

Loan Agreement

This Loan Agreement (hereinafter referred to as „Agreement”) becomes effective on 3. 8. 2020, hereinafter “Effective Date” by and between

Mühlbauer GmbH & Co. KG, having its registered office at Josef-Mühlbauer-Platz 1, 93426 Roding, Germany, hereinafter referred to as „**Lender**“, on the one hand and

STÁTNÍ TISKÁRNA CENIN, státní podnik (STC Prague), having its registered office at commercial register in Prague1, Růžová 6, čp. 943, ZIP code 110 00, Czech Republic, hereinafter the “**Borrower**”, on the other hand.

The Lender and the Borrower collectively also referred to as “Parties” or individually as “Party”.

PREAMBLE

WHEREAS, the Lender agrees and undertakes to provide his product “card punching tool for PC material” serial number 10000223367 (hereinafter the “Loan Equipment”) to the Borrower for evaluation and testing purposes in the real production (hereinafter the “project”). The value of the Loan Equipment is EUR 16.880,00 (list price).

WHEREAS, the Borrower agrees and undertakes to evaluate and test the Loan Equipment of the Lender for the purpose to introduce and use the Loan Equipment for the defined project.

NOW THEREFORE, the Parties agree as follows:

1. The Lender undertakes to provide to the Borrower the Loan Equipment for a period of up to 12 months from the Effective Date (hereinafter the “Loan Period”).
2. The shipment of the Loan Equipment to the Borrower`s site, Production plant III, at the address Na Vápence 14, Prague 3, Czech Republic will be made within 1-2 weeks from the Effective Date on basis CIP Lender`s site

(INCOTERMS 2020). At the end of the Loan Period the Borrower undertakes to return the Loan Equipment to the Lender`s site on basis CIP Lender`s site (INCOTERMS 2020). All costs and expenses related to the transport will be borne by the Lender.

3. The Borrower undertakes to handle the Loan Equipment with all reasonable care. Upon transfer of risk the Borrower is liable for damages due to Force Majeure including but not limited to natural hazards like fire, water, explosion and theft. The Borrower is obligated to protect the Loan Equipment by means of insurance policy covering the aforesaid risks during the Loan Period. The Borrower shall be liable up to a maximum of 50% of the sales price of the Loan Equipment.
4. The Borrower undertakes to control the Loan Equipment immediately after arrival in every respect about damages on the Loan Equipment or on packaging. In the event of any damage or loss the Borrower shall inform the Lender in writing within five (5) days after arrival, specifying in detail the loss or damage.
5. The Loan Equipment and all associated goods delivered to the Borrower remain the property of the Lender. The provision of the Loan Equipment to the Borrower shall not be construed as granting any property rights to the Borrower such as but not limited to any intellectual property, industrial, trade mark, copyright or others.
5. All consumables and test materials, which are necessary (if any) for evaluation and test runs of the Loan Equipment are to be provided by the Borrower at his own expense. The Borrower is responsible for the suitability and quality of such materials.
6. The Borrower shall hold harmless the Lender from and against any liability or compensation damages arising from evaluation and testing of the Loan Equipment. The Lender shall not be liable for claims resulting from the infringement of any Intellectual Property Rights of any third party.
7. Except with the prior written consent of the Lender, the Borrower or any third party shall not make any modifications or repairs on the Loan Equipment.
8. The Parties are obliged to keep confidential all confidential documents and all confidential information (verbal, written or per computer aided done) received by reason of the execution of this Agreement and they shall not disclose such

documents or information to any third party nor exploit for its own use and use only for the purpose of this Agreement. The Parties shall bind their employees and third parties to be engaged in the execution of this Agreement on this obligation to maintain secrecy. It is not allowed to duplicate any documents and information of the Lender, unless necessary for the purposes of this Agreement. All confidential documents and information and their copies shall be returned or destroyed by the Borrower immediately upon request of the Lender. The obligation to confidentiality shall remain in force for a period of five (5) years after the termination of this Loan Agreement.

9. If any provision of this Agreement or any portion thereof is determined to be void or unenforceable by a court of competence jurisdiction, such determination will not affect the validity of the remaining provisions.
10. This Agreement shall be governed by Czech Law. The place having jurisdiction is the competent court for the registered office of the Borrower.

IN WITNESS WHEREOF, by signing for our enterprises the Parties hereby agree to the terms of this Agreement.

Roding,
(Place) (Date)

Prague,
(Place) (Date)

On behalf of the **Lender**

On behalf of the **Borrower**

.....
(Name)

.....
(Name)

.....
(signature)

.....
(signature)