

FRAMEWORK AGREEMENT FOR THE PRODUCTION AND SUPPLY OF PRINTING PAPER FOR THE PRODUCTION OF BANKNOTE BINDING TAPES

registered by the Buyer under No. 070/OS/2021
registered by the Seller under No. **20211512**

(hereinafter referred to as "**this Framework Agreement**")

made pursuant to the provision of Section 27 and 31 of the Act No. 134/2016 Coll., on
public procurement, as amended (hereinafter referred to as the "PPA")
and
pursuant to Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended
(hereinafter referred to as the "Civil Code")

by and between:

STÁTNÍ TISKÁRNA CENIN, státní podnik

with its registered office at Prague 1, Růžová 6, house No. 943, 110 00, Czech Republic
entered in the Commercial Register maintained by the Municipal Court in Prague, Section ALX,
Insert 296

Business ID: 00001279
Tax Identification No.: CZ00001279
Acting through: **Tomáš Hebelka, MSc**, Chief Executive Officer
Bank details: UniCredit Bank Czech Republic and Slovakia, a.s.
Account number: 200210010/2700
IBAN: CZ44 2700 0000 0002 0021 0010
SWIFT: BACX CZPP

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

and

SPM - Security Papers, s.r.o.

with its registered office at Antala Staška 1859/34, Krč, 140 00 Praha 4
entered in the Commercial Register administered by Municipal Court in Prague, Section C,
Insert 324048

Business ID: 08725004
Tax Identification No.: CZ08725004
Represented by: **Dr. Alfonso Ciotola**, Chief Executive Officer
Bank details: Česká Spořitelna, a.s.
Account number: 1083442/0800
IBAN: CZ96 0800 0000 0000 0108 3442
SWIFT: GIBACZPX

(hereinafter the "**Seller**")

(the "Buyer" and the "Seller" hereinafter collectively referred to as the "**Parties**" or "**Contracting Parties**")

Representatives authorized to negotiate in contractual and economic matters:

On behalf of the Buyer: **Tomáš Hebelka, MSc**, Chief Executive Officer

On behalf of the Seller: **XXX**

Representatives authorized to negotiate in factual and technical matters:

On behalf of the Buyer: **XXX**

On behalf of the Seller: **XXX**

I. INTRODUCTORY PROVISIONS

1. This Framework Agreement is concluded on the basis of the results of a small-scale public tender within the meaning of Section 27 and 31 of the PPA, which is entitled "*Production and supply of printing paper for the production of banknote binding tapes_reissue_2*" hereinafter referred to as the "**selection procedure**"). The basis for this Framework Agreement is also the Seller's tender for the selection procedure submitted on 15th December 2021, the content of which is known to the Parties (hereinafter referred to as the "**Tender**").
2. When interpreting the content of this Framework Agreement, the Parties are obliged to take into account the tender conditions and the purpose related to the selection procedure. The provisions of laws and regulations on interpretation of legal conduct are not affected by this.
3. This Framework Agreement regulates the method for conclusion of individual partial contracts, conditions for execution of individual deliveries on the part of the Seller, as well as other rights and obligations of the Parties related to the realisation of the individual partial contracts concluded hereunder.
4. The purpose of this Framework Agreement is to ensure the production and supply of printing paper for the production of banknote binding tapes for the Buyer according to his needs to the extent defined by this Framework Agreement.

II. SUBJECT MATTER OF THE FRAMEWORK AGREEMENT

1. The subject matter of this Framework Agreement is the obligation of the Seller to produce and supply to the Buyer printing paper for the production of banknote binding tapes (hereinafter referred to as the "**Goods**"), pursuant to the Technical specification according to paragraph 3 of this Article, in the amount as required by the Buyer in partial contracts, and transfer to the Buyer the ownership title to the delivered Goods.
2. The Buyer undertakes to accept the Goods, duly delivered as regards the required quantity,

type and quality of the Goods, on the required date and pay for the Goods the price specified under Article V hereof.

3. The Goods shall be produced and supplied in accordance with the Technical specification which is set out in Annex No. 1 and which forms an integral part of this Framework Agreement.
4. All supplies of the Goods shall take place according to the Buyer's needs in line with the written orders, each one of which constitutes a proposal to conclude a partial contract (hereinafter as an "**order**"), and confirmations, which constitute the acceptance of the proposal to conclude a partial contract (hereinafter as a "**partial contract**"). A partial contract shall be deemed to have been entered into once the Buyer receives confirmation of an order from the Seller, confirming the order without reservations.
5. The Buyer may invite the Seller to provide performance in accordance with this Framework Agreement up to a **maximum financial limit of 71 400 EUR** for the entire duration of this Framework Agreement. If the Seller is an entity liable for VAT registered in the Czech Republic, the amount according to the previous sentence means the amount excluding VAT.

III. ORDERS

1. As a minimum requirement, an order shall contain the following details:
 - a) Seller's and Buyer's identification data;
 - b) detailed specification of the Goods, including the quantity of the Goods to be delivered;
 - c) other requirements for the Goods;
 - d) detailed delivery conditions, especially the delivery term and place of delivery;
 - e) the designation of the person placing the order, who is authorised to act on behalf of the Buyer.

In case of doubt the Seller must ask the Buyer for additional information. If the Seller fails to do so, it is understood that the instructions are sufficient for the Seller, and no such reason may release the Seller from any liability for failure to perform an order in due manner and time.

2. The order shall be sent to the Seller electronically to the Seller's e-mail address XXX.
3. The Seller is obliged to confirm the receipt of this partial order in writing to the Buyer's e-mail address XXX without delay, but no later than 3 working days of receiving the order. As a minimum requirement, confirmation of an order must contain identification data of the Seller and the Buyer, and identification of the order being confirmed.
4. The Parties agree that the Seller will respect the supplies of the Goods as requested and will not modify the supplies as to type, volume or finance unless expressly agreed by the Parties.

5. The Seller undertakes in the fulfilment of any purchase order to act in accordance with the Tender.
6. The Seller takes into consideration that the Buyer is not entitled that the making of individual orders and the conclusion of individual partial contracts depends only on the discretion and needs of the Buyer and that the Buyer does not have an obligation under this Framework Agreement to enter into any minimum number of subcontracts. By concluding this Framework Agreement (without concluding a partial contract), the Seller does not have the right to provide any performance, nor the right to payment of the price for any performance.
7. Individual partial contracts fulfilling the conditions for publication in the Register of Contracts take effect once they are published in the Register of Contracts. Other individual partial contracts take effect on the day it is confirmed by Seller.

IV. DELIVERY TERM AND PLACE OF PERFORMANCE, PACKAGING, TRANSPORT AND DELIVERY CONDITIONS

1. The Seller is obliged to deliver the Goods to the Buyer not later than **4 (four) weeks from the date when specific partial contract taken effect**, unless the Buyer requires in a particular order a longer period – in which case the Seller undertakes to deliver the Goods within the period stipulated by the Buyer in such order.
2. The Seller is obliged to deliver the Goods to the Buyer's production plant at the address:
Production Plant I – Růžová 6, House No. 943, 110 00 Prague 1, Czech Republic.
3. The Seller shall ensure the safe transport of Goods from its plant to the place of performance specified in paragraph 2 of this Article.
4. Each delivery of the Goods shall be accompanied with a Delivery note in 2 copies, which shall be confirmed by both Parties upon handover and takeover of the Goods and shall be used as the Goods handover protocol.
5. The delivery note shall contain:
 - a) Seller's and Buyer's identification data
 - b) the number and date of issue of the Delivery note,
 - c) the number of order,
 - d) the order number or position/serial number according to the order,
 - e) contract number (if stated in the order);
 - f) material code according to IS in the STC format (if stated in the order),
 - g) the number of the supplied units and unit of measure,
 - h) Item name.

6. Delivery of the Goods according to this Framework Agreement shall be governed by the agreed delivery conditions INCOTERMS® 2020, DAP.
7. The Seller shall send a piece of information regarding the day of despatch of the Goods to the Buyer's e-mail address XXX at least 3 working days before the date of the Goods despatch.
8. The Seller shall deliver the Goods on business days and during the Buyer's regular working hours, i.e., between 6:00 a.m. and 2:00 p.m., unless stipulated otherwise by the Buyer. Outside these hours, it is only possible to receive Goods following a previous agreement made over the phone between the Seller and the Buyer's representative stated in the order.
9. The Buyer is entitled to refuse to take over the Goods if the Goods have defects or are not supplied in the agreed type, quality, quantity, or time.
10. The Buyer is obliged to take over the Goods free of any defects and supplied by the Seller on the basis of and in accordance with this Framework Agreement, and to pay the Seller the price of deliveries of the Goods.
11. The Seller is not entitled to supply a larger quantity of Goods than required by the Buyer in the relevant written order; in the event of supply of a larger quantity of Goods, the partial contract for this surplus is not concluded unless the Buyer approves additionally the acceptance of the surplus to the Seller's e-mail address XXX.
12. The Seller undertakes to prepare all Goods delivered hereunder for transportation and subsequent storage in an appropriate manner to ensure the preservation, protection and quality of the Goods as well as protect the Goods against damage caused by mechanical and weather factors. Each consignment shall be duly marked with the name of the Goods, identification of the manufacturer and indication of its mass.
13. The Goods shall be packed on wooden pallets, fixed by PE (Polyethylene) foil, and bounded by packing strips. The pallets shall be operated by a standard pallet truck.
14. The ownership title to the Goods supplied on the basis of this Framework Agreement shall pass on the Buyer at the moment of takeover of the Goods, i.e., at the moment the handover protocol for the Goods (delivery note) is signed by the Buyer. The risk of damage to the Goods shall pass to the Buyer at the same moment.

V. PRICE

1. The price for deliveries of Goods in **EUR** is determined on the basis of the really realised performance according to a specific partial contract and the unit prices. The unit price is set by agreement of the Contracting Parties in the amount of **EUR XXX** per 1 kg of Goods with a minimum order of 2 000 kg. This minimum order quantity can be a combination of several rolls' widths.
2. If the Seller is an entity liable for VAT registered in the Czech Republic, VAT shall be billed at the rate stipulated in the legislation that is valid and in force on the date of taxable supply.
3. The price according to the paragraph 1 of this Article is maximal and final and includes all costs of the Seller for all associated costs and charges related to the production, delivery of

the Goods and the discharge of the Seller's obligations under INCOTERMS 2020 (defined delivery terms, i.e. mainly including packaging, transport and delivery of the Goods to the Buyer, insurance of the Goods, costs associated with obtaining the documents, etc.).

VI. PAYMENT TERMS

1. The price shall be paid by the Buyer after proper delivery of the Goods on the basis of tax documents (invoices) issued by the Seller.
2. The Seller's right to issue a tax document (invoice) for each delivery of the Goods is established on the day of delivery, i.e., the date of signature of the Delivery Note by the Buyer's authorised person. The date of taxable supply is the date of documented handover and takeover of the performance, i.e., the date the Buyer signed the protocol of handover of the Goods (Delivery Note). For the avoidance of doubt, the Contracting Parties state that if the Goods are delivered in several deliveries according to one partial contract, a separate Delivery Note and a separate tax document (invoice) will be issued for each such delivery.
3. The Buyer does not provide the Seller with any advance payments for the price.
4. A tax document (invoice) shall contain all the prerequisites of a tax document according to the applicable legal regulations and this Framework Agreement. Each tax document (invoice) must include a copy of the confirmed Delivery Note relating to the executed delivery.
5. The Seller shall issue a separate tax document (invoice) for each delivery of Goods.
6. The maturity period of any tax document (invoice) duly issued by the Seller is 30 calendar days following its issuance date. The Seller is obliged to deliver the invoice to the Buyer to e-mail address XXX. For the purposes of this Framework Agreement, an invoice shall be deemed paid once the respective amount has been deducted from the Buyer's financial account specified in the header of this Framework Agreement.
7. If a tax document (invoice) issued by the Seller does not contain the necessary formalities or will contain incorrect or incomplete information, the Buyer is entitled to return the tax document (invoice) to the Seller stating the reason for such return, without getting into arrears with payment. The new maturity period shall commence on the date of delivery of a duly corrected or supplemented tax document (invoice) to the Buyer.
8. The Buyer shall pay the price in accordance with this Framework Agreement and the invoiced tax document (invoice) to the Seller's account number specified on first page of this Framework Agreement. In the event of a change in the account number, an amendment to this Framework Agreement shall be concluded.
9. If the Seller is an entity liable for VAT registered in the Czech Republic, the following arrangements as contained in this article shall be binding and applicable (paragraphs 10 to 13 of this Article).
10. The Seller declares that in the moment of conclusion of the Framework Agreement it is not in liquidation and no proceedings are being conducted against it pursuant to Act No. 182/2006 Coll., on bankruptcy and settlement (Insolvency Act). The Seller also declares

that in the moment of conclusion of the Framework Agreement there is no decision issued by a tax administrator, that the Seller is an unreliable payer pursuant to Section 106a of the Value Added Tax Act No. 235/2004 Coll., as amended (hereinafter "VATA"). The Seller shall immediately and demonstrably notify Buyer, a recipient of the taxable performance, within two working days of it becoming aware of its insolvency or of issuing a decision by a tax administrator that the Seller is an unreliable payer pursuant to Section 106a VATA. In the event that, during the period of validity and effectiveness of the Framework Agreement, the Seller's statements referred to in this paragraph prove to be false or the Seller violates the obligation to notify the Buyer of the fact stated in the previous sentence within the specified period, this will be considered a substantial breach of the Framework Agreement.

11. The Seller undertakes that the bank account designated by him for the payment of any obligation of the Buyer under this Framework Agreement shall be published and accessible from the date of signing of this Contract until its expiry in accordance with Section 98 VATA, otherwise the Seller is obliged to provide another bank account to the Buyer that is duly published pursuant to Section 98 VATA. In the case Seller has been indicated by a tax administrator as an unreliable taxpayer pursuant to Section 106a VATA, Seller undertakes to immediately, within two working days of it becoming aware of its insolvency or of issuing a decision by a tax administrator that the Seller is an unreliable payer pursuant to Section 106a VATA, notify this to Buyer along with the date on which this circumstance arose.
12. If surety for unpaid VAT arises for the Buyer according to Section 109 VATA on received taxable performance from Seller, or the Buyer justifiably assumes that such facts have occurred or could have occurred, the Buyer is entitled without the consent of Seller to exercise procedure according to the special method for securing tax, i.e. the Buyer is entitled to pay the concerned VAT according to the invoice (tax document) issued by the given Seller to the competent revenue authority and do so according to Sections 109 and 109a VATA.
13. By payment of the VAT into the account of the revenue authority, the Seller's receivable from Buyer is considered as settled in the amount of the paid VAT regardless of other provisions of the Framework Agreement. At the same time, Buyer shall be bound to notify the respective Seller of such payment in writing immediately upon its execution.
14. The Seller is not authorised, without prior consent of the Buyer, to set-off any of its receivables from the Buyer with any of the Buyer's receivables from the Seller or assign any of its rights and receivables from the Buyer to a third party.
15. The Seller agrees that it shall in no way burden its claims against the Buyer under the partial contract or in connection with a lien in favour of a third party.

VII. LIABILITY FOR DEFECTS AND QUALITY WARRANTY

1. The Seller undertakes to properly deliver the Goods, and especially to comply with the Technical Specification, and shall also be liable for the quantity and term of delivery of the Goods stipulated in Article IV paragraph 1 hereof.

2. The Seller is responsible for ensuring that the Goods are duly delivered in accordance with this Framework Agreement and that they shall be free of any defects for a period of **24 (twenty-four) months** from the date of delivery of the Goods to the Buyer and provides the Buyer with warranty for the quality of the Goods for the same period. The Buyer may claim defects in the delivered Goods at any time during the warranty term.
3. A defect means any condition where the quality, quantity or design of the supplied Goods does not comply with the conditions stipulated in the specifications of the required Goods according to this Framework Agreement, the Technical specification and partial contracts.
4. If an entire supply delivered by the Seller or a part thereof proves defective, the Buyer shall have the right to claim the Goods, in particular on qualitative and quantitative grounds. Any defect liability claims shall be dealt with:
 - a) By replacement of the defective Goods with defect-free Goods;
 - b) By delivery of the missing quantity of the Goods;
 - c) By a discount from the price;
 - d) By withdrawal from the partial contract concerned.

The choice among the claims listed above shall be left entirely at the Buyer's discretion.

5. Any complaint shall be accepted or rejected within 15 calendar days from its communication to the Seller to the e-mail address: XXX.
6. The time period for settling a warranty claim is 30 days from the date of its receipt by the Seller. In the case of a compliant acknowledgement by the Seller the Seller shall be liable to replace the defective Goods. All costs incurred in connection with the defects of the Goods or the application of defect liability claims, in particular the costs of the replacement of any defective Goods, and the costs of delivery of any missing quantity of the Goods, shall be borne by the Seller. In the case of unacknowledged complaints, the Seller shall not be liable to replace the defective Goods and shall not bear the costs of the Buyer connected with the unacknowledged complaint.
7. Before all defects of the Goods are removed, the Buyer will not be obliged to pay the Seller the price of the defective Goods, if the price for defective Goods has not yet been paid to the Seller at the time of the exercise of warranty claim.
8. Any activities, which are necessary for or are relating to claiming the defects, shall be made by the Seller itself at its own costs in cooperation with the Buyer during the Buyer's working hours so that its activities will not endanger or limit the Buyer's activities.

VIII. PROTECTION OF INFORMATION

1. The Parties are not entitled to disclose to any third party the non-public information they obtained or shall obtain during mutual cooperation, and the information related to entering into this Framework Agreement and its content. This does not apply if the information is

disclosed to the employees of the Party or to other individuals (subcontractors) involved in fulfilment; i.e. only for the purpose of realisation hereof) and always within the minimum scope necessary for due fulfilment hereof.

2. The Parties are liable to assure compliance with the obligations pursuant to this Article of all individuals (subcontractors) to whom the non-public information is disclosed pursuant to the previous sentence under the same terms as laid down for the Parties hereto. Violation of the confidentiality commitment by these individuals shall be deemed violation by the Party disclosing the information to them.
3. Confidential information is any information mutually provided in written, oral, visual, electronic, or other format as well as know-how which has actual or potential value and which is not commonly available in the respective business circles, and further information which is designated in writing as confidential (abbreviation "DIS") or which may be assumed to be confidential information due to the nature of the respective matter.
4. The Parties hereby undertake that if in the context of mutual cooperation they get in touch with personal data or special categories of personal data in the sense of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on free movement of these data, and repealing Directive 95/46/EC (the General Data Protection Regulation, or GDPR) and Act No. 110/2019 Coll., on Personal Data Protection, they will take any and all necessary measures to prevent unauthorised or random access to these data, their alteration, destruction or loss, unauthorised transfer, other unauthorised processing or any other misuse.
5. In this regard, the Parties agree, in particular:
 - a) Not to disclose non-public information to any third party;
 - b) To ensure the non-public information is not disclosed to third parties;
 - c) To secure the data in any form, including their copies, which include non-public information, against third party misuse and loss.
6. The obligation to protect non-public information shall not apply to the following cases:
 - a) The respective Party proves that the given information is available to the public without this availability being caused by the same Contracting Party;
 - b) If the 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 Party obtains a written approval from the other 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) An auditor performs an audit at one of the Parties based on authorisation specified in applicable legal regulations.
7. The Parties agree, upon the request of the other 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 non-public information;

- 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 the non-public information;
- d) Destroy materials stored in computers, text editors, or other devices containing non-public information pursuant to this Framework Agreement.

The Parties also undertake to ensure that the same shall be performed by any other individuals, to which the non-public information is disclosed by either Party.

- 8. The employee of the liable Party authorised to destroy the documents in the sense of the previous paragraph shall confirm the destruction at the request of the other Party in writing.
- 9. In case that either of the Parties or their employees or other individuals (information processors) become aware in a credible manner or if they have a reasonable suspicion that the confidential information has been disclosed to an unauthorised party, they shall be bound to inform the other Party of such a fact without undue delay.
- 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 Party lasts even after this Framework Agreement is terminated or expires. The confidentiality commitment shall pass onto any potential successors of the Parties.

IX. SPECIAL PROVISIONS

- 1. For the entire period of validity and effectiveness of this Framework Agreement, the Seller is obliged to maintain valid a liability insurance contract for damages caused to third parties for the minimum amount of EUR 35 700 at the request of the Buyer, the Seller is obliged to submit a copy of the insurance contract (insurance certificate) proving the required insurance at any time, no later than 10 calendar days from the receipt of such a request by the Buyer.
- 2. The Seller is entitled to perform this Framework Agreement or part thereof through its subcontractor(s). In the case that the Seller uses a subcontractor within the meaning of the previous sentence,
 - a. the Seller remains responsible for fulfilment the subject of this Framework Agreement as if he performed it itself,
 - b. was obliged to submit to the Buyer (Contracting Authority) the List of subcontractors according to the Invitation for Tender Submission and under the conditions specified in Art. 10.2 of the Invitation for Tender Submission,
 - c. in the case of a change in the List of subcontractors (e.g. different scope of performance, change of subcontractor, new subcontractor), the Seller is obliged to notify such change to the Buyer without undue delay, but no later than within 10 working days of such change. The Seller is entitled to change qualifying subcontractors only if the Seller shall demonstrate evidence of which would suggest that the new subcontractors meet the qualifications at least to the same extent as the original qualifying subcontractor.
 - d. the Seller is obliged to ensure proper and timely fulfilment of financial obligations to

its subcontractors for the entire period of performance of this Framework Agreement, while full and timely fulfilment is considered full payment of invoices issued by the subcontractor for performances based on this Framework Agreement, no later than 30 days after receipt of payment from by the Buyer for performance based on this Framework Agreement. For the purposes of checking this arrangement, the Seller is required in the first calendar month in each calendar year of the duration of this Framework Agreement, to submit to Buyer an affidavit of compliance with this obligation in the previous calendar year.

This Framework Agreement and its Annexes shall not be amended due to the use of subcontractors or its change according to this Paragraph.

X. SANCTIONS

1. In the case of Seller's delay with the delivery of the Goods within the term according to Article IV paragraph 1 hereof, the Seller is obliged to pay a contractual penalty to the Buyer in the amount of 0.1 % of the price of the Goods or its part (without VAT) with the delivery of which the Seller is in delay, for each started day of such delay.
2. In the case of the Seller's delay in settling a warranty claim within the period specified in Article VII Paragraph 5 or 6 hereof, the Seller is obliged to pay a contractual penalty to the Buyer in the amount of 0.1% of the price of the defective Goods (without VAT), for each started day of such.
3. In the case of violation of the obligations resulting from Article VIII hereof, the Seller is obliged to pay a contractual penalty to the Buyer in the amount of EUR 7 850 per each discovered case of violation of these obligations.
4. In the case of violation Seller's obligation resulting from Article IX Paragraph 2 point d) hereof or its obligation in Article XIV Paragraph 7 hereof, the Seller is obliged to pay a contractual penalty in the amount of EUR 100 for each started day such a violation.
5. Payment of the contractual penalty does not release the Seller from its duty to perform the obligations imposed on the basis of this Framework Agreement and the respective partial contract.
6. Stipulating the contractual penalty is without prejudice of the right to compensation of any incurred harm to full extent.
7. The contractual penalty is payable within 30 calendar days from the date of issue of the invoice for the contractual penalty.

XI. FORCE MAJEURE

1. For the purposes of this Framework Agreement, "force majeure" means an extraordinary and unavoidable event beyond the control of the Contracting Party which invokes it, which it could not have foreseen when concluding this Framework Agreement and which prevents it from fulfilling its obligations under this Framework Agreement. Such events may include, but are not limited to: natural disasters, wars, revolutions, large-scale fires, earthquakes, floods, traffic embargoes, general strikes and strikes of the entire industry,

if they affect the Seller and affect its performance under this Framework Agreement. Errors or omissions on the part of the Seller, failures in energy supply and production, local and company strikes, etc. shall not be considered a force majeure circumstance. Force majeure is not a failure of the subcontractor, unless it occurs for the reasons stated above.

2. The Contracting Parties are aware of the existence of the pandemic Coronavirus (COVID-19) at the time of the conclusion of this Framework Agreement and the Seller declares that at the time of concluding this Framework Agreement this pandemic does not prevent the fulfilment of its obligations under this Framework Agreement.
3. If it is clear that as a result of the events referred to in paragraphs 1, the Seller will not be able to fulfil its obligations within the agreed period, then it shall immediately notify the Buyer. The Contracting Parties shall, without undue delay, agree to resolve this situation and agree on the further procedure for the performance of this Framework Agreement. However, the parties expressly agree that the Seller is not in arrears with the fulfilment of its obligations under this Framework Agreement for the period of force majeure.
4. If either party is unable to perform its contractual obligations by reason of force majeure, the Contracting Parties shall discuss the case among themselves and decide on possible procedures. In the absence of such an agreement, either party has the right to withdraw from the Framework Agreement if more than three months have elapsed since the occurrence of force majeure preventing performance and the defective condition persists.
5. If a case of force majeure arises, the party claiming force majeure shall provide the other party with documents relating to that case.
6. The Contracting Parties agree that, for the existence of the circumstances precluding liability, does not affect the arrangements for contractual penalties, i.e. the contractual obligation to pay the contractual penalty is not affected by the circumstances excluding liability.

XII. APPLICABLE LAW AND RESOLUTION OF DISPUTES

1. This Framework Agreement is governed by the laws of the Czech Republic, especially the Civil Code and PPA.
2. The Parties undertake to exert every effort to resolve any mutual disputes resulting from this Framework Agreement. Should the Parties fail to agree on an amicable settlement of a mutual dispute, each of the Parties may seek its rights before a competent court in the Czech Republic; the jurisdiction of a foreign court is excluded. The Parties have agreed that the competent court for judgement of the disputes arising between them under this Framework Agreement is the general court according to the Buyer's registered seat.
3. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980, known as the Vienna Convention, is excluded by this Framework Agreement.

XIII. TERM OF THE FRAMEWORK AGREEMENT

1. This Framework Agreement comes into force on the day it is signed by both Contracting Parties and taking effect on the day of its publication in the Register of Contracts.
2. This Framework Agreement is entered into for a definite period of time, namely for a period of 4 years from the date of its entry into force, or until the maximum financial limit agreed in Article II Paragraph 5 hereof is exhausted, whichever is the earlier.
3. This Framework Agreement shall terminate
 - a) with the lapse of the period of time stated in the paragraph 2 of this Article;
 - b) upon the exhaustion of the maximum total quantitative limit stated in Article II Paragraph 5;
 - c) by written agreement of the Parties;
 - d) by written notice of termination by either Party;
 - e) by withdrawal from this Framework Agreement in the cases given in this Framework Agreement or in the event of a substantial breach by either Party.
4. The Parties agree that they consider the following cases in particular to constitute a substantial breach hereof:
 - a) a failure to meet Technical specification of Goods pursuant to Article II Paragraph 1 to 3; or
 - b) repeated, at minimum the second, delay of the Seller in the delivery of Goods according to partial contracts for a period exceeding 7 working days; or
 - c) Seller's statements referred to Article VI paragraph 10 hereof prove to be false; or
 - d) Seller violates the obligation to notify the Buyer of the fact stated in the last sentence of the Article VI paragraph 10 hereof; or
 - e) breach of Article VIII hereof which has not been remedied following a previous notice for correction; or
 - f) breach of obligation under Article IX Paragraph 1 hereof; or
 - g) breach of obligation under Article IX Paragraph 2 point c) hereof.
5. The partial contract shall terminate:
 - a) if such termination is agreed upon by both of the Parties hereto;
 - b) By withdrawal of the Buyer
 - i. in the case pursuant to Article VII Paragraph 4 letter (d) hereof; or
 - ii. in the case of a breach of the partial contract by the Seller in a substantial manner, whereas the Parties consider such a breach of the partial contract in a substantial manner to be in particular the case pursuant to Article XIII Paragraph 4 letters (a), (c), (d), (e), (f) or (g) hereof and the case where the Seller is in delay with the delivery of Goods according to specific partial contract for more than 7 working days from delivery term; or
 - iii. in other cases stated in this Framework Agreement.

6. The written notice of withdrawal from this Framework Agreement or a specific partial contract shall take effect on the day the written notice of withdrawal is delivered to the other Party. The notice of withdrawal from this Framework Agreement or a specific partial contract must be sent by registered mail. Withdrawal from this Framework Agreement or from a specific partial contract does not terminate the contractual relationship from the very beginning, the mutual performances provided by the Parties until the termination of this Framework Agreement, or a specific partial contract shall be retained by both Parties.
7. The Parties are entitled to terminate this Framework Agreement at any time, without stating any reason. The notice period shall be 3 months and shall begin on the first day of the calendar month following the delivery of written notice of termination to the other Party. The notice must be sent by registered mail. The Parties take into consideration that they are obliged to fulfil the obligations arising from this Framework Agreement during the notice period.
8. Termination of this Framework Agreement shall not affect the provisions regarding contractual penalties, damage compensation, and such rights and obligations which, by their nature, shall persist even after this Framework Agreement is terminated. This Framework Agreement is also to be applied to the relations, including partial contracts, formed during this Framework Agreement even after this Framework Agreement is terminated.

XIV. FINAL PROVISIONS

1. The Parties agree that any modifications and additions hereto may only be made in written amendments identified as such, numbered in ascending order, and agreed upon by the Parties.
2. Any established commercial habits or practices relevant to the agreed performance or to follow-up performance, shall not take precedence over contractual provisions or provisions specified in the Civil Code, even if such provisions have no enforcement effects.
3. The Seller undertakes to notify the Buyer without undue delay if the Seller becomes insolvent or is under threat of becoming insolvent.
4. The Parties hereby declare that no verbal arrangement, contract, or proceedings on the part of any of the Parties exists, which would negatively influence the exercise of any rights and duties according to this Framework Agreement. At the same time, the Parties confirm by their signatures that all the assurances and documents hereunder are true, valid, and legally enforceable.
5. 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 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 Civil Code.

6. The Seller hereby declares that respects fundamental human rights and generally accepted ethical and moral standards in accordance with Universal Declaration of Human Rights (hereinafter also only „Rights“). In the case of the Buyer in a reliable and verifiable manner learns that the Seller has violated or violate Rights, and the Seller despite a prior written notice of the Buyer continues to violate generally accepted Rights or fails to remedy, the Buyer has the right to withdraw from this Framework Agreement pursuant to Article XIII paragraph 6 hereof.
7. The Seller further declares that, in the performance of this Framework Agreement, he will observe fair working conditions and recognize and ensure the rights of employees in accordance with labour law and occupational safety regulations in force in the country in which subject matter of this Framework Agreement is performed. For the purposes of checking this arrangement, the Seller is required in the first calendar month in each calendar year of the duration of this Framework Agreement, to submit to Buyer an affidavit of compliance with this obligation in the previous calendar year.
8. The Parties take into consideration that in accordance with Section 219 (1) (d) of the PPA, this Framework Agreement shall 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), as amended. The publication shall be arranged by the Buyer.
9. This Framework Agreement is drawn up in two copies in English language, each having the same validity as the original itself. Each Party shall receive one copy.
10. The Parties declare they agree with the content hereof and this Framework Agreement is prepared in a certain and intelligible manner, on the basis of true, free and serious will of the Parties, without any duress on either Party. In witness whereof they append their signatures below.
11. The following Annexes form an integral part of this Framework Agreement:
Annex No. 1 – Technical specification

For the Buyer:

In Prague, on

For the Seller:

In Štětí on

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

Dr. Alfonso Ciotola
Chief Executive Officer
SPM - Security Papers, s.r.o.