

An agreement to settle unjust enrichment

concluded in accordance with § 2991 of Act No. 89/2012 Coll., the Civil Code, as amended later regulations (hereinafter referred to as the "Civil Code")

Silesian University in Opava Institute of Physics

Bezručovo náměstí 1150/13, Opava 1, 746 01, CZ
represented by: prof. RNDr. Zdeněk Stuchlík, CSc.
Company ID: 47813059 VAT
ID: CZ47813059
hereinafter referred to as the "payer"

and

Digital Science UK Limited (trading as Overleaf)

6 Briset Street, London EC1M 5NR, United Kingdom
represented by: Jonathan Breeze
VAT ID: GB235979951
hereinafter referred to as the "Recipient"

collectively referred to as the "Contracting Parties"

enter into the following agreement for the settlement of unjust enrichment on the date set out below.

1 Reasons for concluding the agreement

- 1.1 On 05.05.2025, an order No. 0501/0061/25 was concluded between the parties, the subject of which was the delivery of 20 Overleaf Professional licenses (hereinafter referred to as the "Contract" or "Order"). In accordance with Act No. 340/2015 Coll., on the Register of Contracts, as amended (hereinafter referred to as the "Act on the Register of Contracts"), it should have been published in the Register of Contracts. The order has already been fulfilled in such a way that the recipient has provided (automatically extended) the original licence to the payer, as of the date of termination of the original obligation (04.05.2025).
- 1.2 As part of an additional control on the payer's side, it was found that the contract was not published in the register of contracts before its performance, but only on 13.05.2025. For this reason, in accordance with the provision of Section 7 para. 1 of the Act on the Register of Contracts to cancel a concluded order from the beginning, and the performance thereof is unjust enrichment, as the order was performed before its publication.
- 1.3 Despite the above, the parties took steps to fulfil the order. With regard to the necessity to settle the obligations incurred, the parties enter into this agreement for the settlement of unjust enrichment.

2 Declaration of the Contracting Parties

- 2.1 In view of the above, the parties declare that they do not consider all services provided to each other on the basis of order No. 0501/0061/25 to be unjust enrichment.
- 2.2 The parties agreed that the mutually provided services are mutually offsetable, while the value of the performance provided by the payer to the recipient is identical to the performance provided by the recipient to the payer. For this reason, the parties declare that they have no other outstanding claims against each other at this time.
- 2.3 Order 0501/0061/25 is attached to this Agreement.

3 Final arrangements

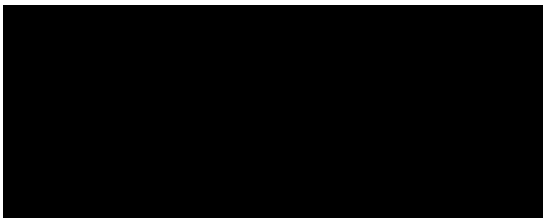
- 3.1 By signing this agreement, the parties confirm that they have read the agreement before concluding it and agree with its content.
- 3.2 This agreement is drawn up in electronic form.

3.3 This Agreement enters into force on the date of signature by the Contracting Parties and enters into force upon publication in the Register of Contracts. Publication will be provided by the payer.

3.4 The Contract, and the regularisation of the legal basis for the services performed under Order No. 0501/0061/25, shall take effect exclusively upon publication in the Register of Contracts in accordance with Act No. 340/2015 Coll. The date of publication in the Register of Contracts (13.05.2025) shall be deemed the effective date of the Contract.

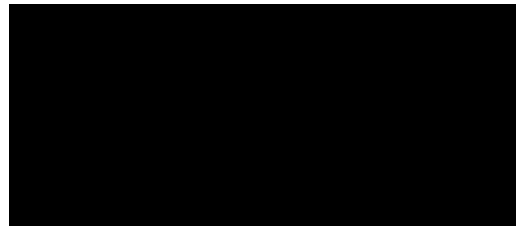
Annex: Order No. 0501/0061/25

In Opava on (date of el. signature)



On behalf of the payer
prof. RNDr. Zdeněk Stuchlík, CSc.

In London on (date of el. signature)



On behalf of the Recipient
Jonathan Breeze
Executive VP - Academic Markets