

# **The cooperation agreement of HARMONY Tenuto Track & Trace Demo - System**

registered by the STC under No. 060/PRU/2024

(hereinafter referred to as "**this Agreement**")

made pursuant to the provision of Section 1746 (2) under the Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code") and subject to the relevant provisions of the loan agreement under the Section 2193 et al. of the Civil Code

## **Státní tiskárna cenin, s. p.**

with its registered office at Růžová 943/6, Nové Město, 110 00 Praha 1,  
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 account:

IBAN:

(hereinafter referred to as the "**STC**" or "**Partner**")

and

## **Zeiser GmbH**

with its registered office at Friedrich- Wöhler - Str. 11, 78576 Emmingen -Liptingen,  
Germany

entered in the Commercial Register administered by the District Court of Stuttgart

Business ID: HRB 450657

Tax Identification No.: DE 142933440

Represented by: **Thorsten Tritschler**, Chief Executive Officer

Bank details:

Account number:

IBAN:

SWIFT:

(hereinafter referred to as "**Zeiser**" or "**Provider**")

(the "**STC**" and the "**Zeiser**" hereinafter collectively referred to as the "**Parties**" or "**Contracting Parties**")

## **Authorized representatives in contractual and economic matters:**

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

On behalf of Zeiser: **Thorsten Tritschler**, Chief Executive Officer

**Authorized representatives in factual and technical matters:**

On behalf of STC:               **XXX**  
On behalf of Zeiser:           **XXX**

**I.**

**INTRODUCTORY PROVISIONS**

STC, as a manufacturer of banknotes and other security products, is interested in improving the quality of the final products and in efficiently improving the quality of individual stages of the production process. For this purpose, it intends to continuously introduce new technological processes and use new software and hardware solutions in production.

**Zeiser** develops, implements and delivers technologies that apply a unique, unambiguous and traceable identity to sheets in security print production. As a part of improving product quality, **Zeiser** is interested in gaining feedback and obtaining reference for individual versions of technologies from a live banknote production environment. As such, Zeiser intends to provide STC with below specified demo system and to allow **gratuitous temporary use**, i.e. for an agreed time-period, and thus establish cooperation with STC regarding the usage of demo system (hereinafter specified in this Agreement and introduced and used herein as "**Project**").

The purpose and intent of this entire Project is for the Partner to evaluate suitability of sheet tracking within its live and high-load production environment and for the Provider to gain feedback on the usage and obtain reference from banknote-production line. The Project should provide both parties with valuable information for production improvement and optimalization based on the collected experience during usage by the Partner.

The implementation and use of the demo system in real production operations will also facilitate demonstration of the demo system to potential Providers' customers.

The scope of the Project is defined in such a way that the demo system will be implemented on the first two printing steps of banknote production on.

(hereinafter referred to as the "**purpose of the Project**" or "**purpose of the Agreement**").

## II.

### SUBJECT OF THE AGREEMENT

1. The Provider will, within the frame of the defined Project, provide the Partner a **gratuitous temporary use** of a demo version of comprehensive solution for tracking and tracing the movement of paper sheets throughout the production process - HARMONY Tenuto Track & Trace Demo – System on Simultan II printing machine (specified in this Agreement and introduced and used herein as "**Solution**"). The Solution has been developed by the Provider to ensure 100% accountability over sheets as they pass production process. Its functionality is further specified in Annex No. 1 hereof.
2. The Solution will be implemented on the Simultan II printing machine in STC banknote printing works production facility for an agreed duration of 36 months after acceptance in SAT tests unless early termination is affected under the conditions agreed in Art. X hereof.
3. The Partner agrees to utilize the Solution in production to provide feedback to the Provider on its performance, as well as to allow the Provider to demonstrate implemented Solution at STC premises as a reference to the third parties according to the conditions agreed hereof.
4. The Solution shall be provided as a package, including hardware package (components) a software package, as further specified in Annex No 1 hereof.
5. The Parties hereby agreed that providing of the Solution under this Agreement includes:
  - a. transportation of all parts of the Solution according to DAP Praha (Incoterms® 2020).
  - b. installation and commissioning of the Solution prepared for the conducting of SAT test within the scope and conditions outlined in Annex No. 2 hereof including preparation in a state ready for handover to the Partner.
  - c. handover of certificates and documents related to the use of the Solution, as specified in Annex No. 2 hereof. This includes in particular operating and maintenance instructions, detailed specification, technical documentation in the English language, a list of all installed components of Solutions along with their basic parameters, and the software included in the Solution.
  - d. conducting proper tests (SAT) and acceptances in accordance with Article V hereof and the relevant Annex No. 2 hereof.

- e. training of specified Partner's employees in the operation and maintenance of the Solution for 4 persons in total 2 days, conducted at the place below defined as STC's site, as further set forth in Annex No. 2 hereof.
- f. providing the Partner with a non-exclusive and transferable right to the computer software included in the delivered Solution for the sole purpose of the Project stated in this Agreement. This licence is applicable and valid for the entire period of validity of the Agreement for the purpose declared in the Agreement (hereinafter only as "**License**").
- g. operation of an operational standardized electronic communications system including auditable procedures (hereinafter referred to as "**Helpdesk** "). This Helpdesk will allow the Partner to consult individual requests related to the functionality of provided Solution and receive feedback.
- h. the Provider will also provide service maintenance for Solution (this means for the Solution according to the conditions and terms stated in the Article VI hereof.

### III.

#### DELIVERY TERMS

1. The Provider shall provide the Partner with Solution to the STC's production plant at the address: Production Plant I – Růžová 943/6, Nové Město, 110 00 Prague 1, Czech Republic (hereinafter also only as "STC's site" or "premises"). Delivery of hardware components of the Solution shall be executed according to DAP, Prague (Incoterms®2020).
2. The Parties acknowledge that the Provider will conclude the installation of the Solution to fully functional mode of operation, including successful acceptance of the Solution without any defects (signing Acceptance protocol under the condition in Article V hereof), within 6 months from the effective date of this Agreement.
3. The Provider shall declare a recommended start date for the installation of the Solution with sufficient notice, at least 30 days prior to the proposed date. Under exceptional circumstances, such as public holidays or company vacation at the installation site, the Partner reserves the right to reject the proposed date and shall propose the earliest feasible alternative date. The confirmed start date of the installation will be mutually agreed upon in writing by both Contracting Parties.

**IV.**  
**ALLOCATION OF COSTS**

1. Taking into account the terms and purpose of the Project the Parties agree to the following cost allocation:

Zeiser shall provide STC with a Solution to the extent set forth in Article II par. 5 hereof, at its expense, with the exception of costs specifically listed below, which shall be borne by STC.

STC will bear the following costs under the Project:

- 1.1. part of the costs of installation, commissioning, SAT, training and ramp-up support at STC premises to the extent of EUR is XXX (VAT excl.), remuneration for providing the License is also included in stated costs;
  - 1.2. the cost of insurance of the Solution placed with the STC' site against damage during the term of this Agreement;
  - 1.3. consumable material and human labour costs for the duration of the Project;
  - 1.4. costs of service maintenance of the Solution in the period after the expiration of hereinafter defined Guarantee period until the end of the cooperation of the Parties under this Agreement, i.e. in particular the costs of service interventions and replacement of spare parts needed for the proper test operation of the Solution hereunder.
2. The costs in paragraph 1.1 of this Article were calculated exempt from VAT, due to the fact that the fulfilment will be provided in the territory of an EU Member State to a party with tax registration in another Member State EU.
3. The costs according to paragraph 1.4 of this Article shall be paid according to the condition further specified in Article VI hereof:
  - 3.1 The costs according to paragraph 1.1 of this Article hereof, shall be paid by the Partner to the Provider in EUR by bank transfer based on the invoice (tax document issued by the Provider). The Provider shall issue the invoice (tax document) after the signing of Acceptance Protocol according to the condition stated in Annex No 2 hereof. A copy of the Acceptance protocol will be enclosed as an annex to the invoice (tax document) according to this letter of this paragraph. The due date of the specified part of the price according to this point of this paragraph is 30 days from the delivery of the relevant invoice to the Partner.
  - 3.2 The Provider is required to deliver the invoice (tax document) to the Partner's email address [podatelna@stc.cz](mailto: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 Agreement.
  - 3.3 Invoice (tax document) must at least include the following essentials:

- identification details of the Parties (i.e. name, registered office address, identification number, registration details);
- the Agreement reference number indicated herein;
- 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 Agreement.

3.4 If the invoice (tax document) stated above 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 Partner may return such a document to the Provider for a revision. If the above is the case, the Partner must indicate the reason for returning 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 Partner.

## **V. HANDOVER AND ACCEPTANCE**

1. The Provider shall provide the Solution to the Partner completely installed and fully functional, including the necessary certificates and documents relating to the use of the Solution. After the Solution is installed and ready to put in testing operation, the Providers' operators may consequently commence training, at the same time SAT is to be initiated. The SAT process is further specified in Annex 2 hereof.
2. Any defects or incomplete works preventing or hampering the Solution use for the purpose of this Agreement shall be a reason for not accepting the Solution. A report of the Solution non-acceptance shall contain a list of defects and arrears, including periods for elimination thereof. If both Parties do not agree on a period for elimination of the defects and arrears, then it applies that the defects and arrears must be eliminated within 10 working days from the date of issuance of the report of the Solution non-acceptance.
3. After finishing the SAT successfully, an Acceptance Protocol shall be drawn up, whose template is attached as Annex No. 2, which is an integral part hereof. Acceptance Protocol shall be issued by the Partner in two copies, which shall be signed by both Parties' representatives authorised to negotiate in factual and technical matters, and each party shall receive 1 copy. The Acceptance Protocol may be signed also by the technician of the Provider, who is present during the SAT.

4. The Provider shall provide the License to the Partner at the same time as the Solution is handed over for acceptance.

## **VI.**

### **SERVICE MAINTENANCE**

1. The Provider guarantees, during the term of this Agreement, service maintenance and supply of spare parts for the proper operation of the Solution. In the period from the signing of the Acceptance protocol until 12 months thereafter (herein referred to as the "Guarantee period"), the costs for service maintenance and supply of spare parts shall be borne by the Provider.
2. Defects may be reported to the Provider via Helpdesk. The Partner shall describe the reported defects, specify how they manifest, and provide the necessary documentation as well (for example photographs of the defective parts or products).
3. The scope of ramp up-maintenance and maintenance service agreed by this Agreement during the Guarantee period includes:
  - a. helpdesk during Partner's working hours (in the sense of the Article XI par. 10 hereof);
  - b. delivery and installation of spare parts of the Solution.
4. Minor repairs, as well as regular maintenance and servicing, which do not require cooperation of the Provider, may be carried out by the Partner's maintenance workers who were trained by the Provider. For the purposes of this Agreement, minor repairs mean, for example, replacement of defective light bulbs, fuses, identification lights, as well as works or activities for which the operating and maintenance workers were trained by the Provider.
5. Any transport expenses incurred in sending any parts for repair or replacement, including the costs of their return or replacement to the Partner, incurred during the Guarantee period shall be executed according to DAP, Prague (Incoterms®2020) at the expense of the Provider.
6. The costs for maintenance services after Guarantee period shall be borne by the Partner and are set by the hourly rates according to the Provider's actual list rates.
7. The prices of the Spare parts deliveries after Guarantee period shall always be governed by the actual list price of the materials supplied by the Provider and includes all costs of the Provider for all associated costs and charges related to the relevant delivery in accordance to terms of DAP Prague Incoterms® 2020.
8. For the purpose of approval of maintenance services requested by the Partner, the Provider shall submit to the Partner for approval a monthly Statement of

billed hours for the calendar month, in which maintenance services have been provided (above and hereinafter only as "Statement of billed hours").

9. STC is obliged to approve within 3 working days the Statement of billed hours to the Provider in the case of the provided performance without defects. The relevant Statement of billed hours approved by the Partner is a condition for the Provider to be authorized to issue an invoice (tax document) for the provision of services. The approved Statement of billed hours must always be attached to the invoice (tax document) for maintenance services for relevant calendar month.
10. The date of taxable performance for maintenance services is the last day of the calendar month in which the services were provided. The Provider has the right to issue an invoice (tax document) by the 15th calendar day from the end of the given calendar month in which the services were provided.
11. The Provider always becomes entitled to invoice the price for Spare parts deliveries provided after the Guarantee period on the working day that follows the approval of the Provider's performance by the Partner. The invoices (tax documents) for the price for the relevant delivery shall always be issued on the basis of the approved Delivery note confirmed by the Partner. Copies of these documents shall be attached to the invoice (tax document).
12. Properly issued invoices (tax documents) for maintenance services/ spare parts deliveries shall be due within 30 days from the date of issue.
13. The provisions regulating other terms set out in Article IV par. 3 hereof shall apply by analogy.

## **VII.**

### **OTHER ARRANGEMENTS OF THE PARTIES**

1. The Provider undertakes to grant to the Partner the rights of use to those parts of the Solution of which the rights under the Copyright Act (Act No. 121/2000 on Copyright and Rights Related to Copyright and as amended) are required as License, to the extent of all functionalities and components of the performance and under the terms and conditions set out in this Agreement.
2. The Licence granted shall cover all the means and scope necessary for the proper fulfilment of the purpose of this Agreement, this means that the Provider grants to STC that the License that shall be non-exclusive and unrestricted to fulfil the purpose of the Agreement and shall apply to the same extent to the Documentation provided and is valid for the entire period of the validity and effectiveness of this Agreement, without quantitative or other similar restrictions on use of the Solution.



3. Partner agrees to arrange and maintain in force throughout the term of this Agreement an insurance policy of insurance against loss and damages of the Solution provided.
4. Given the nature of the fulfilment and the agreed purpose of the Agreement, the Provider cannot use a subcontractor to provide the agreed fulfilment.
5. The Contracting Parties commit to establish an efficient and professional communication framework to facilitate their collaboration within their respective organizational structures. All communication between the Contracting Parties, related to the administration and management of this Agreement, will occur through designated authorized persons from each Party as "Authorized Representatives".
6. The Provider declares that the Provider 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.
7. The Provider further declares that for purposes of performance of this Agreement 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.
8. If, during the validity and effectiveness of this Agreement, there should be non-compliance with the conditions specified in Paragraph 6 or 7 this Article of the Agreement, the Provider undertakes to immediately, once the Provider finds out about the change of circumstances, inform the Partner of this fact in writing.

9. In the case of violation of the obligations resulting from this Article par. 6, 7 or 8 hereof, the Provider is obliged to pay a contractual penalty to the Partner in the amount of EUR 4 000 for each discovered case of violation of these obligations.
10. In the event that the Provider fails to fulfil any obligation specified in this Article par. 6, 7 or 8 hereof, the Partner is entitled to withdraw from this Agreement. The written notice of withdrawal shall be in accordance with Article X hereof.
11. The Provider states that the Solution is not and shall not be encumbered with third-party rights as of the date that is it taken over by the Partner.
12. Referring to the Article II paragraph 3 hereof STC shall, upon Providers' written request, provide feedback from usage of the Solution in a structure agreed by the Parties.

## **VIII. SPECIAL PROVISIONS**

1. The Partner shall allow the Provider to present the Solution implemented on STC's site to third parties as a reference. The provider is entitled to request such a visit to the STC operation site at least 5 times a year, always in writing with a proposal of dates. Such a request must be delivered to the authorised representative of Partner for technical matters at least 30days before the proposed date. The Partner cannot guarantee access to production premises if the request is presented upon a shorter notice. The Partner shall consider the operational capabilities of the STC when authorising the requested date of the visit.
2. The Provider's employees, who will implement the Solution or provide service maintenance, as well as any third parties (other persons), who visit STC's site in the sense of the previous paragraph, are required to comply with the below listed rules (hereinafter only as "Providers 'employees/agents'").
3. The Provider is responsible for compliance with the following rules by Provider's employees/agents whom the Provider brings to the STC's site:
  - a) Any activity shall take place from 07:00 a.m. to 4:00 p.m. on working days and in special cases also outside the specified time, or on non-working days provided the Parties so agree in advance in written form.
  - b) Due to the specific conditions of production in the Partner's premises, the entry and movement of the Providers' employees/agents must be governed by internal safety and security rules. The basic principle of these rules is to identify all persons entering the Partner's premises with the Partner's right not to grant the right to enter the premises, or to ban a person from the premises if these rules are not observed. As part of ongoing security measures, the Partner may also restrict the Provider's activities for a short time. The Provider's staff must be demonstrably acquainted with the basic

security rules of the Partner (in the form of a document "Declaration / Advice") before entering the Partner's premises. In the case of longer-term activities in the Partner's premises, the Provider's employees/agents will be issued an entry identification card stating the name and photograph of the holder and the name of the Provider, which the holders are obliged to visibly wear during the entire activity in the building. The Provider and Providers' employees/agents must endure the fact that work activities can be monitored by CCTV.

- c) The Provider undertakes to submit to the Partner no later than 5 working days prior to the commencement of the activities according to this Agreement, a list of Providers' employees/agents persons including the designation of an employee who is the contact person for Partner's security personnel (hereinafter referred to as "the Provider's responsible employee"). The Provider shall include in the list of persons the name, surname and number of the identity card or passport. The Partner shall approve the list of persons within 2 working days from the date of its delivery. Otherwise, the Provider is obliged to modify this list according to the Partner's requirements. The Provider is obliged to ensure an update of that list.
- d) The Provider and Providers' employees/agents must attend and to meet the instruction to observe the protective and security measures in the Partner's premises during their stay in the Partner's premises, in the form of signing the "Declaration / Information" for information protection, occupational health and safety, fire protection and environmental protection. The Provider is responsible for OHS and observance of fire protection regulations when performing the subject of this Agreement.
- e) The Provider and Providers' employees/agents must fulfil hygienic and safe working conditions complying with EU standards.

#### 4. The Providers' employees/agents are in particular:

- a) authorized to enter only those premises in the Partner's premises, which will be agreed between the representatives authorized to negotiate in factual and technical matters of both Parties; the Provider's employees are entitled to enter the security regime zone of the Partner's premises (hereinafter referred to as "**BRZ**") only on the basis of an entry identification card authorized to enter the BRZ and accompanied by the responsible employee of the Partner.
- b) obliged to visibly wear entrance identification cards and wear yellow reflective vest and a valid identity card throughout their presence in the Partner's premises; If they do not provide their issued identification card, they will not be allowed into the Partner's premises. After completion of activities, the Provider is obliged to return all entrance identification cards, vests and other security accessories obtained from the Partner. In case of loss, damage or non-return of the entrance identification card, the Provider is obliged to pay compensation for the incurred damage in the amount of the purchase price for each entrance identification card.

- c) obliged to immediately inform Security Control Room (SCR) in case of identification card loss.
  - d) obliged to refrain from collecting any production-related data, both on data carriers and in writing.
  - e) obliged to refrain using cameras and mobiles in BRZ, with the exception of necessary work performance under the supervision of a responsible STC person.
  - f) obliged to obey the instructions of Partner's security personnel (SCR).
5. The Provider declares that all parts of the Solution will be manufactured in accordance with applicable EU directives and regulations related to the Provider's performance, and the Provider will comply with the legal regulations applicable to the Partner regarding safety and health protection at work, fire protection and environmental protection, including ecological waste disposal, provided that the Provider's technicians are familiar with these regulations by the Partner.
6. The Partner shall take the necessary measures to protect persons and objects at the place of performance of the subject of this Agreement. The Provider's responsible employee is obliged to report to the security staff (SCR) of the Partner the breach of security rules or defects in the entry and security Solutions. In the event of a serious breach of the security regulations by the Provider's employee, the Partner may refuse to continue to participate in the performance of this Agreement and refuse access to its premises.
7. If the Provider delivers any kind of chemical substances and preparations together with the Solution, the Provider is obligated to provide the Partner beforehand, but no later than on the installation date of the Solution, with the copies of the given safety data sheets in English language.

## **IX. 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 Agreement 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 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 access 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 Sb., 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 Agreement. Information designated by the Contracting Parties as a trade secret shall not be published in the Register of Contracts within the meaning of Article XI paragraph 11 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 Partner at the latest before the publishing the Contract in the Register of contracts.
12. In the case of violation of the obligations resulting paragraph 1, 2, 4, 5 or 11 hereof, is the Party in breach of duty obliged to pay a contractual penalty to the

Client in the amount of EUR 8 000 each discovered case of violation of these obligations.

## **X. DURATION OF THE AGREEMENT**

1. This Agreement comes into force on the day it is signed by both Parties and takes effect on day of its publication in the Register of Contract.
2. This Agreement is concluded for a definite period of time, namely for period of 36 months from the signing of the Acceptance protocol.
3. This Agreement shall terminate:
  - a) with the lapse of the period of time stated in the par. 2 of this Article;
  - b) reaching the total cumulative costs to the Provider in the amount of 75 000 EUR.
  - c) by written agreement of the Parties;
  - d) after 12 months after signing of Acceptance protocol by written notice of termination by any Party, under the condition set out in par.6 of this Article;
  - e) by withdrawal from this Agreement in the cases given in this Agreement or in the event of a material breach by either Party; whereas the Parties consider a material breach of the Agreement to be in particular the cases pursuant to paragraph 4 of this Article and furthermore, in cases expressly specified in the Agreement.
4. The Parties agree that they consider the following cases in particular the material breach of the Agreement:
  - a) a failure to meet the Technical specification of the Solution stated in the Annex No. 1 to this Agreement or the Solution is not possible to use in accordance with the purpose of the Agreement;
  - b) the lack of readiness of the Solution with regards to regular operation and handover to the Client within 2 months after futile lapse of the given period due to reasons attributable to the Provider or it does not fulfil the declared technical parameters;
  - c) three unsuccessful SATs were performed, and the Partner refused to accept the Solution;

- d) the Solution is provided with defects that are not removable or defects, the removal of which would bring about excessive costs, or the time required for their removal would be disproportionate to the Partner's needs;
  - e) if the Solution is out of service more than 6 months due to the non-performance of the Provider;
  - f) if the Provider's statements referred to Article VII paragraph 6, 7 or 8 hereof prove to be false;
  - g) if the Partner is in delay with payment of a duly issued tax document (invoice) more than 2 month from its maturity.
5. The written notice of withdrawal from this Agreement shall take effect on the day the written notice of withdrawal is delivered to the other Party. The notice of withdrawal from this Agreement must be sent by postal service provider or certified courier. The material breaches the withdrawal from this Agreement shall not terminate the relationship from the commencement.
6. After the termination of the Guarantee period, the Parties are entitled to terminate this Agreement without giving any reason since. The period of notice shall be 6 calendar months and shall commence on the first day of the calendar month following the delivery of the written notice to the other Party and shall terminate on the last day of the relevant calendar month. The notice of termination must be sent by postal service provider or certified courier to the registered office of the other party. The Parties agree that during the period of notice they are obliged to fulfil their obligations under this Agreement.
7. After the termination of the Agreement, and no later than 10 days after the termination, the Parties agree on the terms of return, taking into account the condition of the hardware components of the Solution, with the costs of deinstallation and transport of the hardware Solution components back to the provider shall being borne by the Provider. The Partner is obliged to return the hardware components of the Solution to the extent that were provided to him and in a condition corresponding to normal wear and tear, taking into account the actual period of use.

## **XI.**

### **FINAL PROVISIONS**

1. The Parties undertake to inform each other immediately of any facts which may cause any financial or other detriment in the implementation of this Agreement.
2. This Agreement does not constitute and shall not be construed to constitute the formation of a joint venture, partnership or other form of business association between the Parties, nor shall it be construed as their negotiation of a future



Agreement, nor shall it be construed as the negotiation of such an Agreement that is so far advanced that its conclusion appears highly probable.

3. The Contracting Parties declare, by entering into a contractual relationship under this Agreement, it shall not create any rights, claims or preferences that would affect the Provider's equal status vis-à-vis other providers at any time in the future for performance in relation to the Partner under public contracts the content of which would be similar or comparable to the content of the Project.
4. The Provider hereby declares that compliance with 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 that the Partner becomes aware in a reliable and verifiable manner that the Provider has violated or violate Rights, and the Provider despite a prior written notice of the Partner continues to violate generally accepted Rights or fails to remedy, the Partner has the right to withdraw from this Agreement pursuant to Article X hereof.
5. The Agreement may not be assigned or transferred in any manner without the prior written consent of the other Party.
6. The present Agreement shall be equally binding for the respective legal successors of the Contracting Parties.
7. The Provider warrants to the Partner that any fulfilment under this Agreement is not encumbered by third party rights.
8. 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 listed in this Contract or identification data of the Parties, which may be addressed by means of an official letter.
9. This Agreement is governed by the laws of the Czech Republic, especially the Civil Code. The Parties undertake to exert every effort to resolve any mutual disputes resulting from this Agreement. 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 Parties have agreed that the competent court for judgement of the disputes arising between them under this Agreement is the general court according to the STC's registered seat.
10. For the application of the time limits and the designation of which days are considered as working days and the time limits calculated as working days in the Contract, the regulation is governed by the rules observed in the Client's country, or such days are set in accordance with the Act No. 245/2000 Sb., Act on National Holidays, other Public Holidays, Important Days and Public Holidays as amended. In addition to public holidays and days off according to the above-mentioned Czech legislation, public holidays and days off in

Germany are also considered as non-working days according to the agreement of the Parties.

11. The Parties take into consideration that this Agreement shall be published in the Register of Agreements pursuant to Act No. 340/2015 Coll., laying down special conditions for the effectiveness of certain Agreements, the disclosure of these Agreements and the register of Agreements (the Register of Agreements Act), as amended, if it is not a trade secret within the meaning of § 504 of Civil Code, whereby the Parties have agreed that they consider the agreement on the Technical specification of the Solution to be a trade secret. The publication shall be arranged by the STC.
12. The Contract shall be drawn up for the purpose of signing in electronic form in 1 (one) copy in English with electronic signatures of both parties in accordance with Act No. 297/2016 Sb., on trust services for electronic transactions, as amended; or for the purpose of signing the Contract in paper form in 2 (two) copies in English with the validity of the original, of which each party shall receive one copy.
13. The Parties declare they agree with the content hereof and this Agreement 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.

*Annex No. 1 – Technical specification*

*Annex No. 2 - Acceptance protocol - template*

For STC:

In Prague, on .....

For Zeiser:

In ....., on .....

---

**Tomáš Hebelka, MSc**

Chief Executive Officer

Státní tiskárna cenin, s. p.

---

**Thorsten Tritschler,**

Chief Executive Officer

Zeiser, GmbH