

FRAME SERVICES CONTRACT

BETWEEN

Thales DIS France SAS, registered in Trade and Companies Register Nanterre B844 687 749, having its registered office located at 6 Rue De La Verrerie, 92190 Meudon, France

,

Acting to the benefit of any Client as defined hereafter,

AND

STÁTNÍ TISKÁRNA CENIN, státní podnik, with its registered office at Prague 1, Růžová 6, č.p. 943, Postal Code 110 00, Czech republic, entered in the Commercial Register in custody of the Municipal Court of Prague, Section ALX, Entry 296 Company registration No.: 00001279, Tax registration No.: CZ00001279, Bank details: UniCredit Bank Czech Republic, a.s., Account number: 200210010/2700, IBAN: CZ44 2700 0000 0002 0021 0010, SWIFT: BACX CZPP

Represented by: **Tomáš Hebelka, MSc, CEO**

Service Provider represents that it has all the professional skills and recognised experience in the field of the services defined hereafter;

After several exchanges of information and various discussions, the conditions according to which a Client may order the said services may now be defined as follows;

ARTICLE 1 - DEFINITIONS

Under each Agreement, the following capitalized terms, whether in the singular or the plural, shall have the meaning assigned below:

Agreement: with regards to contractual relationships between a Client and the Service Provider, the Document thereof, as well as the Orders placed between them which will be an integral part thereof and which will be governed by its terms and conditions. Each Agreement is a separate agreement.

Client: a THALES Company having placed an Order to the Service Provider in the frame of the Document.

Day: calendar day.

Document: Terms and Conditions, their Appendices and all possible amendments thereof.

Lead Times: the lead times are express as Days and include leave, legal holidays and non-working days.

Letter: letter sent by registered post with acknowledgment of receipt.

Order(s): contractual commitment(s) between a Client and the Service Provider concluded pursuant to the Document for the performance of the Services. Each Order will carry the reference of the Document. Nevertheless, if this reference was missing or incomplete, the Document will govern the Order as far as the ordered services enter into the scope defined in Appendix 2.

Service Provider: the service provider is the company providing subcontracting services in charge of the performance of the Services in compliance with an Agreement, identified under the front page of the Document, .may also be further referred to as “supplier” or “Supplier”.

Service, Services all, or, depending on the context, each of the services or deliverables as defined in Appendix 2. The Services include goods or products and if needed documentation in tangible or intangible form, which shall be delivered to a Client.

Terms and Conditions: these written terms and conditions (from the front page above up to the signature page thereafter) and all possible amendments thereof.

THALES Company: without distinction, any and all companies depending upon the context, which is (are) direct or indirect subsidiary (ies) of the French “*société anonyme*” Thales or Thales SAS. A list of the THALES Companies is given under Appendix 1 hereafter and may be modified by mutual agreement of the Parties in writing.

ARTICLE 2 - SUBJECT MATTER OF THE DOCUMENT

The Document defines the general terms and conditions applicable to the performance of printing subcontracting Services for passports and visa stickers and related services by the Service Provider.

The Document constitutes a frame agreement, the respective commitments hereto being subject to the award of an Order by a Client to the Service Provider under the conditions of the Document.

ARTICLE 3 - ORDER

Only the companies, which are listed in appendix 1, are entitled to place Order with the Service Provider in accordance with the Document.

Nothing under the Document may be understood as a Client commitment whatsoever toward the Service Provider to issue any Order.

A Client may order all the Services or only part of them.

The acceptance of an Order by the Service Provider shall be done by sending back the acknowledgment of receipt of the Order, without reserves, by e-mail, within four (4) Days as from date received the Order. The Order shall come into force on the date of its publication in the sense of the Article 27.7.

By accepting the Order, through written instrument or performance, the Service Provider recognizes to have received all the elements allowing it to be bound by the Order and to perform it. It is up to the Service Provider to ask for further information, which it considers necessary.

Any modification, even minor, of the Order is subject to the prior written agreement of the Client.

The Service Provider shall accept any Order compliant with the Document and requested with an reasonable delivery date.

ARTICLE 4 - CONTRACTUAL DOCUMENTS – ORDER OF PRECEDENCE

The Terms and Conditions shall always prevail over Appendices.

The Document shall always prevail over any Order(s).

It is expressly agreed that Clients' general terms of purchase at the back of the Order and the Service Provider's general terms and conditions of sale shall be unenforceable against any party.

The Service Provider shall never claim any joint and several liabilities between THALES Companies and that all claims shall be submitted to Thales DIS France SAS as contractual partner. In case the Client is not paying the invoice or fails to perform other duties under this Agreement the Service Provider will be entitled to request the payment from Thales DIS France S.A.S as contractual partner.

ARTICLE 5 - PRICES – TERMS OF PAYMENT

In consideration for the performance and the Service Provider's related obligations under an Agreement, each Client shall pay to the Service Provider the price defined in the Order according to the Appendix 3 The price is a lump-sum price not subject to escalation.

The price defined in the Order pursuant to Appendix 3 are calculated exempt from VAT, due to the fact that the goods will be supply in the territory of another EU Member State to a person registered for tax in another Member State EU or outside the EU to a the third country. Each invoice shall precise the foregoing.

To avoid any doubt, in the event deliverables were to be Free Carrier (FCA) available at the location Růžová 6, No 943, Prague 1, according to, as per International Chamber of Commerce INCOTERMS ® 2020.

Transportation of the goods from the location above mentioned after the handover outside the Czech Republic shall be provided by the Customer at its own expense and risk through the selected carrier.

If the goods will be exported to the Customer to an EU country (Customer provides to Service Provider VAT of Member State EU) the Customer shall provide the Contractor with the carrier's confirmation of dispatch and transport from the Czech Republic (waybill, carrier's invoice and confirmation of the location of their warehouse in EU country) within 5 days of delivery of the goods.

In case the Customer fails to provide the confirmation referred to in this paragraph, the delivery of goods shall be deemed to be a delivery in the Czech Republic with the place of performance in the Czech Republic, i.e. the performance shall not be a delivery of goods exempt from VAT. The Contractor shall be entitled to invoice the Customer for VAT in the amount specified by the relevant legislation.

In the event that the goods are exported outside the EU to a third country, the Customer undertakes to provide the Service Provider with the maximum possible and timely cooperation to prove that the goods have been exported to a third country.

The Customer is obliged to indicate on the relevant Order the full identification of the Customer, and in the case of exporting of goods in the territory of EU Member State Customer shall indicate also VAT registration number in EU Member State.

The Service Provider shall issue all invoices in digital form (PDF). Invoices must be addressed to the Client's accounts department and sent to the e-mail address stated in the Order.

All invoices must contain the following information: the Document and the Order references, a full description of the Services, and the detailed price of each Service.

In addition, all invoices must state the payment date and the rate of late payment liquidated damages. The rate is 0.05 % per day of delay of the amount of the invoice.

If the Service Provider issues an invoice that fails to meet the legal requirements and contractual obligations, then its Client is entitled to refuse said invoice. In such a case, said Client may return the invoice to the Service Provider stating the reason of the rejection.

The Service Provider shall then issue a new invoice and the lead-time for payment shall start on the date on which the new invoice is issued.

Invoices shall be paid within thirty 30 Days from the day of issuing day of invoice. In case of late payment, liquidated damages for late payment shall be paid to the Service Provider, as mentioned before.

The lead time for payment shall start on the date on which the invoice is issued. All invoices must be issued in accordance with the payment schedule set forth in each Order.

ARTICLE 6 - SERVICE PERFORMANCE TERMS

The Service Provider shall perform the Services in accordance with the state of art and with the highest professional standards.

The Service Provider shall keep qualified personnel on its staff to ensure such highest professional standards.

During the performance of the Services, the Service Provider shall during dedicated meetings inform its Client of the status of the order enabling its Client to assess the progress of the Services.

The Services shall be performed in compliance with the associated Technical specifications for printing.

The Service Provider shall inform without delay its Client of any difficulty it may face for the fulfilment of its obligations under an Order and shall immediately take all the necessary measures in order to solve the problem and perform the Services.

The performance of the Services may imply the delivery of documentation, and goods (hereinafter referred to as “Deliverable(s)”).

The Deliverables shall be checked according to the acceptance procedures defined under Appendix 2 hereafter.

The Service Provider warrants that Deliverables are in proper working order and conform to the applicable Agreement with due regard to the associated Technical specifications for printing and booklets (Appendix 2) hereafter.

This warranty applies for sixty 60 months as from the delivery date of each Deliverable.

The contractual warranty covers at each Client’s discretion, the free replacement or the free correction of any non-conforming Deliverable, which has been notified as such to the Service Provider by its Client and which has been assessed and recognized by the Service Provider. The Client will provide in this case original samples to the Service Provider for prove of the defect.

The Service Provider shall bear all costs and risks, including carriage costs (return and reshipping). The Service provider will carry out its own analysis of the claimed goods and assess the validity of the claim, and thereafter will replay to the claim in due within 10 working days after receiving the samples from the client , the statement shall also include an assessment of the validity of the claim and a proposal for a solution to the claim

If, after receiving such notice, the Service Provider fails to properly replace or correct such non-conformity within the prescribed period, the Client may be entitled to charge liquidated damages for late delivery and to replace or correct the relevant Deliverable itself or through a third party. The Service Provider shall be liable for all costs and expenses incurred by the Client therefor.

Deliverable replaced or corrected under the terms of this article will be covered by a new warranty period, equivalent to the period provided for under this article, after they have been satisfactorily replaced or corrected, plus one (1) additional month of warranty. The Service Provider shall remain liable for any loss sustained by its Client related to a non-conformed Deliverable.

ARTICLE 7 - REPRESENTATIONS AND WARRANTIES

The Service Provider represents that:

- it is an independent contractor fully responsible for its own acts and those of its employees, having a good reputation in its field of expertise and it has the capacities and authorizations that may be required to successfully perform the Services,
- it has requested and obtained all needed information and all authorizations in order to be bound hereby and to fulfil all its contractual obligations hereunder,
- it shall start the performance of any Order only after having received all information required.

The Service Provider shall not use any name or trademark of any Client or a THALES Company in its letterhead or in any advertising, promotional or selling materials.

Upon a Client's request, the Service Provider shall provide its financial statements, a breakdown of its share capital and its credit rating information and shall inform, at any time, each Client of any material changes it may happen to its organization.

The Service Provider shall obtain from its subcontractors, suppliers or service providers, if any, equivalent representations and warranties.

ARTICLE 8 - LEAD TIMES

The Services shall be performed in compliance with the Lead Times which have been confirmed.

The Service Provider shall notify its Client under an Order of any event that could jeopardise its compliance with Lead Times, as soon as it becomes aware thereof, and shall take such steps as are necessary to avoid or limit the consequences which may result from.

In such a case, the Service Provider shall provide its Client with a written report explaining and evidencing the situation, within eight (8) Days of the abovementioned information notice, giving details of:

- a) the current status of each Order and the reasons for any foreseeable delay;
- b) the scheduled date of performance ; and
- c) the steps taken or to be taken by the Service Provider to avoid, or limit the possible delay.

Without prejudice to any Client's rights to terminate its Order(s) and the damages that the Client may be entitled to claim, the latter may charge, by operation of Law and without demand such as prior formal notice, liquidated damages equal to 0.05% of the price of delayed Services or Deliverables (requested and offered in APPENDIX 3) per Day.

Each Client shall notify the Service Provider of the amount of the applicable liquidated damages and, if the Service Provider fails to answer within thirty (30) Days of receipt of the notice, the amount of liquidated damages previously notified may be deducted from the amounts owed by said Client to the Service Provider.

Service Provider shall be liable for any critical defect based on his work and for any major defects on the image areas and other major defects related to his scope of work impacting personalization in a way that the defect makes one suspect the Thales product using Products supplied by the Supplier is a fake. By this is means critical and major defects as are defined in the Printing Technical Specification in Appendix 2.

Service Provider shall remove a number of samples continuously during production processing for quality control purposes and these samples will be archived and may also be used in the assessment in case of any claims.

Service Provider shall pay a penalty of 5 EUR per Passport or visa for such defects proved and validated at Product personalization, Thales, its customer or the user of Products. Critical and major defects as are defined in the Printing Technical Specification in Appendix 2. Notwithstanding the sum of any other sanctions and penalties applicable as per this Document, cannot exceed the value of such effected Order or Deliverable for which the sanction or penalty was applied.

In case of a delay caused by the Service Provider exceeding two (2) month, the Client shall be entitled to unilaterally terminate by operation of Law and without demand said Order by Letter.

ARTICLE 9 - INTELLECTUAL PROPERTY

Any result whatsoever resulting from or connected with the performance of the Services, including Deliverables, subject or not to copyright, shall be the full and exclusive ownership of the Client having issued the Order upon its creation (“Results”). Any such Results shall be delivered to the Client.

If the Results include copyrights, the Service Provider agrees to transfer and assign, on an exclusive and definitive basis, to its Client(s), for the legal duration of the copyrights protection and on worldwide basis, all author’s rights attached to the aforementioned Results. These rights include rights of reproduction, representation, modification, adaptation, translation, marketing and sale in all forms, in full or part, by any means and on any current or future media.

The Service Provider shall not enforce its intellectual property rights against any Client provided that they are needed for the Services performance, the use of the Results or for any rights or obligation defined herein

Under each Agreement, the Service Provider agrees not to use intellectual property rights belonging to a third party without prior permission from this third party in accordance with each Agreement. Any fees or royalties which may be due for the use of third party rights shall be exclusively payable by the Service Provider.

The Service Provider fully holds each Client harmless against any claims brought against it in any place whatsoever on grounds of infringement of intellectual property rights resulting from the Services or their exploitation/use.

A Client shall immediately inform the Service Provider of any claims of this nature. In case of court claims, substantiated or not, the Service Provider, under the terms of the aforementioned guarantee, and at its Client's discretion, either shall actively collaborate with and assist said Client during the proceedings, or shall be voluntarily joined to the proceedings and shall manage the case. In case of out-of-court claim, substantiated or not, the Service Provider shall take all the measures to solve the conflict, always keeping its Client duly informed.

Without prejudice to the Client's other rights, if said Client has to cease using all or part of the Results, the Service Provider shall immediately, at its sole expense, obtain for its Client the right to use the Results.

In case of claim for intellectual property right infringement, any sums that a Client would have to incur or to pay on any grounds whatsoever (such as costs, fees or damages) shall be fully supported or reimbursed by the Service Provider at first request and without delay.

In the event that the Client provides the Service Provider, as part of the documents and performance requirements, with things that may be subject to intellectual property rights such as but not limited to graphic design, print templates, samples etc. (hereinafter referred to as “the Design”) the foregoing provisions of this Article shall not apply and the Client declares and warrants that he is entitled to provide the Service Provider with the Design for the purposes and to the extent of performance under this Agreement or the realised Order. The Client declares that he has all rights to enter and use the Design. Client agrees that the Design or parts thereof do not infringe the rights of third parties, in particular copyrights, trademark rights, patents or other intellectual property, and have not been provided without the knowledge and consent of the respective authors or entities. The Client is aware of the fact that the Client is fully legally responsible for the consequences arising from the above statement.

The Client bears full legal responsibility for the required technical specification of the goods, as well as for the Design, so as not to violate or otherwise violate the legal regulations applicable to the printing of the Design in the country of their use.

ARTICLE 10 - COMPLIANCE

The Services must comply with the applicable Agreement.

The Service Provider is committed to have and maintain ISO14298 and ISO27001 certificates valid during the whole contract period. Certifications and audits shall be done by an external auditor certified to audit.

ARTICLE 11 - QUALITY

The Service Provider represents and guarantees that it has the required organization, methods and resources based on a quality system enabling it to guarantee the quality of the Services as well as their compliance with the applicable Agreement.

On request, the Service Provider shall provide each Client with information on its quality control procedures and introduce further procedures if necessary.

Each Client reserves the right to inspect and audit the sites of the Service Provider and any of its subcontractors, suppliers or service providers, if any, either directly or through a third party, in order to check the level of quality processes with a notice period of 7 days

in advance. However, this right will not affect the warranties given by the Service Provider and may not be construed as constituting an acceptance by any Client of the Services. The Service Provider undertakes to ensure that its subcontractors, suppliers or service providers, if any, allow any Client to carry out said inspections or audits, directly or through a third party.

Service Provider shall perform at least the quality assurance actions defined in the Printing Technical Specification in Appendix 2 to assure adequate quality of Products and shall perform output quality control specified and according to the Appendix 2 (hereinafter referred only as “OQ Control” before delivery of Products to the given delivery address as defined in the Printing Technical Specification in Appendix 2.

In addition to this, the Service Provider is also liable of the material loss as per Article 17.

Service provider shall allow Thales and/or Thales' customer of the Product in question to audit Service Provider's premises, manufacturing process and other relevant processes or functions at any given time on a 2 weeks' notice. Service Provider's premises subject to an audit may be such where manufacturing, storage of Products or raw materials of any of the Products happen.

ARTICLE 12 - STATUS OF STAFF ASSIGNED TO CARRY OUT THE SERVICES

The employees that the Service Provider shall assign to perform the Services shall only receive instructions from the Service Provider and are in possession of legally valid labour contracts.

The use of temporary staff to perform the Services is prohibited.

All staff (including permanent or temporary employees, consultants and any type of representatives) assigned by the Service Provider to perform Services must be bound by a duty of confidentiality according to ISO14298

The employees in charge of the Services shall receive regular trainings in accordance with the law and regulations applicable pursuant to law of Service Providers registered office, including the Service Provider's ethics code..

The Service Provider is liable towards each and all Clients for the strict compliance to this article by any individual to whom the Services implementation has been assigned.

ARTICLE 13 - COMPLIANCE WITH EMPLOYMENT LAW

In all cases, the Service Provider undertakes not to sell products or provide Services or rights that may have been produced or performed by illegal workers, using child labour or in breach of the International Labour Standards published by the International Labour Organization.

The Service Provider declares that it has not committed any of the following offences: use of undeclared workers, improper subcontracting, illegal supply of workers, employment of a foreigner without a valid work permit, human trading or foreign worker exploitation.

The Service Provider shall be the sole manager of all employees that it assigns to perform the Services and therefore shall be responsible and support all related costs for supervising, training, managing, statutory compliance and remunerating said employees. The Service Provider's staff must always, when it works on the Client's premises, comply with the internal rules (except for provisions applicable to the type and level of penalties), safety and inspection rules in force on the Client's site.

The Service Provider has been provided with a copy of the THALES Group's Purchasing and Corporate Responsibility Charter and shall ensure that the employment commitments stated therein are respected.

The Service Provider shall provide a safe, healthy working environment for its employees, taking into account, among others, the applicable statutory provisions on health, safety and discrimination.

The Service Provider shall ensure that all the terms and conditions of this article shall be flowed down on its subcontractors, suppliers or service providers, if any.

The Services Provider is liable towards each and all Clients for the strict compliance to this article by any individual to whom the Services implementation has been assigned.

ARTICLE 14 - ENVIRONMENT

The Service Provider shall always act in accordance with international, supranational, European, national and local regulations and rules related to health, safety and environment, applicable without limitation to dangerous substances and preparations (REACH, RoHS, asbestos etc.) including the transport of dangerous materials, waste (packaging, WEEE etc.), energy and natural resources consumption, carbon footprint, noise levels, electrical safety, fire safety, electromagnetic/ionizing/optical radiation, vibration levels, any rules protecting personal safety and any other nuisances.

The Service Provider shall inform each of its Client(s) of any failure to comply with the above-mentioned regulations and shall indemnify each of its Client(s) from and against any consequences, resulting from the Service Provider's failure to fulfil the obligation set

out in this article. In the event of a failure to comply, the Service Provider shall provide specific recommendations/instructions to its Client(s) in order to ensure that the Deliverables are used and discarded safely, both during their service life and at the end thereof.

The Service Provider shall ensure that all the terms and conditions of this article shall be flowed down on its subcontractors, suppliers or service providers if any. Each Client reserves the right to carry out an audit.

ARTICLE 15 - CONFIDENTIALITY

A non-disclosure agreement has been signed separately between Service Provider and Client.

The Confidential Information means any information, in any form, nature or support whatsoever which is designated by the disclosing party as confidential by a dedicated stamp or legend during an Agreement's performance period.

The party that receives Confidential Information agrees, during an Agreement's performance period and for the next ten (10) following years, to use it only for the purpose for which it was disclosed, to keep it strictly confidential and to treat it with the same level of care and protection that it takes for its own confidential information of the same importance.

The Confidential Information shall be disclosed only to members of the receiving party's staff on a need to know basis.

Without prejudice of the duration of the protection of the Confidential Information, any Confidential Information in whatever form (tangible or intangible) shall no longer be used and be returned or erased immediately upon simple request of the party who has disclosed it.

The Service Provider is allowed to mention a reference on the fulfilled of the Order, after prior written approval of the wording of the reference by the Customer. In any circumstances Service Provider is not allowed to discuss with Client's end customers for Services or deliverables Service Provider deliver to Client for its customers.

ARTICLE 16 - FORCE MAJEURE

The Service Provider shall inform each of its Clients in writing, with supporting documents, of any force majeure event, which has an impact on any Order, within five (5) business days of the occurrence of the force majeure event, stating the foreseeable duration thereof.

For sake of clarity, working conditions conflicts (excluding general strikes) and increases of raw materials rates are not force majeure event.

In the event that all or part of the Services are delayed for more than thirty (30) Days due to a force majeure event, each Client may, by operation of Law and without demand, terminate its Order(s) by Letter.

ARTICLE 17 - LIABILITY

Each Party shall be liable for any damage caused in connection with a violation of this Document. Both Parties shall make every effort to prevent and minimise any damage. The Parties have agreed that the liability for damage of the Parties, respectively the compensation for financial or non-financial damage as per this Document, shall be limited by the 100% total value of the Order.

The Service Provider is liable for any material or immaterial damage may suffer due to the Service Provider or as the case may be to its agents, employees, subcontractors, suppliers or service providers' act or omission.

Nothing in the Document or in any Order may be construed as excluding the Service Provider's liability for infringement of intellectual property rights, breach of confidentiality, personal data protection and export control obligations.

ARTICLE 18 - INSURANCE

Without in any way limiting the liability incurred by the Service Provider, the latter shall take out and maintain with well-known insurers, insurance policies offering appropriate cover and benefits, based on the risks incurred and for the total duration of the aforementioned risks.

The Service Provider shall subscribe insurance policy covering Liability for Defective Product

The Service Provider shall provide each Client, upon request and at least once a year, with certificate of insurance – per policy subscribed – duly signed by its insurers under which the existence, the coverage and the validity period of the insurance are certified.

The Service Provider shall declare to its insurers its business range of activities accurately and shall pay all fees related to on due time.

The Service Provider shall immediately inform each Client of any changes that could affect its insurance coverage.

The Service Provider shall require its subcontractors, suppliers or service providers, if any, to take out the required insurance policies and maintain them in force with recognised insurers and for sufficient levels of cover, in order to adequately cover the risks arising from their contract.

ARTICLE 19 - TERMINATION

Without prejudice to any damages it may be entitled to claim, each party to an Order may terminate, by operation of Law and without demand, all or part of said Order, in the event of a material breach of the other party. The termination may be pronounced by Letter to that effect thirty (30) Days at least after receipt of a formal notice of default given by Letter.

If the termination is requested by a Client, said Client shall notify under the Letter if the termination shall take effect on the termination Letter date or if the parties shall restore the whole of what they have obtained from each other under the Order before termination.

Should the termination be requested by the Service Provider or should the Client do not precise any starting point, then the termination shall be for the future only and start on the termination Letter date. The termination is not valid for all orders from the Client, which the Service Provider has confirmed and for which the Client is delivering the necessary material and information on time. In this case, the termination is only valid for future orders only.

The Parties agree that if the termination occurs after the commencement of a Service, Client shall compensate the Service Provider for the costs directly proven to be incurred by the Service Provider in connection with the terminated Service, such as the materials procured, as well as the costs demonstrably incurred for the preparation and fulfillment of the Order.

ARTICLE 20 - DATA PROTECTION

20.1 Under this article, the following capitalized terms, whether in the singular or the plural, shall have the meaning assigned below:

“**Applicable Data Protection Regulation**” refers to (i) the EU Directive 95/46 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data (**EU Data Protection Directive**); (ii) European Regulation 2016/679 relating to the processing of Personal Data as of its date of application; and (iii) any regulation law or enactment relating to the processing of Personal Data applicable during the term of an Agreement.

“**Data Controller**” or “**Client**” means a Client which determines the purposes and means of the processing of Personal Data.

“**Data Processor**” or “**Service Provider**” means the Service Provider acting on behalf of a Data Controller.

“**Personal Data**” refers to any information relating to a Data Subject.

“**Data Subject**” means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Personal Data Breach**” refers to a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

“**Transfer of Personal Data**” means the processing, material transfer or distant access to Personal Data by, from or to third party entities established out of the European Economic Area (**EEA**).

20.2 In order to perform an Agreement, supply the Deliverables or perform the Services, the Service Provider may be required to process Personal Data concerning each Client, the customers or employees of a Client or of a Client’s customers or others. Such Personal Data is particularly sensitive for the corporate image and capital of each Client.

The Service Provider shall comply with the Applicable Data Protection Regulation that may apply to the performance of an Agreement

Each Client shall act as a Data Controller and the Service Provider shall process Personal Data only on behalf of a Client. Acting as Data Processor, the Service Provider shall process Personal Data only to the extent, and in such a manner as is necessary for the purposes of an Agreement and according to each Client instructions from time to time and for no other purposes.

The Service Provider shall ensure that it has in place appropriate technical and organizational measures to ensure the security of the Personal Data and to prevent unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

In addition, the Service Provider shall:

- promptly comply with any Client instructions regarding the deletion, transfer or restitution of Personal Data by implementing appropriate process;
- to the extent permitted by Law, inform each Client about any communication request of Personal Data which it may receive from third parties (other than Data Subjects), including but not limited to public authorities or national regulators;
- ensure its personnel and its subcontractors, suppliers or service providers, if any, comply with Applicable Data Protection Regulation, with the same obligations as the one defined hereunder and with reinforced confidentiality obligations by guaranteeing that they enter into specific confidentiality agreement;
- ensure that access to the Personal Data is limited to those employees who need to access to the Personal Data to meet the Data Processor's obligations under an Agreement; and that access is limited to such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties or the one of its subcontractor, supplier, or service provider, if any;
- ensure that all employees and the employees of its subcontractors, suppliers or service providers, if any, who have access to any of the Personal Data are informed of the confidential nature of the Personal Data; have undertaken training in the laws relating to handling Personal Data; and are aware of both the Data Processor's duties and their personal duties and obligations under such laws and each Agreement;
- ensure that it informs each Client without undue delay about Data Subjects' access request or complaints it may receive in relation to the processing of Personal Data. In any case, the Service Provider shall refrain from reverting to Data Subjects without prior written consent of each Client. The Service Provider undertakes not to respond to any Data Subject request without the prior written consent of each Client. The Service Provider shall provide each Client with full co-operation and assistance in relation to any request made by a Data Subject to have access to its Personal Data;
- allow each Client to perform data protection audits in relation to the processing of Personal Data as a result of an Agreement – such audit shall be carried out by a Client or by an independent inspection body composed of independent members duly appointed by the Client in accordance with the conditions stated in an Agreement;
- commit to audit on a regular basis its subcontractors, suppliers or service providers, if any, in relation to the processing of Personal Data. The Service

Provider shall then provide to each Client a complete report of the conducted audit to demonstrate that Personal Data is actually processed according to the conditions defined and approved by each Client in an Agreement;

- cooperate actively with each Client to enable each of them to assess and document the compliance of the processing of Personal Data as a result of an Agreement.

Where the Service Provider intends to rely on subcontractors, suppliers or service providers for the performance of an Agreement, the Service Provider shall first give each Client reasonable prior written notice to obtain its consent to such appointment. The Service Provider shall not share Personal Data with any subcontractors, suppliers or service providers without the prior written consent of the relevant Client.

Where the Service Provider intends to rely either on entities of its group, or on subcontractors, suppliers or service providers, located in countries out of the European Economic Area, it shall:

- not transfer any Personal Data out of the European Economic Area without each Client prior written consent;
- provide each Client with a reasonable prior notice and with all relevant information relating to the purpose of such transfer, the country where Personal Data would be transferred;
- facilitate the implementation of measures defined by each Client to ensure an adequate level of protection to transferred Personal Data.

20.3 In the event the Service Provider reasonably believes that there has been any potential or actual unauthorized or unlawful access to, or potential or actual use or disclosure of, Personal Data, the Service Provider shall notify each of its Client(s) without undue delay after becoming aware of such Personal Data breach and in any event within twenty-four (24) hours after becoming aware of such Personal Data Breach.

In such circumstances, the Service Provider shall as a minimum, share the following information with each Client:

- the identity and contact details of the data protection officer or other contact point where more information can be obtained;
- the nature of the Personal Data Breach including the categories of the Data Subjects concerned and the categories of data records concerned;

- a description of the measures each Client could take to mitigate the possible adverse effects of the Personal Data Breach;
- the consequences of the Personal Data Breach;
- the measures proposed or taken by the Service Provider to address the Personal Data Breach.

In any case, the Service Provider shall actively cooperate with each Client towards any public communication or official notification to competent authority or to Data Subjects regarding such potential or actual breach in relation to Personal Data. Said public communication or official notification shall first be approved by each Client.

20.4 Upon any Client's request, and at any time during the term of an Agreement and for any reason, the Service Provider and its subcontractors, suppliers or service providers, if any, shall provide to each Client, without undue delay, a copy of Personal Data it processes in a format prescribed by each Client, in particular in order to ensure the compliance by each Client with any Data Subjects' request for portability of their processed Personal Data.

After full performance of all rights and obligations resulting from each Order(s), the Service Provider shall cease Personal Data processing and shall, upon any Client request, return or destroy Personal Data no later than one (1) month after full performance of all rights and obligations resulting from each Order(s). In case of return to a Client under the above defined conditions, each Client shall receive a receipt of acknowledgment and the Service Provider shall destroy all Personal Data within a forty-eight (48) hours period and prove to each Client that such destruction did take place.

20.5 If the Client comes into contact with or processes the personal data of the Service Provider's employees or subcontractors, he undertakes to comply **EU Data Protection Directive** at least to the same extent as stated in this article.

ARTICLE 21 - SUBCONTRACTING

Subcontracting the Services, deliverables or related services or any part is only possible after Client's prior written consent.

The subcontracting of the Services or deliverables shall be subject to the conclusion of a written amendment under which are identified the subcontractor and the scope of the Services to be subcontracted.

The Service Provider shall obtain from its subcontractors, service providers or suppliers, if any, full compliance with the terms and conditions of each Agreement. Each Client

reserves the right to carry out an audit, directly or through a third party, in order to check the compliance of these obligations

ARTICLE 22 - ASSIGNMENT

The Parties shall be entitled to assign the rights and obligations arising from this Agreement only with the prior written consent of the other Party, provided that no monetary claims are involved. The Parties are entitled to assign financial claims to a third party with the prior written consent of the other Party. The Client is entitled to assign the rights and obligations to an affiliated company inside Thales group by duly informing the Service Provider. However, this does not affect the responsibility and obligation of Thales DIS France SAS as contractual partner to fulfil the obligations of all entities – Thales company in accordance with the Article 4 thereof.

ARTICLE 23 - CHANGE OF CONTROL

In the event of a change in the Service Provider's control, in one of its subcontractors, suppliers or service providers', if any, the detailed related information shall be disclosed by Letter to each Client without delay.

In such event, each Client is entitled to terminate by operation of Law and without demand any of its Order(s). The termination shall be pronounced by Letter.

ARTICLE 24 - GOVERNING LAW

Any and all Agreement(s) are governed by Swiss Law.

ARTICLE 25 - JURISDICTION

Any dispute or claim that may arise in connection with any Agreement, shall be first referred to proceedings under the International Chamber of Commerce (ICC) mediation rules. If the dispute has not been settled pursuant to the said rules within sixty (60) Days following the filing of a request for mediation or within such other period as may be agreed in writing, such dispute shall thereafter be finally settled under the rules of arbitration of the ICC by one or more arbitrators appointed in accordance with the said rules of arbitration.

The place of arbitration shall be Zurich, Switzerland.

The language to be used in the arbitral proceedings shall be English.

The arbitration proceedings shall be confidential.

In addition to the authority conferred upon the arbitral tribunal by the ICC's rules of arbitration, the arbitral tribunal shall have the authority to order production of documents in accordance with the International Bar Association (IBA) rules on the taking of evidence in international arbitration.

ARTICLE 26 - TERM

The Document shall come into force on the date of its publication in the sense of the Article 27.7. for a period of 2 years. Unless either of the parties terminates the Document in writing allowing a twelve months' notice before its expiry, it shall be tacitly extended by further terms of one year

Without prejudice to the foregoing, upon or after the Document expiration for whatsoever reason, any Order awarded during the Document validity period shall remain binding and governed by its terms and conditions until full performance of all rights and obligations resulting from the Order or any litigation related to an Agreement, if any, shall always be governed in all respects by its terms and conditions.

ARTICLE 27 - MISCELLANEOUS

27.1 The Service Provider is required to provide all its Clients with any necessary information and advice in connection with the Services.

27.2 In the event that one of the terms of an Agreement is invalid or unenforceable for any reason whatsoever including mandatory Law or Regulation in a specific country, this shall not affect the other terms. In such a case, said term shall be renegotiated in order to replace it with a term that is as close as possible to the original intent.

27.3 At any time, any failure to enforce a term of an Agreement or require the enforcement of said term may not, under any circumstances, be construed as a waiver of said term, or another term, or as affecting the validity of an Agreement or part thereof, or the right to require the enforcement of said term at a later date.

27.4 Considering the rights and obligations granted and acquired under any Agreement any risk of change of circumstances unforeseeable at the date of conclusion of the Document, is hereby irrevocably accepted, and any consequences, in particular financial, resulting from such change are hereby accepted to be borne. Termination or renegotiation of any Agreement on such basis shall not be claimed.

27.5 Any change of the Document (as well as its Appendices) shall be agreed in writing by the Client and the Service Provider in form of written amendments, identified and

numbered in an ascending order. Later arrangements approved by the Parties shall replace the previous arrangements in the same matter.

27.6 If either Party suggests modification of or amendment on Products or Deliverables the Parties agree that modifications or amendments take place through respective written modifications of Appendices 2 and 4.

27.7 The Client hereby acknowledges that the Service provider is the liable entity as per the Czech Act No. 106/1999 Coll. on free access to information, as amended (hereinafter referred to as the “Act”), whereas in line with the conditions stipulated in the Act, it shall publish this Agreement and the information contained in or arising from the Agreement, unless it concerns the information which the Parties regard as the trade secret. Signing this Agreement, both Parties further acknowledge that the Agreement shall be published on the Public Administration Portal in the Register of Contracts in line with the Act No. 340/2015 Coll. on special conditions for the effectiveness of certain contracts, disclosure of such contracts and register of contracts, as amended (hereinafter referred to as the “Act on the Register of Contracts”). The Service Provider shall have the Agreement registered in the Register of Contracts as per the above-mentioned Act. It shall inform the Client about the Agreement disclosure by e-mail sent to the representatives authorised to act in material and technical matters. Service Provider shall provide to the Client the proof of publication in the Register of Contracts, in order for the Client to be aware on the effective date of the Agreement.

27.8 This Agreement becomes valid on the date on which it is signed by the authorised representatives of the Parties and becomes effective upon publication in the Register of Contracts as per the Act on the Register of Contracts.

27.9 The following Appendices shall be an integrated part of this Agreement:

- Appendix No 1 List of the Thales Companies
- Appendix No 2 Printing Technical Specification
- Appendix No 3 Rates and Leads Time

Executed in [_____] in two (2) original counterparts.

THALES DIS FRANCE SAS

STÁTNÍ TISKÁRNA CENIN, státní podnik

Position: [_____]

Position: CEO

Name: [_____]

Name: Tomáš Hebelka, MSc

Date: [_____]

Date: [_____]

Signature: [_____]

Signature: [_____]

APPENDIX 1 - LIST OF THALES COMPANIES

This list of the THALES Companies is given for information purpose only and is subject to [REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

APPENDIX 2 – SERVICES AND TECHNICAL SPECIFICATIONS

The Services and Technical specifications are described as follows:

Actual version Appendix 2 -Technical Specification will be attached to the relevant Order.

APPENDIX 3 – RATES AND LEAD TIMES

The prices and lead times are based on RFQ and the offer from the Service Provider.
There is no specific price list agreed.