

AGREEMENT FOR THE SETTLEMENT OF UNJUST ENRICHMENT

pursuant to Section 2991 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code" registered by the STC under No. 085/PRU/2023

(hereinafter referred to as "Agreement")

by and between:

Státní tiskárna cenin, s. p.

with its registered office at Růžová 943/6, Nové Město, 110 00 Prague 1, Czech Republic
entered in the Commercial Register maintained by the Municipal Court in Prague, Section ALX, Insert 296

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

(hereinafter referred to as the "STC")

and

Giesecke+Devrient ePayments GmbH

with its registred office D-81677 Mnichov, Prinzregentenstraße 161, Germany
registered in Local Court of Munich – Registration Court, HRB 224694

Represented by: **Frank Nordmann**, Director, Head of Public Sector Sales
Company ID: 94801476
Commercial reg.: HRB 224694
VAT No: DE305560986/ESN2764127C
Tax Reg. No DE: 143/306/40074
Bank: UniCredit Bank Ag, Mnichov, Německo
Account no: X X X
IBAN: X X X,
BIC/SWIFT: X X X

(hereinafter referred to as the „Supplier")

(STC and Supplier hereinafter collectively referred to as the "Contracting Parties" and each of them separately also referred to as the „Contracting Party”)

Preamble

Whereas

STC placed an order with the Supplier for chip modules by Order No. S230055 dated 5.4.2023 for delivery on 31.5.2023 at a price of EUR 17 004,05 excluding VAT (hereinafter referred to as "Order No. S230055"); this order was confirmed in writing on 27.4.2023. (hereinafter referred to as the "performance");

- a. in view of the value of the Performance, the Order was subject to the obligation to publish it through the Register of Contracts in accordance with Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts and the Register of Contracts (hereinafter referred to as the "Register of Contracts Act"), as amended;
- b. the supplier notified STC that part of the performance in the amount of 1000 unit of chips modules was performed by the Supplier before the publication of Order No. S230055 through the Register of Contracts.
- c. the Supplier issued invoice (tax document) No 81004334 for the price of EUR 3.500,00 excluding VAT on 26.04.2023, corresponding to the partial performance of the Supplier referred to under c. of this preamble, the price of EUR 3.500,00 excluding VAT was duly paid by STC, on 3.6.2023;
- d. the Parties have already performed in accordance with Order No. S230055, disputed rights and obligations have arisen between the Parties which need to be adjusted by this Agreement, to settle the unjust enrichment.

the Parties hereby enter into this Agreement, which, in accordance with Section 1903 of the Civil Code, shall govern their mutual rights and obligations in the manner hereinafter provided for in this Agreement:

I.

1. The Contracting Parties hereby agree to settle the unjust enrichment pursuant to point c. of the Preamble to this Agreement in such way that the STC shall retain the partially provided performance delivered according to order No. S230055, chip modules in the number of 1000 pcs and the Supplier shall retain the amount of EUR 3500.00 excluding VA, making the mutual claims from the partial performance of the above mentioned order. All performances provided by The Supplier correspond to all paid monetary performances provided by STC.

2. Each Contracting Party declares that it has not enriched itself at the expense of the other Contracting Party and has acted in good faith

3. The Contracting parties have agreed that the provisions of the General Terms and Conditions of the STC with legal effect from 13.10.2022, the content of which is known to the Contracting parties, shall apply to the rights and obligations of the Contracting parties related to the provided performance.

II.

The Contracting Parties agree that upon fulfillment of the obligation set forth in Article I of this Agreement, all of their mutual obligations and claims arising out of the partial performance of Order S230055 resulting from the Order specified in paragraph e. of the preamble to this Agreement shall be fully settled and that they will have no further claims and payables against each other, i.e. each Contracting party expressly waives any other claims to this Agreement against the other Contracting party by signing this Agreement. This does not apply in the case of claims for possible liability for defects, guarantees for the quality of performance or the obligation to compensate for damage related to the subject of performance.

III.

1. The mutual rights and obligations of the Contracting parties not expressly regulated in this Agreement are governed by the relevant legal regulations, in particular the Civil Code.

2. This Agreement is drawn up in two copies in English language, each having the same validity as the original itself. Each Contracting Party shall receive one copy. The Agreement becomes valid on the date of its signing by the Contracting Parties and comes into force upon publication in the Register of Contracts.

3. The Contracting 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 Contracting Parties.

4. If any provision hereof is or becomes invalid or ineffective, it shall not affect whatsoever on the other provisions hereof, which shall remain valid and effective. In such a case, the Contracting Parties undertake to replace the invalid/ineffective provision with a valid/effective provision whose effect is as close as possible to the originally intended effect of the invalid/ineffective provision.

5. The Contracting parties hereby assume the risk of a change of circumstances and expressly exclude the application of Section 1765 and Section 1766 of the Civil Code.

6. The Contracting parties enter into an Agreement in good faith, guided by an honest effort to reach an amicable out-of-court settlement of the dispute, without being aware that by concluding this Agreement they would circumvent the law or act against good morals.

7. The Customer acknowledges that in accordance with the provisions of Section 2 par. 1 of Act No. 340/2015 Coll., on special conditions for the effectiveness of some contracts, the disclosure of these contracts and the register of contracts (the Register of Contracts Act), as amended, this Agreement will be published by STC in the Register of Contracts.

8. The Contracting Parties declare they agree with the content hereof and this Agreement is prepared in a certain and intelligible manner, based on true, free and serious will of the Contracting Parties, without any duress on either Contracting Party. In witness whereof they append their signatures below.

9. The following Annexes form an integral part of this Agreement:

Annex No. 1 – Order No. S230055

For the STC:

For the Customer:

In Prague, on

In Munich, on

Tomáš Hebelka, MSc

Chief Executive Officer

Státní tiskárna cenin, s. p.

Frank Nordmann

Director, Head of Public Sector Sales

Giesecke+Devrient ePayments GmbH