1) of Act No. 340/2015 Coll., on the Special Conditions for the Effectiveness of Certain Contracts, the Publication of These Contracts and on the Contract Register, as amended (hereinafter referred to as the “Contract Register Act”).
3. Both contracting parties hereby acknowledge that, as of the date of conclusion of this agreement, the agreement – purchase order referred to in paragraph 1 of this Article has not been published in the Contract Register, and that they are aware of the legal consequences arising therefrom.
4. In order to regulate their mutual rights and obligations arising from the originally agreed agreement, taking into account the fact that both parties acted in good faith regarding the binding nature of the agreement – purchase order, and performed in accordance with its terms, and in an effort to remedy the defective situation caused by the failure to publish the contract in the Contract Register, the contracting parties hereby agree to this agreement in the wording set out below.

### **III.**

#### **Rights and Obligations of the Contracting Parties**

1. By this agreement, the contracting parties mutually confirm that the content of their rights and obligations, as newly agreed herein, is fully and entirely expressed in the text of the originally agreed agreement – purchase order, which is attached hereto as an annex and forms an integral part of this agreement.
2. The contracting parties declare that all performances already provided under the originally agreed contracts shall be deemed performances under this agreement, and that they shall not raise any claims against each other on the grounds of unjust enrichment in connection therewith.
3. The contracting parties declare that all future performances under this agreement, to be provided from the moment of its publication in the Contract Register, shall be carried out in accordance with the terms set out in the annex hereto.
4. The Client hereby undertakes to promptly publish this agreement, including its complete annex, in the Contract Register in accordance with Section 5 of the Contract Register Act. The agreement shall be published after anonymisation carried out in accordance with applicable legal regulations.

### **IV.**

#### **Final Provisions**

1. The contracting parties declare that they understand and agree with the content of this agreement. They further declare that they enter into this agreement voluntarily, without duress or coercion, and consider it to be mutually beneficial, as confirmed by their signatures below.
2. This agreement shall become valid on the date of signature by the later-signing party and effective on the date of its publication in the Contract Register.
3. This agreement is executed in two (2) counterparts with the validity of the original, each party receiving one counterpart.
4. An integral part of this agreement is the following annex: Confirmation of the purchase order of the biathlon set dated 12 June 2025.

In Finland, on:

In Plzeň, on:

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