

CONTRACT FOR WORK

registered by the Contractor under the No.
registered by the Client under the No. 15/2019
(hereinafter referred to as the "Contract")

entered into pursuant to Article 2586 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, and in accordance with Article 63 of Act No. 134/2016 Coll., on public procurement, as amended

I. CONTRACTING PARTIES

Contractor: **MÜHLBAUER GMBH & Co. KG**
with its registered office at the address Josef-Mühlbauer-Platz 1, 93426, Roding, Germany
registered in Commercial Register Regensburg, HRA 9073
represented by: **Thomas Betz**, Managing Director
Gerhard Gregori, Authorized Representative
VAT: DE 811156881
Bank connection: Deutsche Bank Regensburg
IBAN: DE19 7507 0013 0320 2223 00
(hereinafter "Contractor")

and

Client: **STÁTNÍ TISKÁRNA CENIN, státní podnik**
registered office Prague 1, Růžová 6, 943, postal code 110 00, the Czech Republic
entered in the Commercial Register kept by the Municipal Court in Prague, Section A LX, File 296, reference no. ALX 296
represented by: **Tomáš Hebelka, MSc**, Chief Executive Officer
Comp. Reg. No.: 00001279
VAT: CZ00001279
Bank connection: UniCredit Bank Czech Republic and Slovakia, a.s.
Account number: 200210010/2700
(hereinafter referred to as the "Client")

(hereinafter referred to jointly as the "Contracting Parties")

AUTHORIZED REPRESENTATIVES FOR CONTRACTUAL AND ECONOMIC TALKS:

On behalf of the Client: Tomáš Hebelka, MSc, Chief Executive Officer
On behalf of the Contractor: XXX, XXX

AUTHORIZED REPRESENTATIVES FOR MATERIAL AND TECHNICAL TALKS:

On behalf of the Client: XXX, XXX
On behalf of the Contractor: XXX, XXX

II. SUBJECT OF THE CONTRACT

1. The subject of this Contract for Work is Contractor's obligation to
 - a) **exercise a preventive inspections and maintenance**
 - b) **exercise an after-warranty service for hardware and**
 - c) **ensuring of the reaction time****of Client's devices** (hereafter the "Devices" where this designation being used in this Contract in the singular and in the plural form with the same meaning), which are specified in Annex No. 1, which is an integral part of this Contract, all under the conditions set forth herein. The Contracting Parties have agreed that the Client's request for addition of a new device or a removal of Devices specified in Annex No. 1 must be sent by the Client to the Contractor at the email address: XXX at least 6 months prior to the required date of addition of a new device or removal of the Devices.
2. Parts of the subject of this contract are also supplies of all necessary spare parts, including consumable spare parts, and consumables which are necessary for ensuring the activities referred to in paragraph 1 of this Article and proper operation of the Devices.
3. The Client undertakes to pay the agreed price for the activities and deliveries performed in a proper and timely manner under this contract.

III. PLACE AND METHOD OF PERFORMANCE

1. The Contractor shall carry out activities specified in Article II paragraph 1 hereof in the buildings of the Client situated at the address
 - a) STÁTNÍ TISKÁRNA CENIN, státní podnik, Za Viaduktem 8, Prague 7, Czech Republic and
 - b) STÁTNÍ TISKÁRNA CENIN, státní podnik, Na Vápence 14, Prague 3, Czech Republic. The location of installation of Devices is provided in Annex No. 1 hereof.
2. The Contractor shall carry out the **preventive inspections and maintenance** of the Devices in the frequency and extent of performance specified in Annex No. 1 hereof.
3. As regards the preventive inspections and maintenance of the Devices in accordance with Article II paragraph 1 hereof, the Contractor undertakes to:
 - a) remove impurities that could affect operational safety of the Devices;
 - b) lubricate with oil and mechanically set moving parts of the Devices if necessary;
 - c) provide tools and measuring instruments necessary for service activities;
 - d) determine the worn parts for the timely exchange;
 - e) exchange the predetermined worn parts;
 - f) train employees of the Client regarding operating the Devices if such training is necessary and if it is possible to conduct this training during maintenance and if it is not excessively time-consuming;
 - g) provide necessary spare parts for the next maintenance;
 - h) remove minor defects of the Devices if it can be done during the inspection and if it is not excessively time-consuming and demanding in terms of materials, i.e. not more than 5 hours of extra works and up to EUR 500.00 in terms of cost of material. Materials necessary for removing defects shall be charged separately according to real needs.
4. Requirements for preventive inspections and maintenance and requirements for after-warranty service must be in writing, in the form of a filled worksheet / maintenance list, a specimen of which is included in Annex No. 2, which is an integral part of this Contract (hereinafter referred to as the "Requirement"). The Client shall send each requirement to the following e-mail

address of the Contractor: servicedesk@muehlbauer.de. Any change of contact details for receiving these requirements must be provably notified to the Client by the Contractor well in advance.

5. For each conducted preventive inspection and maintenance of the Devices the Contractor shall produce/fill in the worksheet/maintenance list (specimen is given in Annex No. 2 hereof) to be approved by the authorized person of the Client after execution of activities. Contractor's technicians are obliged to record each and every activity carried out in the course of the preventive inspection to the book of maintenance and repairs of the device with respect to which the inspection was carried out.
6. **The after-warranty service** of the Devices includes resolution of defects on the Devices and the Contractor shall carry out this after-warranty service on the basis of requirements of the Client pursuant to paragraph 4 of this Article and in the form of distant support or the case may be in form of necessary repairs, adjustment and set-up of the Devices in the location of installation of Devices. For every conducted after-warranty service action, with the exception of the distant support, the Contractor shall produce/fill in the working sheet/maintenance list (specimen is given in Annex No. 2 hereof) to be approved by the authorized person of the Client. Contractor's technicians are obliged to record each and every activity carried out in the course of the preventive inspection to the book of maintenance and repairs of the device with respect to which the inspection was carried out.

IV. DELIVERY DATES

1. The dates of every preventive inspection and maintenance of hardware of the Devices shall be specified after mutual agreement of the Contracting Parties.
2. If it is obvious that due to reasons on the part of the Client the Contractor will not be able to carry out activities or deliveries according to this Contract within the scheduled time, the Client is obliged to inform the Contractor of this fact no later than 5 working days prior to scheduled commencement of these activities or deliveries.
3. If, during performance of activities or deliveries according to this Contract, delays provably caused due to strike, a lockout or force majeure occurs, delivery deadlines shall be extended proportionally by the time of duration of these obstacles.

V. ENSURING OF THE REACTION TIME

1. The Contractor undertakes to start to carry out **the after-warranty service in the form of distant support** (via phone or e-mail) **within 2 hours reaction time from receiving a requirement** from the Client. If, taking into account circumstances of the case, this deadline is not sufficient, the Contracting Parties may agree on its reasonable extension.
2. The Contractor undertakes to **ensure that its technicians arrive and start to carry out the after-warranty service at the place of performance** according to Art. III paragraph 1 hereof **no later than within the reaction time specified for each Device separately in Annex No. 1 hereof**, if the Contractor is not able to comply, via the distant support, with the Client's requirement for the after-warranty service within 24 hours from receiving the requirement. The reaction time set for the arrival of the technician begins to run by delivering the Client's requirement under Article III (4) hereof.
3. **Defects of Devices shall be removed**, either through a repair or replacement of the defective part, **no later than within 60 hours from arrival of the Contractor's technician** to the place of performance according to paragraph 2 of this Article, provided that required spare parts are in Client's or Contractor's stock.

4. In cases when the repair requires a longer period of time or when required spare parts are not available in Contractor's or his subcontractor's stock, the Contractor shall notify this fact to the Client immediately and set up a defect removal deadline with the Client.
5. The Contractor undertakes, when performing the after-warranty service, to dispatch spare parts from its stock within 12 hours from receiving the Client's requirement for their supply.
6. The Contractor at the same time guarantees to the Client that all spare parts that it will use for removing defects shall be genuine and new.
7. Should the Client's requirement be delivered to the Contractor outside its working hours lasting from Monday to Friday between 8 a.m. and 4 p.m., the reaction time shall start, with the exception of public holidays at the place of the Contractor's registered office, only in the beginning of the following working day of the Contractor.

VI. PRICE AND PAYMENT TERMS

1. Prices for performing activities and deliveries according to this Contract are, on the basis of the Contractor's offer, specified as follows:

a) for carrying out the activities referred to in Article II (1) (a) and (b) hereof, including operator training activities, start-up aid, etc., as a multiple of the working day rate (8-hour working day) of the service technician's activities, a lump sum of EUR 1.250,00 and the actual number of working days in which the activities was provided.

If the operation of a service technician, for the purposes referred to in (a) of this paragraph, shall last for more than 10 working days, the flat rate amount shall be reduced to EUR 1.200,00 / working day (8-hour working day).

b) for ensuring the reaction time referred to in Article II (1) (c) and Article V hereof with a flat rate of EUR 3.250,00 / calendar year / device.

In the case of a Client's request for extension of the activities under Article II (1) hereof to other new device of the Client, the Contractor will charge a flat rate for ensuring the reaction time for this new device in amount of EUR 3.250,00 per calendar year. In the event that the extension of the activities under Article II (1) hereof on a new device will start during the calendar year, the flat rate of EUR 3.250,00 will be reduced in proportion to the time remaining until the end of given calendar year, but the maximum amount of the reduction, however, is the amount for a period of 6 months, i.e. EUR 1.625,00.

In case of a Client's request for restriction of activities under Article II (1) hereof for Client's Devices, which is included in Annex No. 1 thereof, during the year the Contractor will charge a flat rate pro rata depending on the time that has elapsed since the beginning of the given calendar year until the Client's Devices is decommissioned, but at least for 6 months, i.e. EUR 1.625,00. The Contracting Parties shall agree on a way of repayment of any overpayment to the price for ensuring the reaction time according to Article II, paragraph 1, (c) hereof incurred in connection with the procedure in accordance with paragraph 9 of this Article.

2. In the event that the assistance of the technician for SW maintenance is necessary to carry out the activities referred to in Article II (1) hereof, the fixed price of EUR 1.750,00 / working day shall be charged for every visit of a technician for SW maintenance.

3. The following surcharges are agreed by the Contracting Parties in addition to the daily rate according to paragraph 1 and 2 of this Article:

work at the weekends and public holidays	<u>100 %</u>
work during night shifts from 10 p.m. to 6 a.m.	<u>50 %</u>
overtime work after 10 p.m.	<u>50 %</u>

4. The prices listed in paragraphs 1 and 2 of this Article include any other costs for the Contractor's technician (accommodation, transportation to the place of performance and back, time spent on the road etc.).
5. The prices listed in paragraphs 1 and 2 of this Article do not include prices for used spare parts, SW upgrade, update, neither service packs, which will be charged separately on the basis of a valid price offer of the Contractor.
6. Every spare part that is to be installed in the Device within the framework of the activities under this Contract must be approved in advance by the Client. The name and designation of the installed spare part shall be indicated in the worksheet/maintenance list and confirmed by the representative of the Client.
7. Prices of spare parts deliveries shall be always governed by a current and valid Contractor's price offer for a particular required spare part.
8. The right to issue a tax document (invoice) for the price pursuant to paragraph 1 (a) of this Article shall be incurred by the Contractor on the next working day following the end of the quarterly period of the calendar year in which the activity was carried out. The tax document (invoice) will include a breakdown of the working time spent in the scope of activities referred to in Article II (1) (a) and b) hereof for the past quarter. The date of taxable delivery is the last calendar day of that quarter.
9. The right to issue a tax document (invoice) to the price pursuant paragraph 1 (b) of this Article shall be incurred by the Contractor on the day following the entry into force of this Agreement. Tax invoices (invoices) will be issued in advance for the forthcoming quarterly period of the calendar year, to the amount corresponding to the relevant part of the price pursuant to paragraph 1 (b) of this Article. The date of taxable transaction is the first calendar day of that quarter.
10. A duly issued tax document (invoice) containing all the required details is payable within 14 days after its issuing by the Contractor. The payment deadline is deemed to be complied with by crediting the entire invoiced amount to the account of the Contractor no later than on the last day of the payment (maturity) period.
11. The tax document (invoice) must contain the evidence number of the Contract and all the details required by law.
12. The Client is entitled to return the tax document (invoice) until the maturity date if it contains incorrect details or does not contain any of required details. The Contractor shall then issue a new tax document (invoice); in this case, the maturity period starts running from the day of delivering the new tax document (invoice) to the Client.

VII. SPECIAL PROVISIONS

1. The Client undertakes to provide to the Contractor the necessary cooperation and to set up conditions for the Contractor which are necessary for fulfilling its contractual obligations. To this purpose, the Client shall in particular:

- a) allow the Contractor's technicians access to its objects in the extent and at times necessary in order to perform activities according to this contract, i.e. even outside working hours on the basis of agreement of persons authorized to deal with factual and technical matters,
 - b) allow entrance and parking of Contractor's vehicles in its object if it is necessary in order to perform activities of the Contractor according to this Contract,
 - c) provide free of charge electric power and water to the Contractor, including necessary connections,
 - d) ensure instruction of the Contractor's technicians regarding compliance with protective and safety precautions in their objects.
2. The Contractor is obliged to ensure that its technicians performing activities according to this contract possess a valid ID document and go through professional training provided by the manufacturer of the Devices.
 3. Technicians of the Contractor are in particular
 - a) entitled to enter only those premises of the Client which will be delimited by agreement of representatives of both Contracting Parties authorized to negotiate factual and technical matters,
 - b) obligated to have visitor cards on them, or visibly wear them, to be allowed into the plants of the Client.
 4. The Client shall adopt necessary measures for protection of persons and things at the place where activities are performed. The Client is also obliged to inform the managerial employee of the Contractor about valid safety regulations if they are relevant for the activity of Contractor's employees. The Client shall inform the Contractor about cases of violation of these safety regulations by its employees. In the case of serious violation of safety regulations by an employee of the Contractor the Client may exclude this person from participating in performance of activities according to this Contract and deny him/her access to its facilities.

VIII. WARRANTY

1. The Contractor is liable to the Client for due and timely execution of activities according to this Contract.
2. **The Contractor grants to the Client a warranty of 6 months for quality of activities performed according to this contract, starting from the day of accomplishment of these activities. The Contractor grants a warranty of 6 months for all spare parts replaced by the Contractor, starting from the day of their delivery,** with the exception of consumable parts and unless individual documents (such as warranty cards) stipulate a longer warranty.
3. The Contractor is obliged to remove free of charge or compensate all damage caused by its employees to the Client during performance of activities according to this Contract. The Contractor is not liable for consequential, indirect or incidental damages, such as but not limited to loss of profit, loss of production or recall cost.
4. If, due to a fault on the part of the Contractor, the Client is not able to use Devices specified in Art. II paragraph 1 hereof, the Client shall be entitled to damages or to reduction of maintenance fees. If, due to a fault on the part of the Contractor, the Client is not able to use the Devices specified in Art. II paragraph 1 hereof for a period exceeding two (2) weeks, the Client may withdraw from this Contract.

IX.
PROTECTION AND SECURITY OF INFORMATION

1. Legal relations concerning the trade secret, which are constituted between the Contracting Parties, are governed by the relevant provisions of the Civil Code.
2. Both Contracting Parties undertake to preserve as confidential information and reports relating to their cooperation, the content of this Contract and internal matters of the Contracting Parties if their publication could harm the other party. The above provision is without prejudice to the obligation to provide information in accordance with Act no. 106/1999 Coll., on free access to information, as amended, and to the provision of Article XIV paragraph 6 hereof.
3. The Contracting Parties shall consider as confidential all the oral, documentary, electronic, visual and other information mutually provided in any objectively perceivable form, as well as the know-how, which has real or at least potential value and which is not readily available in the respective commercial circles, and furthermore the information which is designated as discrete information (bearing the abbreviation "DIS") or in whose case it can be assumed that the information is not public or is subject to a confidentiality obligation, and which the Contracting Parties learned of in connection with performance of this Contract.
4. The Contracting Parties undertake that if they come, during mutual cooperation, into contact with personal/sensitive information within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and of Act no. 101/2000 Coll., on the protection of personal data and amending certain acts, as amended, they will take all precautions to prevent unauthorized or accidental access to these data, their alteration, destruction or their loss, unauthorized transfers, unauthorized processing, as well as other kinds of their abuse.
5. The Contracting Parties shall instruct their employees or, as the case may be, other persons to whom the confidential information will be disclosed on the obligation to maintain confidentiality of non-public information.
6. In particular, the Contracting Parties undertake
 - a) not to disclose non-public information to third parties (unless this Contract expressly allows for it),
 - b) to ensure that said non-public information is not disclosed to third parties,
 - c) to secure data, including data in a written, oral, visual, electronic or another form, including photocopies, which contain non-public information against abusing by third parties or against their loss.
7. Protection of non-public information does not apply to the following cases:
 - a) if the Contracting Party is able to demonstrate that the respective information is publicly available, provided this availability was not caused by the Contracting Party itself,
 - b) if the Contracting Party is able to demonstrate that the given information was available to it before the date of disclosure of the information by the other Party and that it did not acquire it in violation of the law,
 - c) if the Contracting Party obtains a written approval from the disclosing party to disclose the information further,
 - d) if the law or a binding decision of the respective public authority requires the information to be disclosed,
 - e) if an auditor performs audit at one of the contracting parties based on authorization specified in applicable legal regulations.

8. The Contracting Parties undertake, at the request of the other Contracting Party, to:
 - a) return all the non-public information which was handed over to it in a "material form" (especially in writing or electronically) and any other materials containing or implying the information of a non-public nature,
 - b) return or destroy copies, extracts or other entire or partial reproductions or records of non-public information,
 - c) destroy without undue delay all documents, memoranda, notes and other written materials elaborated on the basis of non-public information,
 - d) to destroy materials stored in computers, text editors or other devices containing non-public information. This excludes as part of automated backups created copies that are only created and stored within the backup, provided that they have adequate access protection.
9. If either Contracting Party learns, in a credible way, or reasonably suspects that non-public information was disclosed to an unauthorized person, it is obliged to inform the other Contracting Party about it.
10. The confidentiality obligation is not time-limited. The obligation to maintain confidentiality of non-public information acquired within the framework of cooperation with the other Contracting Party lasts even after this Contract is terminated or expires.

X. PENALTIES

1. If deadlines specified in Art. V paragraph 2, 3 or 5 in connection with Art. V paragraph 8 hereof, the Client shall be entitled to a contractual penalty amounting to EUR 300,00 for each, even the started one, Contractor's working day of delay unless agreed otherwise in writing. However, the maximum penalty shall not exceed 5% of the aggregate amount paid to the Contractor for the activities referred to in Article II (1) c) hereof per calendar year.
2. If any Contracting Party provably violates Art. IX paragraph 2, 4, 6, 8 or 9 hereof, the other Contracting Party shall be entitled to a contractual penalty amounting to EUR 7.700,00 for each individual violation of those provisions. The burden of proof shall be on the part of the Contracting Party who claims that such a violation occurred.
3. Before asserting their claim to a contractual penalty both Contracting Parties are obliged to invite the other Party to provide an explanation.
4. The contractual penalty according to paragraph 1 and paragraph 2 of this Article is due within 14 days from delivery of a legitimate and duly issued invoice. Asserting of the entitlement to a contractual penalty does not affect or restrict the entitlement of the entitled Contracting Party to damages in a full extent.

XI. TERM OF THE CONTRACT

1. This Contract is entered into for an **indefinite period**.
2. The contractual relationship constituted by this Contract may be terminated through
 - a) written agreement of the Contracting Parties;
 - b) withdrawal from agreement pursuant to Article XII. Hereof;
 - c) written notice of one of the Contracting Parties, even without providing any reason for the notice and with the notice period of six months, which commences on the first day of the calendar month following the delivery of the written notice to the other Contracting Party and ends with the last day of the respective calendar month.

XII.
WITHDRAWAL FROM AGREEMENT

1. The Client may withdraw from the Contract if the Contractor violates terms of this Contract, especially by not complying with obligations arising from the Contract, and if it does not remedy the situation even in a reasonable additional period of time provided to it by the Client in a written warning.
2. The Contractor may withdraw from the Contract if the Client violates terms of this Contract by not reimbursing duly invoiced and due price according to Art. VI hereof even within a reasonable additional period of time provided to it by the Contractor in a written warning.
3. The legal effects of the withdrawal shall occur on the day of the delivery of the written notice to the other party. Upon withdrawal from this Contract all of the rights and obligations established by this Contract shall expire. Withdrawal from the contract, however, shall not affect the claim to damages as a result of the breach, and the claim to settlement of the penalty.

XIII.
GOVERNING LAW AND DISPUTE RESOLUTION

1. Interpretation of this Contract, as well as rights and obligations of the Contracting Parties in cases not expressly regulated herein shall be governed by the legal order of the Czech Republic, especially by Act No. 89/2012 Coll., the Civil Code, as amended, and related regulations.
2. Both contracting parties agreed to solve disputes arising from this contractual relationship in an amicable way. If the Contracting Parties fail to reach an agreement, either Contracting Party may refer the dispute to the court. The Contracting Parties have agreed that disputes arising from this contractual relationship belong to the exclusive jurisdiction of Czech courts and that the court competent according to the registered office of the Client shall be locally competent to decide the matter.

XIV.
CONCLUDING PROVISIONS

1. Rights and obligations specified herein shall be transferred over to potential legal successors of the relevant contracting parties.
2. The Contract may be changed or amended only through written amendments, properly designated as an amendment and numbered in an ascending sequence, agreed by both Contracting Parties. The amendments shall form an integral parts hereof and any other arrangements shall be deemed void.
3. If any provision hereof is or becomes invalid or ineffective, it shall have no effect whatsoever on the other provisions hereof, which shall remain valid and effective. In such a case, the Contracting Parties undertake to replace the invalid/ineffective provision with a valid/effective provision the effect of which comes as close as possible to the originally intended effect of the invalid/ineffective provision. If any provision hereof is found null (void), the Parties shall analogously assess the effect of such nullity on the remaining provisions hereof in accordance with Section 576 of the Act No. 89/2012 Coll., the Civil Code, as amended.
4. Rights and obligations arising from this Contract may not be transferred to a third party without a prior written approval of the other Contracting Party.

5. This Contract is drawn up in Czech and English, always in two counterparts, out of which the Contractor shall obtain one counterpart and the Client shall obtain one counterparts. In case of discrepancies between the Czech and English version, the English version shall prevail.
6. The Contractual Parties agree that in accordance with Section 219(1)(d) of the PPA, this Contract will be published in the Register of Contracts pursuant to Act No. 340/2015 Coll., laying down special conditions for the effectiveness of certain contracts, the disclosure of these contracts and the register of contracts (the Register of Contracts Act). The Client shall arrange for the publication.
7. This Contract becomes valid on the date on which it is signed by the authorized representatives of the Contracting Parties and comes into force upon publication in the Register of Contracts.
8. This Contract constitutes the full agreement of the Contraction Parties to the subject matter of this Contract and supersedes all previous oral and written arrangements of the Contracting Parties, in particular the Contract for work registered with the Client under No. 8/2016 (hereinafter "Contract No. 8/2016"). No representation by the parties made during the negotiation of this Agreement or the expression made after the conclusion of this Agreement shall be construed as contravening the express provisions of this Contract and shall not create any obligation of either of the Contracting Parties. The Contracting parties agrees that the price for performing the activities under Article II. (1) hereof which will be provided by the Contractor under Contract No. 8/2016 in the period from 1 January 2019 until the date of effectiveness of this Contract shall not be charged and paid under the Contract No 8/2016 but in accordance with Article VI of this Contract.

Annexes: No. 1 - List of Devices, including the scope and frequency of Preventive Inspections and Maintenance and Response Times for Individual Devices
 No. 2 - Form of Worksheet / Maintenance list (Requirement to perform preventive inspections and maintenance and after-warranty service)

In Prague on

In Roding on

On behalf of the Client:

On behalf of the Contractor:

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Tomáš Hebelka, MSc
 Chief Executive officer
 STÁTNÍ TISKÁRNA CENIN, státní podnik

.....
Thomas Betz
 Managing Director
 Mühlbauer GmbH & Co. KG

.....
Gerhard Gregori
 Authorized Representative
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