

CONTRACT FOR SUPPLY OF SECURITY DESIGN SOFTWARE AND MAINTENANCE

registered by the Client under No. 036/OS/2023
registered by the Contractor under No.

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

made pursuant Section 1746 Paragraph 2 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**Civil Code**")

and

made pursuant to Section 53 et seq. of the Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as the "**PPA**")

I. CONTRACTING PARTIES

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 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:

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

and

Jura JSP Entwicklung und Vertrieb von Wertpapierdrucksystemen GmbH

with its registered office at Gebhardtgasse 13/8, 1190 Vienna, Austria entered in the Commercial Register administered by FN135521x

Business ID: -

Tax Identification No.: ATU39169109

Represented by: **Kathrin Roth**, Managing Director

Bank details: Erste Bank der oesterreichischen Sparkassen AG
Am Belvedere 1, A-1100 Vienna

Account number:

(hereinafter the "**Contractor**")

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

Representatives authorized to negotiate in contractual and economic matters:

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

On behalf of the Contractor: **Kathrin Roth**, Managing Director

Representatives authorized to negotiate in factual and technical matters:

On behalf of the Client:

On behalf of the Contractor:

II. INTRODUCTORY PROVISIONS

1. This Contract is concluded on the basis of the results of simplified below-threshold procedure within the meaning of Section 53 et seq. of the PPA, which is entitled „**Security Design Software and Maintenance**” (hereinafter referred to as the “**Tender Procedure**”). The basis for this Contract is also the Contractor's tender for the tender procedure submitted on 10. 8. 2023, the content of which is known to the Parties (hereinafter referred to as the “**Tender**”).
2. When interpreting the content of this Contract, the Parties are obliged to take into account the tender conditions and the purpose related to the Tender procedure. The provisions of laws and regulations on interpretation of legal conduct are not affected by this. Tender conditions have been determined in the tender documentation to the Invitation to submit a tender and Tender procedure (hereinafter referred to as the “**Tender Documentation**”).

III. SUBJECT-MATTER OF CONTRACT

1. The Contractor undertakes to provide to the Client following:
 - a) security design software (hereinafter „**SW**“) including licences to this SW according to Article VIII Paragraph 1 hereof, the minimum requirements for this SW are specified in Technical Specification which is Annex No. 1 to this Contract;
 - b) **instalation** of SW;
 - c) **training**:
 - duration: 10 working days (8 working hours per day),
 - location: place of performance according to Article IV Paragraph 1 hereof,
 - training shall be provided for a maximum number of 4 trainees,
 - language of training: English;
 - d) warranty for SW:
 - warranty period: 12 months
 - In case of defects during the warranty period, the warranty service for repair of defects shall be provided as same conditions as stated in SW maintenance requirements which is an Annex No. 2 to this Contract (hereinafter „**warranty**“)
 - e) maintenance of SW for 2 years and according to SW maintenance requirements which is an Annex No. 2 to this Contract (hereinafter „**maintenance**“).
2. SW shall be delivered to Client by the Contractor on a dongle, CD's or other portable media containing also the licence agreement (hereinafter also referred to as “documentation”). This documentation shall be in English language.
3. The subject-matter of this Contract is not including hardware (workstation and monitor) for implementation hereof, the Client undertakes to ensure the necessary HW itself.

IV. PLACE AND TERMS OF PERFORMANCE

1. The place of performance is the Client's building at the address Státní tiskárna cenin, s.p., Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic; unless something else follows from the nature of the specific activity necessary to fulfill this Contract (e.g. remote access to the system).
2. The Contractor undertakes to ensure the installation of the SW no later than 2 weeks after the Contract takes effect. The performance of the installation without defects shall be confirmed by the Contracting Parties by signing the **Installation Protocol**.
3. After instalation the training shall take place. The Contractor shall provide training of the Client's operators and deliver to the Client the documentation in the English language (in a digital form) no later than 2 weeks after signing the Installation Protocol.
4. The Contracting Parties will make **Acceptance Report** in two copies, describing delivery and acceptance of SW, completion of installation, training of the Client's operators and delivery of documentation in the English language (in a digital form), to be signed by representatives of both Parties authorized to negotiate in factual and technical matters.
5. Warranty period shall be twelve (12) months from the date following the signing of Installation Protocol.
6. After the warranty period, the maintenance shall be started to provide. The Contractor undertakes to provide maintenance for total period of 2 years from the day following the warranty period. The price for maintenance will be paid for each year saporately, details are stated in Articles V and VI hereof.

V. PRICE

1. The price of the subject matter of this Contract according to Article III Paragraph 1 Point a) to d) hereof has been determined in accordance with the Contractor's Tender submitted under the Tender Procedure organised by the Client as the Contracting Authority, as follows:

The price for subject-matter of this Contract according to Art. III Paragraph 1 Point a), b) and d) hereof	
The price for subject-matter of this Contract according to Art. III Paragraph 1 Point c) hereof	
Total price for price subject-matter of this Contract according to Article III Paragraph 1 Point a) to d) hereof	

2. The annual flat price for maintenance according to Article III Paragraph 1 Point e) hereof

has been determined in accordance with the Contractor's Tender submitted under the Tender Procedure

3. If the Contractor 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.
4. The prices are maximal and final and are to be understood on DDU Prague, Czech Republic basis. All prices are net prices, excluding any provisions, duties, customs, taxes and withholding tax in the territory of Czech Republic.

VI. PAYMENT TERMS

1. The total price according to Article V Paragraph 1 hereof shall be paid by the Client to the Contractor on the basis of invoice issued by the Contractor. The Contractor is entitled to issue this invoice on the day after signature of Installation protocol. The copy of mutual signature of Installation protocol shall be an annex of such invoice.
2. The annual flat price according to Article V Paragraph 2 hereof shall be paid by the Client to the Contractor in advance for a given period of 1 year on the basis of invoice issued by the Contractor. Considering that maintenance according to this Contract is for a period of 2 years, 2 invoices will be issued for the annual flat price. The Contractor is not entitled to issue the first invoice sooner than one month before this expiration of warranty period. Second invoice will be issued by the Contractor to 12 months from issuing the prior invoice at the latest but not sooner than one month before this period expiration.
3. Properly issued invoices, containing the requested details and annexes, are due in 15 days from its delivery to the Client.
4. The Contractor is required to deliver the invoice (tax document) to the Client's email address podatelna@stc.cz. The invoice (tax document) shall show the bank account to which the payment is to be made. The account shall be identical to that stated in this Contract.
5. Each invoice (tax document) must at least include the following essentials:
 - identification details of the contracting parties (i.e. name, registered office address, identification number, registration details);
 - the Contract reference number indicated in the Contract;
 - payment identification via a link to the appropriate Article hereof;and all essentials of a proper tax document laid down by the applicable legal regulations and the present Contract.
6. If the invoice (tax document) does not contain any of the essentials, or contains incorrect price information, or if the invoice (tax document) is issued in breach of the applicable payment conditions, the Client may return such a invoice (tax document) to the Contractor for a revision. If the above is the case, the Client must indicate the reason for returning the invoice on the invoice (tax document) concerned or in a cover letter. The maturity term of the new (corrected) invoice (tax document) shall start on the date of its demonstrable delivery to the Client.
7. Payments of the individual price instalments shall be deemed made once the respective amounts are debited from the Client's account.

8. If the Contractor 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 9 to 12 of this Article).
9. The Contractor declares that in the moment of conclusion of the Contract 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 Contractor also declares that in the moment of conclusion of the Contract there is no decision issued by a tax administrator, that the Contractor is an unreliable payer pursuant to Section 106a of the Value Added Tax Act No. 235/2004 Coll., as amended (hereinafter "VATA"). The Contractor shall immediately and demonstrably notify Client, 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 Contractor is an unreliable payer pursuant to Section 106a VATA. In the event that, during the period of validity and effectiveness of the Contract, the Contractor's statements referred to in this Paragraph prove to be false or the Contractor violates the obligation to notify the Client of the fact stated in the previous sentence within the specified period, this will be considered a substantial breach of the Contract.
10. The Contractor undertakes that the bank account designated by him for the payment of any obligation of the Client under this Contract shall be published and accessible from the date of signing of this Contract until its expiry in accordance with Section 98 VATA, otherwise the Contractor is obliged to provide another bank account to the Client that is duly published pursuant to Section 98 VATA. In the case Contractor has been indicated by a tax administrator as an unreliable taxpayer pursuant to Section 106a VATA, Contractor 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 Contractor is an unreliable payer pursuant to Section 106a VATA, notify this to Client along with the date on which this circumstance arose.
11. If surety for unpaid VAT arises for the Client according to Section 109 VATA on received taxable performance from Contractor, or the Client justifiably assumes that such facts have occurred or could have occurred, the Client is entitled without the consent of Contractor to exercise procedure according to the special method for securing tax, i.e. the Client is entitled to pay the concerned VAT according to the invoice (tax document) issued by the given Contractor to the competent revenue authority and do so according to Sections 109 and 109a VATA.
12. By payment of the VAT into the account of the tax authority, the Contractor's receivable from Client is considered as settled in the amount of the paid VAT regardless of other provisions of the Contract. At the same time, Client shall be bound to notify the respective Contractor of such payment in writing immediately upon its execution.

VII. RIGHTS AND DUTIES OF THE PARTIES

1. Before servicing within warranty or maintenance begins, the Contractor shall inform in writing or by e-mail the Client what data can be compromised by servicing and the Contractor shall invite the Client to backup those data, recommending the backup way or procedure so as to prevent loss or destruction of the data. If the Contractor fails to do so, the Contractor shall be held liable also for incidental destruction.
2. The Client shall especially:

- a) Provide the Contractor's employees, who perform this Contract, the necessary assistance.
- b) Protect its user data in the way that prevents their loss or destruction;
- c) Maintain backup copies of all components of operated SW in accordance with valid regulations so as to they are available in case they are required for performance of the subject-matter of this Contract.

VIII. RIGHTS OF USE TO SOFTWARE

1. To SW (according to Article II Paragraph 1 Point a) hereof) or other works of authorship (in this Article referred to as "copyright work" or "work"), if the Contractor creates any within the scope of performance under this Contract, which are wholly or partially subject to protection under Act No. 121/2000 Coll, on copyright, on rights related to copyright and on amendments to certain acts (Copyright Act), as amended, the Contractor grants by this Contract to the Customer a non-exclusive licence, for the duration of the property rights to such work, in the territory of the Czech Republic and for all uses. The licence fee for this licence is a one-time and it is included in the price according to Article V Paragraph 1 hereof. This licence shall be granted to Client after successful installation (i.e. after signature of Installation protocol - Article IV Paragraph 2 hereof) and payment of licence fee (i.e. after payment of total price which includes licence fee – Article VI Paragraph 1 and Article V Paragraph 1 hereof).
2. The license conditions and terms shall be handed over to the Buyer in a suitable form (dongle, CD's or other portable media), this handover will be ensured by the Seller (Article III Paragraph 2 hereof).
3. Restriction of the scope of the author's rights to SW is regulated by the provision of section 66 of the Copyright Act.
4. The Contractor hereby represents that the Contractor is not aware of any legal defects of SW and that the Contractor is authorized to provide licenses to SW and conclude this Contract.

IX. PARTIES' ASSISTANCE, OTHER PROVISIONS

1. For proper performance of the subject-matter of this Contract, the Client shall ensure for the Contractor especially the following:
 - a) Entry for the Contractor's employees to the Client's building at the time required for the performing the subject-matter under this Contract, i.e. also past working hours;
 - b) Access for the Contractor's employees to the workstation for the purpose of Servicing, to communication devices and power supply;
 - c) Instruction of the Contractor's employees as regards protection and security measures in the Client's building.
2. The Contractor shall ensure to that its employees performing service support at the place of installation have valid business cards and produce them along with their valid passports for review by the Client.
3. The Contractor's employees especially:

- a) May enter only those rooms in the Client's building as determined between the representatives of both Parties for factual and technical matters;
 - b) Are obliged to have on them or wear in a visible way cards for entry to the Client's building;
 - c) Shall not bring out any data pertaining to production, either on data media, or in a written form;
 - d) Shall observe any and all legal regulations and the Client's internal guidelines and regulations in case they were informed about them,
4. The Contractor is entitled to perform this Contract or part thereof through its subcontractor(s). In the case that the Contractor uses a subcontractor within the meaning of the previous sentence,
- a. the Contractor remains responsible for fulfilment the subject of this Contract as if he performed it itself,
 - b. was obliged to submit to the Client (Contracting Authority) the List of subcontractors according to the tender documentation of the tender procedure and under the conditions specified in the Tender Documentation,
 - c. in the case of a change in the List of subcontractors (e.g. different scope of performance, change of subcontractor, new subcontractor), the Contractor is obliged to notify such change to the Client without undue delay, but no later than within 10 working days of such change. The Contractor is entitled to change qualifying subcontractors only if the Contractor 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 Contractor is obliged to ensure proper and timely fulfilment of financial obligations to its subcontractors for the entire period of performance of this Contract, while full and timely fulfilment is considered full payment of invoices issued by the subcontractor for performances provided for this Contract, no later than 30 days after receipt of payment from by the Client for specific fulfilled partial contract. By signing this Contract, the Contractor declares that it complies with the obligations specified in this point d) and undertakes to comply with them for the entire duration of this Contract.

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

5. The Contractor declares that the Contractor in the sense of:
- a. Article 2, paragraph 2 of Council Regulation (EU) No. 269/2014 of 17 March 2014 on restrictive measures with regard to activities that violate or threaten the territorial integrity, sovereignty and independence of Ukraine, as amended, (hereinafter referred to as the "Regulation No. 269/2014), and
 - b. Article 2, paragraph 2 of Council Regulation (EU) No. 208/2014 of March 5, 2014, on restrictive measures against certain persons, entities and authorities in view of the situation in Ukraine, as amended, (hereinafter referred to as the "Regulation No. 208/2014"), and

- c. Article 2, paragraph 2 of Council Regulation (EC) No. 765/2006 of 18 May 2006 on restrictive measures against President Lukashenko and certain representatives of Belarus, as amended, (hereinafter referred to as "Regulation No. 765/2006"),
is not a natural or legal person, entity or body or a natural or legal person, entity or body associated with them listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006.
6. The Contractor further declares that for purposes of performance of this Contract no funds or economic resources will be made available directly or indirectly to natural or legal persons, entities or bodies listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006 or for their benefit.
7. If, during the validity and effectiveness of this Contract, there should be non-compliance with the conditions specified in Article XI Paragraph 5 or 6 hereof, the Client undertakes to immediately once the Contractor finds out about the change of circumstances, inform Client of this fact in writing.

X. LIBERATION REASONS

1. The Contracting Party (hereinafter also referred to as "Tortfeasor") is released from the duty to provide compensation of any incurred harm, damages or loses only from the liberation reasons in the sense of § 2913 point 2 of the Civil Code. For the purposes of this Contract, "liberation reasons" means an extraordinary, unforeseeable and insurmountable obstacle created independently of Tortfeasor's will, which temporarily or permanently prevented from fulfilling Tortfeasor's contractual duty. An obstacle arising from the Tortfeasor's personal circumstances or arising when the Tortfeasor was in default of performing his contractual duty, or an obstacle which the Tortfeasor was contractually required to overcome shall not release him from the duty to provide compensation.
2. In addition to the liberation reasons stated in Paragraph 1 of this Article, the Contractor is not liable for any failure or delay in compliance with the terms and conditions included herein due to, arising out of or caused, directly or indirectly, by circumstances, causes or events beyond its reasonable control.

XI. SANCTIONS

1. In the event of the Contractor's delay with performance the term IV odst. 2 or 3 hereof, the Contractor is obliged to pay a contractual penalty in the amount of EUR 0.05% of total price stated in Article V Paragraph 1 hereof (excluding VAT) for each started day such a violation; up to the maximum of 10% of the price stated in Article V Paragraph 1 hereof (excluding VAT).
2. If the Contractor destroys data providing warranty service or maintenance and the Contractor did not backup and did not invite the Client to backup those data according to Article VII Paragraph 2 hereof, the Contractor shall pay to the Client a contractual penalty in the amount 5.000 EUR. Payment of the contractual penalty is notwithstanding the Client's right to damages, also in excess of the contractual penalty.

3. In the case of a breach of any of the obligations resulting from Article IX Paragraph 6 or 7 hereof by the Contractor, or if the statement in Article IX Paragraph 5 hereof turns out to be false, the Contractor is obliged to pay a contractual penalty to the Client in the amount of EUR 4 000 for each case of violation of these obligations.
4. In the case of violation of the obligations resulting from Article XII hereof, the Party which breached its obligation is obliged to pay a contractual penalty to the other Party in the amount of EUR 6 000 for each discovered case of violation of these obligations.
5. In the event of the Client's delay in paying a duly issued invoice, the Client is obliged to pay default interest of the amount due in the amount 0.05%, for each started day of delay.
6. The contractual penalty is due within 14 calendar days after the delivery of the bill for the contractual penalty to the Contractor. The default interest is due within 14 calendar days after the delivery of the bill for the default interest to the Buyer.
7. Payment of the contractual penalty does not release the Contractor from its duty to perform the obligations imposed on the basis of this Contract.

XII. 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 Contract 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. Non-public 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 Contract.

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 Contract is terminated or expires. The confidentiality commitment shall pass onto any potential successors of the Parties.

11. The Contracting Parties are obliged to ensure the protection of information which one of the Contracting Parties designates as a trade secret within the meaning of Section 504 of the Civil Code. The Parties are obliged to secure information designated as a trade secret at least to the same extent as the non-public information defined in this Contract. Information designated by the Contracting Parties as a trade secret shall not be published in the Register of Contracts within the meaning of Article XV Paragraph 6 hereof. If the Contractor considers any information stated in this Contract to be its trade secret within the meaning of Section 504 of the Civil Code, it shall inform the Client at the latest before the publishing the Contract in the Register of contracts.

XIII. DURATION OF THE CONTRACT

1. This Contract comes into force on the day it is signed by both Parties and takes effect on day of its publication in the Register of Contracts.
2. This Contract is concluded for an definite period of time, namely for period of 2 years from the day when the providing of maintenance started (Article IV Paragraph 6 hereof), and it can be terminated before this period:
 - a) by written agreement of the Parties;
 - b) by withdrawal from this Contract in the cases given in this Contract or in the event of a substantial breach by either Party.
3. The Parties agree that they consider the following cases in particular to constitute a substantial breach hereof:
 - a) the Contractor is more than 60 days in delay with term of performance stated in Article IV Paragraph 2 or 3 hereof or with starting to providing of maintenance stated in Article IV Paragraph 6 hereof;
 - b) Contractor's statements referred to Article VI paragraph 9 hereof prove to be false;
 - c) the Contractor violates the obligation to notify the Client of the fact stated in the last sentence of the Article VI paragraph 9 hereof;
 - d) breach of obligation under Article IX Paragraph 4 point c) hereof;
 - e) breach of obligation under Article IX Paragraph 4 point d) hereof or obligation under Article XV Paragraph 5 hereof;
 - f) breach of obligation under Article IX Paragraph 5 or 6 or 7 hereof;
 - g) breach of Article XII hereof which has not been remedied following a previous notice for correction;
 - h) Client is in delay with payment of a duly issued tax document (invoice) more than 1 month from its maturity.
4. The written notice of withdrawal from this Contract shall take effect on the day the written notice of withdrawal is delivered to the other Party. The notice of withdrawal from this

Contract must be sent by postal service provider. In the event that the providing of maintenance has already begun, the Contracting Party may withdraw from the Contract only with regard to the unfulfilled remainder of the performance.

5. Termination of this Contract shall not affect the provisions regarding contractual penalties, damage compensation, and such rights and obligations which, by their nature, shall persist even after this Contract is terminated.
6. In the event of termination of this Contract according to Article XIII Paragraph 2 Point a) or b), the Parties undertake to carry out proper financial settlement of their mutual receivables and payables.

XIV. APPLICABLE LAW AND RESOLUTION OF DISPUTES

1. This Contract 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 Contract. 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 Contract is the general court according to the Client'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 Contract.

XV. 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. This provision shall not apply in the event of changes in the authorised representatives or other cases stated in this Contract; such changes are effective on the date, when the writing notice (at least an e-mail) on such change is delivered to the other Party.
2. The Contracting Parties do not wish that any other rights and obligations, in addition to those expressly agreed under the Contract, should be derived from the existing or future practices established between the Contracting Parties or from general trade usage or from the usage applied in the field relating to the subject of performance hereof, unless expressly agreed otherwise herein. In addition to the provisions stated above, the Contracting Parties hereby confirm that they are not aware of any trading usage or practices established previously between them.

3. 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.
4. The Contractor 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 Client in a reliable and verifiable manner learns that the Contractor has violated or violate Rights, and the Contractor despite a prior written notice of the Client continues to violate generally accepted Rights or fails to remedy, the Client has the right to withdraw from this Contract pursuant to Article XIII Paragraph 2 point b) and Article XIII Paragraph 4 hereof.
5. The Contractor further declares that, in the performance of this Contract, he will observe fair working conditions and recognize and ensure the rights of employees in accordance with labor law and occupational safety regulations in force in the country in which subject matter of this Contract is performed. By signing this Contract, the Contractor declares that it complies with the obligations specified in this Paragraph 5 and undertakes to comply with them for the entire duration of this Contract.
6. The Parties take into consideration that this Contract 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.
7. This Contract is drawn up in two copies in English language, each having the same validity as the original itself. Each Party shall receive one copy.
8. The Parties declare they agree with the content hereof and this Contract 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.
9. The following Annexes form an integral part of this Contract:
Annex No. 1: Security Design Software – Technical Specification;
Annex No. 2: SW Maintenance requirements.

In Prague, date _____

In _____, date _____

For the Client:

For the Contractor:

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

Kathrin Roth
Managing Director
Jura JSP Entwicklung und Vertrieb von
Wertpapierdrucksystemen GmbH