

**AMENDMENT NO. 1  
TO THE FRAMEWORK AGREEMENT  
FOR PRODUCTION AND SUPPLY OF UNIVERSAL  
SECURITY PAPER WITH 50% COTTON CONTENT**  
registered under the Client's Ref. No. 088/OS/2020

(hereinafter referred to as the "Amendment No. 1")

by and between:

**Státní tiskárna cenin, s. p.**

with its registered office at Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic  
entered in the Commercial Register maintained by the Municipal Court in Prague, Section ALX, Insert  
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Business ID: 00001279  
Tax Identification No.: CZ00001279  
Acting through: **Tomáš Hebelka, MSc**, Chief Executive Officer  
Bank details: XXX  
Account number: XXX  
IBAN: XXX  
SWIFT: XXX

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

and

**RADEČE PAPIR NOVA, d.o.o.**

with its registered office at Njivice 7, 1433 Radeče, Slovenia  
entered in the Commercial Register administered by Slovenian Business Register and Court Register

Business ID: 6517897000  
Tax Identification No.: SI 45041091  
Represented by: **LEOPOLD POVŠE, MATEJA KAJZBA**  
Bank details: XXX  
Account number: XXX  
IBAN: XXX  
SWIFT: XXX

(hereinafter the "**Contractor**")

(the "Client" and the "Contractor" hereinafter collectively referred to as the "**Parties**" or "**Contracting Parties**")

**I.**

In accordance with the clause XIV subclause 1 of the Framework Agreement for production and supply of universal security paper with 50% cotton content (No. 088/OS/2022) concluded on November 18, 2021 (hereinafter this version referred to as the „Framework Agreement“) and in accordance with the section 222 paragraph 4 and 6 of Act No. 134/2016 Coll. under Czech Republic law, on Public Procurement (hereinafter referred to as the "Public procurement Act"); the Parties have agreed upon the following changes to the Framework Agreement:

1. Annex No. 1 to the Framework Agreement is replaced by Annex No. 1 to this Amendment No. 1.
2. Annex No. 2 to the Framework Agreement is replaced by Annex No. 2 to this Amendment No. 1.
3. The Article XIII. paragraph 2 of the Framework Agreement shall be replaced as follows:

*„2. This Framework Agreement has been 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 has been exhausted, or until the moment when the Value of the change of the obligation reaches 10 % of the Original value of the obligation, whichever is the earlier.*

2.1 For the purposes of this Framework Agreement, the term "**Original value of the obligation**" shall mean: the original value of the obligation under this Framework Agreement within the meaning of Section 222 of the Public Procurement Act, i.e. the sum of prices of all performance ordered during the duration of this Framework Agreement at the prices in effect **until** the effective date of Amendment No. 1 to this Framework Agreement; whereby the price of an individual performance is the product of (i) the relevant unit price set out in Annex No. 2 of the Framework Agreement in the wording **until** the effective date of Amendment No. 1 to this Framework Agreement and (ii) the real scope/quantity of the relevant performance.

2.2 For the purposes of this Framework Agreement, the term "**Changed value of the obligation**" means: the sum of the prices of all performance ordered from the effective date of Amendment No. 1 to this Framework Agreement at prices in effect **from** the effective date of Amendment No. 1 to this Framework Agreement; whereby the price of an individual performance is the product of (i) the relevant unit price set in Annex No. 2 in the wording **from** the effective date of Amendment No. 2 to this Framework Agreement 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 Annex No. 2 of this Framework Agreement; in such a case, the unit prices in wording of the current amendment will always be used to calculate the prices of individual performance for the purposes of determining the Changed value of the obligation.

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

2.4 For the purposes of this Framework 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."

4. In the event that the provisions of Article I Paragraph 3 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 XIII paragraph 3 of the Framework Agreement with a new provision letter f) a g), in the following wording:

*„f) upon the moment when the Value of the change of the obligation reaches 10 % of the Original value of the obligation;*

*g) 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.“*

## II.

1. The other provisions of the Framework Agreement and the Annexes to the Framework Agreement shall remain unchanged and in full force and effect.
2. This Amendment No. 1 is drawn up in the English language, in two copies with the validity of the original, each of the Contracting Parties will receive one copy.
3. The Contractor takes note that this Amendment No. 1 shall be, in accordance with 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), after its signing, published in the Register of Contracts. The publication shall be arranged by the Client.
4. This Amendment No. 1 comes into validity on the day of signature by both Contracting Parties and into effect after publishing in the Register of Contracts in accordance with the Register of Contracts Act.
5. The following Annexes form an integral part of this Amendment No. 1:  
Annex No. 1 – Technical specification  
Annex No. 2 – Price list

For the Client:

For the Contractor:

In Prague, on .....

In ..... on .....

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**Tomáš Hebelka, MSc**  
Chief Executive Officer  
Státní tiskárna cenin, s. p.

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LEOPOLD POVŠE  
MATEJA KAJZBA  
RADEČE PAPIR NOVA, d.o.o.