

AMENDMENT No. 2

to the CONTRACT FOR WORK

registered by the Client under No. 15/2019

(hereinafter referred to as "**Amendment**")

STÁTNÍ TISKÁRNA CENIN, státní podnik

with its registered office Praha 1, Růžová 6, 943, postal code: 110 00, Czech Republic registered in the Commercial Register kept by the Municipal Court in Prague, Section ALX, File 296

represented by: **Tomáš Hebelka, MSc**, Chief Executive Officer
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Account No.: 200210010/2700 EUR
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(hereinafter referred to as the "**Client**")

and

Mühlbauer GmbH & Co. KG

with its registered office at Josef-Mühlbauer-Platz 1, 93426 Roding, Germany registered in Commercial Register Regensburg, HRA 9073

represented by: **Gerhard Gregori**, Managing Director
Brandl Franz, Managing Director

VAT: DE 811156881
Bank details: XXX
IBAN: XXX
(hereinafter referred to as the "**Contractor**")

(the "Client" and the "Contractor" hereinafter referred to collectively 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: Gerhard Gregori, Managing Director
Brandl Franz, Managing Director

AUTHORIZED REPRESENTATIVES FOR MATERIAL AND TECHNICAL TALKS:

On behalf of the Client: XXX, XXX

On behalf of the Contractor: XXX, XXX

Article I.

1. On 7th March 2019, the Contracting Parties concluded the Contract for Work, registered by the Client under No. 15/2019, as amended by Amendment No. 1 concluded on 18th November 2020, (hereinafter referred to as the "**Contract**").
2. The subject of this Amendment is:
 - (i) price increase stated in Article VI of the Contract,
 - (ii) change of the Annex No. 1 to the Contract,
 - (iii) change of termination of the Contract.
3. The change in the Contract according to point (i) of the previous paragraph of this Amendment occurs due to the request of such a change on the part of the Contractor. According to the Contractor, the reason for the price increase is the market situation and the fact that prices have not been increased for several years. The Contract is changed according to point (iii) of the previous paragraph to the Client as the Contracting Authority ensures compliance of such price increase with Section 222 of Act No. 134/2016 Coll., on the award of public contracts, as amended (hereinafter referred to as "PPA").

Article II.

In accordance with the provision of Article XIV paragraph 2 of the Contract and in accordance with the provision Section 222 Paragraph 4 PPA the Contracting Parties have agreed upon the following changes of the Contract:

1. The Article VI Paragraph 1 of the Contract shall be replaced as follows:

"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 1.490,00 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 1.430,00 / 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 3.780,00 / 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 3.780,00 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 3.780,00 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 1.890.00.

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 1.890,00. 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. The Article VI Paragraph 2 of the Contract shall be replaced as follows:

"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 1.890.00 / working day shall be charged for every visit of a technician for SW maintenance."

3. The Article VI Paragraph 3 of the Contract shall be replaced as follows:

"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:

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

4. The Article XI Paragraph 1 of the Contract shall be replaced as follows:

*„1. This Contract is entered into for **an definite period, until the moment when the Value of the change of the obligation reaches 10% of the Original value of the obligation.***

*1.1. For the purposes of this Contract, the term "**Original value of the obligation**" shall mean: the original value of the obligation under this Contract within the meaning of Section 222 of the Public Procurement Act, i.e. the sum of the prices of all requirements under Article III Paragraphs 4 and 6 of this Contract ordered during the duration of this Contract at the prices in effect **until** the effective date of Amendment No. 2 to this Contract; whereby the price of an individual requirement is the product of (i) the relevant unit price set out in Article VI of the Contract in the wording **until** the effective date of Amendment No. 2 to this Contract and (ii) the real scope/quantity of the relevant performance.*

*1.2. For the purposes of this Contract, the term "**Changed value of the obligation**" means: the sum of the prices of all requirements according to Article III Paragraphs 4 and 6 of this Contract ordered during the period of duration of this Contract at prices in effect **from** the effective date of Amendment No. 2 to this Contract; whereby the price of an individual request is the product of (i) the relevant unit price set out in Article VI in the wording **from** the effective date of Amendment No. 2 to this Contract and (ii) the real scope/quantity of the relevant performance. For the avoidance of any doubt, the Contracting Parties state that this does not exclude the conclusion of further amendments, the subject of which will be price increases according to Article VI of this Contract; in such a case, the unit prices in wording of the current amendment will always be used to calculate the prices of individual new requirements for the purposes of determining the Changed value of the obligation.*

1.3. For the purposes of this Contract, the term "**Difference**" means: the difference between the Original value of the obligation and the Changed value of the obligation.

1.4. For the purposes of this Agreement, the term "**Value of the change of the obligation**" means: the quotient of the Difference and the Original value of the obligation, expressed in percentage."

5. In the event that the provisions of Article II Paragraph 4 of this Amendment transpire to be indeterminate or incomprehensible, causing the provision to be so-called putative in the sense of Section 553 Paragraph 1 of Act No. 89/2012 Coll., Civil Code, as amended, the Contracting Parties agreed, for reasons of legal certainty, to add Article XI paragraph 2 of the Contract with a new provision letter d), in the following wording:

„d) by written notice of the Client due to the threat of reaching the limit of Section 222 paragraph 4 letter b) point 1. PPA, while for the purposes of this Contract such a threat of violation means a situation when the value of the change of the obligation reaches 9.5% or more of the original value of the obligation in the sense of the cited Section PPA. The Client is obliged to send the Contractor, together with the notice, the details of the calculation of the achievement of the value according to the previous sentence, or other explanatory or supplementary information. The notice period is 30 days and begins on the day following the date of delivery of the notice to the Contractor. The Contractor acknowledges that the Client as the Contracting Authority is obliged to comply with the PPA and to ensure that its contractual obligations are in accordance with the PPA.“

6. Annex No. 1 of the Contract is replaced by its new wording, which is attached to this Amendment. The Contracting Parties unanimously declare that the provision in Article II Paragraph 1 of the Contract has been complied with.

Article III.

1. The other provisions of the Contract shall remain unchanged.
2. This Amendment becomes valid on the day it is signed by both Contracting Parties and takes effect once it is published in the Register of Contracts.
3. The Contracting Parties take into consideration that this Amendment 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 Client.
4. This Amendment 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 counterpart. The Annex to the Amendment is in English language only. In case of discrepancies between the Czech and English version, the English version shall prevail.
5. The Contracting Parties declare they agree with the content hereof and this Amendment is prepared in a certain and intelligible manner, on the basis of true, free and serious will of the Contracting Parties, without any duress on either Contracting Party. In witness whereof they append their signatures below.
6. The following annexes are an integral part of this Amendment:

Annex No. 1: List of Devices, including the scope and frequency of Preventive Inspections
and Maintenance and Response Times for Individual Devices

For the Client:

In Prague, on

For the Contractor:

In Roding, on

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

Gerhard Gregori
Managing Director
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