

**AMENDMENT No. 2**  
**TO THE FRAMEWORK CONTRACT FOR SUPPLIES OF INKS AND**  
**AUXILIARY MATERIAL FOR PRINTING OF BANKNOTES, STATE**  
**DOCUMENTS AND SIMILAR MATERIALS AND FORMS AND**  
**RELATED SERVICES**

registered under the Buyer's Ref 39/2018  
(hereinafter referred to as the "this Amendment No. 2")

I.

**STÁTNÍ TISKÁRNA CENIN, státní podnik**

with its registered office at Prague 1, Růžová 6, House No. 943, 110 00, Czech Republic  
registered in the Commercial Register administered by the Municipal Court in Prague,  
section A LX, file 296

represented by:	<b>Tomáš Hebelka, MSc</b> , General Manager
Registration No.:	00001279
VAT No.:	CZ00001279
bank details:	Komerční banka, a.s., Praha
account No.:	107-78250237/0100
IBAN:	CZ82 0100 000 107 0078250237
SWIFT:	KOMB CZPPXXX

(hereinafter referred to as the "**Buyer**")

and

**SICPA SA**

with its registered office at Avenue de Florissant 41, 1008 Prilly, Switzerland

represented by: **Yulia Henchoz**, Reginal Business Manager, CSS  
**Yann-Karim Haenni** , General Counsel, CSS

Registration No.:	CHE-105.732.246
VAT No.:	CHE-116.348.662
bank details:	XXX
account No.:	XXX
IBAN:	XXX
SWIFT:	XXX

(hereinafter referred to as the "**Seller**")

(both parties hereinafter collectively referred to as the "**Parties**")

## II.

1. In accordance with the clause XVI subclause 1 of the framework contract for supplies of inks and auxiliary material for printing of banknotes, state documents and similar materials and forms and related services (No. 39/2018) concluded on 26. 4. 2018 in the version amended by the Amendment no. 1 concluded on 30. 1. 2019 (hereinafter this version referred to as the „**Framework Contract**“) the Parties have agreed upon the following changes to the Framework Contract:

- a) Clause I section “SELLER” of the Framework Contract is replaced by the following:

**„SICPA SA**

*registered office at Avenue de Florissant 41, 1008 Prilly, Switzerland*

*represented by: **Yulia Henchoz**, Reginal Business Manager, CSS*

***Yann-Karim Haenni**, General Counsel, CSS*

*Registration No.: CHE-105.732.246*

*VAT No.: CHE-116.348.662*

*bank details: XXX*

*account No.: XXX*

*IBAN: XXX*

*SWIFT: XXX*

*(hereinafter referred to as the “Seller”)*

**Persons authorised by the Seller to act:**

*contractual and economic: **Yulia Henchoz**, Reginal Business Manager, CSS*

***Yann-Karim Haenni**, General Counsel, CSS*

*factual and technical: **XXX, XXX***

***XXX, XXX”***

- b) Clause V subclause 1 of the Framework Contract is replaced by the following:

*„The Seller shall bill the price of the supplies of Products according to clause III hereof according to the price list stated in Appendix No. 2 to this Framework Contract (hereinafter referred to as the “**Price List**”), in particular in Swiss francs (CHF).*

*On the basis of volume of the supplied and invoiced Products in a calendar year (i.e. from 1. 1. till 31. 12.) the Seller shall be obliged to provide the Buyer a Volume Discount (i.e. rabat/bonus) in a form of credit note, which shall be issued and delivered to the Buyer during the first quarter of the following calendar year and which shall be deductible from future invoices issued in this following calendar year. Amount of the Volume Discount shall be as agreed by the Parties determined in accordance with the following procedure:*

<b>Volume of the supplied and invoiced Products within a calendar year:</b>	<b>Percental rate of Volume Discount out of the volume:</b>
XXX	XXX
XXX	XXX
XXX	XXX
XXX	XXX
XXX	XXX

(hereinafter referred to as the “**Volume Discount**”)

*Due to accounting procedures the corresponding amount of the Volume Discount shall be affirmed by the Parties to each other in writing during the first 15 days of the following calendar year.*

*The Parties agreed that the Volume Discount shall be provided by the Seller for the first time based on the volume of supplied and invoiced Products within the whole year 2019.*

*In case of termination of the Framework Contract and provided that in the ongoing calendar year there was reached at least the lowest level of the Discount Volume, the credit note with corresponding Volume Discount shall be issued and delivered to the Buyer until 15 days as of the Framework Contract termination.”*

c) Clause V subclause 13 of the Framework Contract is replaced by the following:

*„13. The maturity of any invoice duly issued by the Seller is 15 calendar days from the date of its issuance. The Seller is bound to deliver the invoice along with all documents to the following e-mail addresses [podatelna@stc.cz](mailto:podatelna@stc.cz) and [purchasing@stc.cz](mailto:purchasing@stc.cz). For the purposes of the present Framework Contract, an invoice has been paid once the respective amount is debited from the Buyer’s account.”*

d) Appendix No. 2 of the Framework Contract, the Price list, is updated and replaced by the Appendix No. 1 to this Amendment No. 2. This updated price list is valid for the year 2019.

2. The other provisions of the Framework Contract and the Annexes to the Framework Contract shall remain unchanged and in full force and effect.

### III.

1. This Amendment No. 2 is drawn up in the English and Czech languages, always in two copies with the validity of the original, each of the Contracting Parties will receive one

copy of both language versions. In the case of any disputes, the English version shall prevail. Appendix No. 1 of this Amendment No. 2 is made only in English language.

2. The Seller takes note that this Amendment No. 2 shall be, in accordance with Act No. 340/2015 Coll., on Special Conditions of Efficiency of some Contracts, Disclosure of such Contracts and the Contracts Register (the Contracts Register Act), after its signing, disclosed in the Contracts Register. The disclosure and related operations shall be ensured by the Buyer.
3. This Amendment No. 2 comes into validity on the day of signature by both Contracting Parties and into effect after disclosing in the Contracts Register in accordance with the Contracts Register Act.

Annexes:

- Appendix No. 1: Price list (2019)

On behalf of the Buyer:

In Prague on \_\_\_\_\_

On behalf of the Seller:

In \_\_\_\_\_ on \_\_\_\_\_

.....  
**Tomáš Hebelka, MSc**  
General Manager  
**STÁTNÍ TISKÁRNA CENIN, státní podnik**

.....  
**Yulia Henchoz**  
Regional Business Manager, CSS  
**SICPA SA**

.....  
**Yann-Karim Haenni**  
General Counsel, CSS  
**SICPA SA**