



**STC**

# **FRAMEWORK AGREEMENT FOR THE SUPPLY OF DATA PAGES BODIES FOR TRAVEL DOCUMENTS**

registered by the Buyer under No. 107/OS/2024

registered by the Seller under No. ---

(hereinafter referred to as "the Framework Agreement")

**made pursuant to the provision of Section 29 para. 1 point b) of the Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as the "PPA")**

**and**

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

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 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: 200210010/2700

IBAN: CZ44 2700 0000 0002 0021 0010

SWIFT: BACX CZPP

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

and

**Thales DIS France SAS**

with its registered office at 6 Rue de la Verrerie, 92190 Meudon, France

entered in the Trade and Company Register administered by Nanterre Economic Activity Court Registry

Company Reg. No: 844 687 749 RCS Nanterre

Tax Identification No.: FR48844687749  
Represented by: **Jiří Sedláček**, Sales Manager and **Miroslav Ohnút**,  
VP Sales manager – Central and Eastern Europe  
Bank details: XXX  
Account number: XXX  
IBAN: XXX  
SWIFT: XXX  
(hereinafter the "**Seller**")

(the "Buyer" and the "Seller" hereinafter collectively referred to as the "**Parties**" or "**Contracting Parties**")

**Representatives authorized to negotiate in contractual and economic matters:**

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

On behalf of the Seller: **XXX, XXX**  
**XXX, XXX**

**Representatives authorized to negotiate in factual and technical matters:**

On behalf of the Buyer: **XXX, XXX**  
e-mail: XXX  
tel.: XXX

**XXX, XXX**  
e-mail: XXX  
tel.: XXX

**XXX, XXX**  
e-mail: XXX  
tel.: XXX

On behalf of the Seller: **XXX, XXX**  
e-mail: XXX  
tel.: XXX

**XXX, XXX**  
e-mail: XXX  
tel.: XXX

**Representatives authorized to negotiate in security matters:**

On behalf of the Buyer:     **XXX, XXX**  
  e-mail: XXX  
  tel.: XXX

On behalf of the Seller:     **XXX, XXX**  
  e-mail: XXX  
  tel.: XXX

**XXX, XXX**  
e-mail: XXX  
tel.: XXX

**I. INTRODUCTORY PROVISIONS**

1. This Framework Agreement is concluded on the basis of the results of a public tender within the meaning of Section 29 para. 1 point b) of the PPA, which is entitled "*Supply of the Data Pages Bodies for Travel Documents with Biometric Components*" (hereinafter referred to as the "**Selection Procedure**"). The basis for this Framework Agreement is also the Seller's tender for the Selection Procedure, the content of which is known to the Parties (hereinafter referred to as the "**Tender**").
2. When interpreting the content of this Framework Agreement, the Parties are obliged to take into account the tender conditions and the purpose related to the Selection Procedure. The provisions of laws and regulations on interpretation of legal conduct are not affected by this.
3. This Framework Agreement regulates the method for conclusion of individual partial contracts, conditions for execution of individual deliveries on the part of the Seller, as well as other rights and obligations of the Parties related to the realisation of the individual partial contracts concluded hereunder.

**II. SUBJECT MATTER OF THE FRAMEWORK AGREEMENT**

1. The subject matter of this Framework Agreement is the obligation of the Seller to provide to the Buyer data pages bodies (hereinafter the "**data page**" only) for travel documents with biometric components of the Czech Republic (hereinafter the "**e-passport**" only) in five versions:
  - a. Passport

- b. Alien's passport
- c. Refugee's travel document
- d. Diplomatic passport
- e. Service passport

in accordance with Technical specification stated in the Annex No. 1 to this Framework Agreement.

2. The subject of this Framework Agreement also includes a delivery of an enhanced version of the data page, which offers additional features that strengthen data protection (hereinafter the "**enhanced data page**", this designation is explicitly used in the event that the contractual or technical conditions of the enhanced data page differ from the data page, otherwise the provisions in which data pages are discussed shall also apply to the enhanced data pages). The technical specification of this enhanced data page will be contained in Annex No. 2 to this Framework Agreement which will be drawn up by the Contracting Parties after the conclusion of this Framework Agreement in accordance with the procedure set out in paragraph 5 of this Article. The Buyer states that the preparation of the enhanced data page is still ongoing at the time of conclusion of this Framework Agreement, and he anticipates the introduction of e-passport with enhanced data page by 1.1.2027. The Contracting Parties have agreed that the obligation of the Seller to deliver enhanced data page shall arise on the basis of the Buyer's Invitation, which must be delivered to the Seller's e-mail address XXX at least 105 working days before the Buyer's requested date for first delivery of the enhanced data pages.
3. To start producing the enhanced data pages, at least the following steps must be completed (in the listed order):
  - a. enhanced data page design approval in accordance with paragraph 5 of thi Article;
  - b. successful sample SET 1 testing to the extent specified in paragraph 14 and 15 of this Article;
  - c. submission of required documents specified in paragraph 18 of this Article; and
  - d. successful sample SET 2 testing = PILOT SAMPLES approval to the extent specified in paragraph 16 and 17 of this Article.
4. The data pages of e-passports will be produced in compliance with the draft design elaborated by the Buyer and approved with the Seller. The data page is intended for the production of one piece of travel document and will be delivered in semi-finished product - double-production (i.e. two data pages on one piece of polycarbonate sheet).
5. The Contracting Parties agreed upon that the design of enhanced data pages

of e-passports will be elaborated by the Buyer and Seller and approved by the Buyer after the conclusion of this Framework Agreement and before the Buyer's Invitation in the sense of paragraph 2 of this article. After the enhanced data page design approval, the Contracting Parties will finalize the technical specification of the enhanced data page in Annex No. 2 to this Framework Agreement in the form of an amendment.

6. The Buyer undertakes to accept the data pages, duly delivered as regards the required quantity, type, design and quality of the data pages in accordance with the data page's and enhanced data page's Technical specifications set out in Annex No.1 and Annex No. 2 to this Framework Agreement, and pay for the data pages the price specified under Article V hereof.
7. The data pages shall be produced and supplied in accordance with the Technical specification which is divided into:
  - a. the non-classified part which is set out in Annex No. 1, which forms an integral part of this Framework Agreement, and
  - b. the separate part which contains classified information in secrecy level "RESTRICTED" ("VYHRAZENÉ") and which is an integral part of the overall Technical specification. The classified part of Technical specification of data page is established and registered with the Buyer under No. XXX pursuant to Act No. 412/2005 Coll., on protection of classified information and security eligibility, as amended.
8. The enhanced data pages shall be produced and supplied in accordance with the Technical specification which is divided into:
  - a. the non-classified part which is set out in Annex No. 2, which will form an integral part of this Framework Agreement after its finalization in accordance with paragraph 5 of this Article, and
  - b. the separate part which contains classified information in secrecy level "CONFIDENTIAL" ("DŮVĚRNÉ") and which is an integral part of the overall Technical specification. The classified part of Technical specification of enhanced data page is established and registered with the Buyer under No. XXX pursuant to Act No. 412/2005 Coll., on protection of classified information and security eligibility, as amended.
9. The part of Technical specification containing classified information (Art. II para. 7 point b) and para. 8 point b) hereof) was provided to the Seller before the tender price was determined by the Seller within the Selection Procedure.
10. The Seller declares by concluding this Framework Agreement that it has and for a duration of the Framework Agreement shall have established security to assure protection of classified information on the confidentiality level

“CONFIDENTIAL” (“DŮVĚRNÉ”) or higher. The Seller undertakes to maintain in force for the entire period of validity and effectiveness of this Framework Agreement the authorization to handle classified information on the minimal confidentiality level “CONFIDENTIAL” (“DŮVĚRNÉ”), which will be proven in the form pursuant to Art. 10.3 of the Invitation to Submit a Tender. The Seller is obliged to notify the Buyer any changes of the established authorization without delay. The breach of any obligation stated in this provision constitutes a substantial breach of this Framework Agreement under Article XV Paragraph 4 hereof.

11. The Seller is obliged to comply with the relevant legal norms concerning the handling of classified information during the performance of this Framework Agreement. The Seller is also obliged to comply with the Security instructions set out in Annex No. 4 to this Framework Agreement (hereinafter referred to as the "**Security instructions**"). The breach of any obligation stated in this provision constitutes a substantial breach of Framework Agreement under Article XV Paragraph 4 of this Framework Agreement.
12. The Seller undertakes to ensure that the obligations referred to the preceding Paragraphs 10 and 11 of this Article shall also apply to any entity, which shall be participating within the performance of the subject matter of this Framework Agreement (i.e. subcontractors), that means in particular to secure protection of classified information and to maintain in force for the entire period of validity and effectiveness of this Framework Agreement the authorization to handle classified information on the minimal confidentiality level “CONFIDENTIAL” (“DŮVĚRNÉ”), which will be proven in the form pursuant to Art. 10.3 of the Invitation to Submit a Tender. The Seller is obliged to notify the Buyer about any changes of the established authorization of the subcontractor without any delay. The Seller is obliged to secure cooperation on the subcontractor side. The breach of any obligation stated in this provision constitutes a substantial breach of Framework Agreement pursuant to Article XIII Paragraph 4 hereof.
13. The specific initialisation of the data pages software (hereinafter referred to as the "**the Key ceremony**") is described in classified part of Technical specification according to the Paragraph 7 Point b) and Paragraph 8 Point b) of this Article and in the non-classified Annex No. 1 and Annex No. 2 to this Framework Agreement, which is known to both Contracting Parties.
14. The correctness of the laser personalization set up for production of enhanced data page will be verified by **sample SET 1 testing**, which will take place after the approval of the printing inks by the Contracting Parties.
15. For the purposes of the sample SET 1 testing, the Seller is obliged to deliver 50 pcs enhanced data page two-ups (= 100 pcs enhanced data pages) immediately after the approval of the printing inks by the Contracting Parties. A

protocol will be signed by the Contracting Parties on the successful completion of Sample SET 1 testing (= approval).

16. The correctness of the whole passport production process including personalization of the enhanced data page final set up will be verified by **sample SET 2 / PILOT SAMPLET testing**.
17. For the purposes of the sample SET 2 / PILOT SAMPLES testing, the Seller is obliged to **deliver 100 pcs enhanced data page two-ups** (= 200 pcs enhanced data pages). A protocol will be signed by the Contracting Parties on the successful completion of Sample SET 2 / PILOT SAMPLES testing (=approval).
18. Before the sample SET 2 / PILOT SAMPLES testing the Seller is obliged to deliver to the Buyer following documentation for enhanced data page:
  - a. QUALITY report, i. e. reliability test report which describes the durability tests of enhanced data page manufactured by the Seller carried out according to XXX and according to XXX: XXX
  - b. defect catalogue for enhanced data page;
  - c. control films; and
  - d. an actualization of Annex No. 6 of this Framework Agreement taking into account the specifics of AQL testing of enhanced data page and approved by both Contracting Parties.
19. For the effective management of the preparation of production of enhanced data page, the Contracting Parties can jointly create a Time schedule of individual steps necessary to start the production of enhanced data pages. The deadlines set for the Contracting Parties in thus created Time schedule are binding for the Contracting Parties.
20. All supplies of the data pages shall take place according to the Buyer's needs in line with the written orders, each one of which constitutes a proposal to conclude a partial contract (hereinafter as an "**order**"), and confirmations, which constitute the acceptance of the proposal to conclude a partial contract (hereinafter as a "**partial contract**"). A partial contract shall be deemed to have been entered into once the Buyer receives confirmation of an order from the Seller, confirming the order without reservations.

### **III. ORDERS**

1. As a minimum requirement, an order shall contain the following details:
  - a. Seller's and Buyer's identification data;

- b. detailed specification of the data pages, including the quantity of the data pages to be delivered;
- c. other requirements for the data pages;
- d. detailed delivery conditions, especially the delivery term and place of delivery;
- e. the designation of the person placing the order, who is authorised to act on behalf of the Buyer.

In case of doubt the Seller must ask the Buyer for additional information. If the Seller fails to do so, it is understood that the instructions are sufficient for the Seller, and no such reason may release the Seller from any liability for failure to perform an order in due manner and time.

- 2. The order shall be sent to the Seller electronically to the Seller's e-mail address XXX.
- 3. The Seller is obliged to confirm the receipt of this partial order in writing within 5 working days of receiving the order to the Buyer's e-mail address [purchasing@stc.cz](mailto:purchasing@stc.cz) and to the e-mail address of the Buyer from which the Seller received the order. As a minimum requirement, confirmation of an order must contain identification data of the Seller and the Buyer, and identification of the order being confirmed.
- 4. The Parties agree that the Seller will respect the supplies of the data pages as requested and will not modify the supplies as to type, volume or finance unless expressly agreed by the Parties.
- 5. The Seller undertakes in the fulfilment of any purchase order to act in accordance with the Tender.
- 6. The Seller takes into consideration that the making of individual orders and the conclusion of individual partial contracts depends only on the discretion and needs of the Buyer, with the exception of the annual minimal binding quantity according to the Article IV Paragraph 1 hereof.
- 7. Individual partial contracts fulfilling the conditions for publication in the Register of Contracts take effect once they are published in the Register of Contracts. Other individual partial contracts take effect on the day it is confirmed by Seller.

#### **IV. DELIVERY TERM AND PLACE OF PERFORMANCE, PACKAGING, TRANSPORT AND DELIVERY CONDITIONS**

1. The Buyer guarantees the minimum purchase of XXX (in XXX) pieces of data pages during the period 15<sup>th</sup> July 2025 – 31<sup>st</sup> December 2035. The Buyer undertakes to order at least the following quantity of data pages for every calendar year of duration of this Framework Agreement (**annual minimal binding quantity**):

**XXX (XXX)** pieces of data pages.

The annual minimal binding quantity for the first and last year of ordering will be proportionally reduced according to the number of months/days in the first and last year from/until the moment when it is possible to order. For the purposes of this paragraph, the moment from which it is possible to order the enhanced data pages for the first year is considered the PILOT SAMPLES approval in accordance with this Framework Agreement. For the purposes of this paragraph, the moment until which it is possible to order for the last year is considered the termination of this Framework Agreement.

2. The Seller is obliged to deliver the data pages to the Buyer no later than **24 weeks from the date when specific partial contract taken effect**, unless the Buyer requires in a particular order a longer period – in which case the Seller undertakes to deliver the data pages within the period stipulated by the Buyer in such order.
3. Each delivery of the data pages shall be accompanied with a Delivery Note and shall be used as the data pages handover protocol. The Delivery Note shall contain:
  - a. Seller's and Buyer's identification data,
  - b. the number and date of issue of the Delivery Note,
  - c. the order number and position/serial number according to the order,
  - d. contract number (if stated in the order),
  - e. material code according to IS in the STC format (if stated in the order),
  - f. the number of the supplied units and unit of measure,
  - g. Item name.
4. The Contracting Parties agreed upon the place of delivery of the data pages under the delivered at place (DAP) INCOTERMS 2020 rules with delivery to the Václav Havel Airport Prague, including packing. The Seller will ensure safe transport of the data pages from its plant to the Václav Havel Prague Airport in accordance with the Buyer's security requirements. The costs will be borne by the Buyer according to Article V Paragraph 4 hereof.

5. During the transport of the data pages the Seller is obliged to take measures to prevent the misappropriation, damaging or misuse of the data pages.
6. The Seller shall notify to the Buyer's e-mail address purchasing@stc.cz at least 14 days before dispatch date the information about day and presumed time of the arrival of the partial delivery to agreed destination point of delivery. The Seller shall notify to the Buyer's e-mail address purchasing@stc.cz at least 7 business days before the dispatching of the data pages from the plant, the name of the carrier, flight number and the exact date of arrival to the agreed destination point of delivery. The Seller shall without undue delay notify the Buyer of any delay in the delivery of the data pages in order for the latter to adapt to the situation.
7. The Buyer is entitled to refuse to take over the data pages if the data pages have defects or are not supplied in the agreed type, quality, quantity, or time.
8. The Buyer is obliged to take over the data pages free of any defects and supplied by the Seller on the basis of and in accordance with this Framework Agreement, and to pay the Seller the price of deliveries of the data pages.
9. The Seller is not entitled to supply a larger quantity of data pages than required by the Buyer in the relevant written order; in the event of supply of a larger quantity of data pages, the partial contract for this surplus is not concluded unless the Buyer approves additionally the acceptance of the surplus to the Seller's e-mail address XXX.
10. The Seller undertakes to prepare all data pages delivered hereunder for transportation and subsequent storage in the manner specified in Paragraph 11, 12 and 13 of this Article to ensure the preservation, protection and quality of the data pages as well as protect the data pages against damage caused by mechanical and weather factors.
11. The data pages in the form of double-production will be packed in paper boxes with plastic infilling, 250 or 200 pieces of double-productions each, marked according to the specification of the Buyer; 4 pieces of paper boxes with plastic infilling will further be placed into plastic transport box marked according to the specification of the Buyer; and the transport boxes will be taped.
12. Each packing (transport box) will be numbered in ascending order and sealed.
13. Each supply of the data pages must arrive with the following set of documents:
  - a. Delivery Note in 3 counterparts,
  - b. Tax document (Invoice),
  - c. Air Waybill,
  - d. Certificates and other documents certifying the quality of each partial delivery.

14. The ownership title to the data pages supplied on the basis of this Framework Agreement shall pass on the Buyer at the moment of takeover of the data pages. The risk of damage to the data pages shall pass to the Buyer at the same moment.

## **V. PRICE**

1. The price for deliveries of data pages or enhanced data pages in **EUR excluding VAT** is determined on the basis of the really realised performance according to a specific partial contract and the unit price for one piece of data page. The unit price for one piece of data page/enhanced data page is:

**For The data page: XXX EUR / piece**

**For The enhanced data page: XXX EUR / piece**

2. All duties and applicable taxes levied by authorities of the Czech Republic shall be borne by the Buyer. If the Seller 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.
3. The prices according to the Paragraph 1 of this Article are maximal and final and include all costs of the Seller for all associated costs and to the production of the data pages (packaging of the data pages etc.).
4. The price of security transport and insurance from Thales Aarau to the Václav Havel Airport Prague in accordance with Article IV Paragraph 4 hereof will be determined and billed separately by the Seller to the actual costs and will be borne by the Buyer.
5. The price of the data pages does not include prospective licence fees related to XXX.
6. The Seller is entitled to increase the unit prices stated in the Article V Paragraph 1 hereof according to the inflation rate, once a year from the date of anniversary of this Framework Agreement (the effective date of the Framework Agreement). For the purposes of this Framework Agreement, the inflation rate means the average inflation rate calculated on the basis of the Harmonised Indices of Consumer Price (HICP) - inflation rate, namely annual "European Union – 27 countries", published by the Eurostat for calendar year before relevant year (hereinafter referred only as „Index“). The price increase is applicable only in case the Index is lower or equal to 2% in absolute terms. In case the Index for relevant period exceeds 2% threshold the price increase in that situation stands

at 2%. Price increase above the 2% can only be done based on the mutual agreement between the Contracting Parties.

An increase of the unit price by the inflation rate pursuant to this Paragraph shall be reflected in this Framework Agreement in the form of an amendment to the Framework Agreement no later than on the date of anniversary of the contract of relevant calendar year. The increase of the unit price according to this Paragraph will be effective for the performance delivered on the basis of orders placed by the Buyer after taking effect of relevant amendment of this Framework Agreement. If the Seller decides to apply its entitlement to increase unit price by the inflation rate, the Seller shall deliver to the Buyer a notification of an increase of unit price by the inflation rate no later than 28th February of relevant year and this Seller's notification shall contain details of the calculation of the inflation rate. If the Seller does not apply its entitlement to increase unit price by the inflation rate and does not deliver the notification to the Buyer in the term according to the previous sentence or if the notification does not contain details on the calculation of the inflation rate, the Buyer will not conclude the Amendment.

## **VI. PAYMENT TERMS**

1. The price shall be paid by the Buyer after proper delivery of the data pages on the basis of tax documents (invoices) issued by the Seller. The Seller is obliged to issue and send the tax document (invoice) to the Buyer in accordance with article IV paragraph 14 of this Framework Agreement together with each partial delivery of the data pages.
2. A tax document (invoice) shall contain all the prerequisites of a tax document according to the applicable legal regulations and this Framework Agreement. The tax document (invoice) shall contain the Buyer's number of this Framework Agreement and the Buyer's number of order, if order was issued.
3. The Buyer does not provide the Seller with any advance payments for the price.
4. The maturity period of any tax document (invoice) duly issued by the Seller is 30 calendar days following its issuance date. For the purposes of this Framework Agreement, an invoice shall be deemed paid once the respective amount has been deducted from the Buyer's financial account specified in the header of this Framework Agreement.
5. If a tax document (invoice) issued by the Seller does not contain the necessary formalities or will contain incorrect or incomplete information, the Buyer is entitled to return the tax document (invoice) to the Seller stating the reason for such return, without getting into arrears with payment. The new maturity period

shall commence on the date of delivery of a duly corrected or supplemented tax document (invoice) to the Buyer.

6. The Buyer shall pay the price in accordance with this Framework Agreement and the invoiced tax document (invoice) to the Seller's account number specified on first page of this Framework Agreement. In the event of a change in the account number, an amendment to this Framework Agreement shall be concluded.
7. In case of a defective fulfilment of a partial delivery due to the fault of the Seller, the Buyer must lodge a formal complaint with the seller. Buyer will only hand over the order for the payment of the invoice to the bank at once after the remedy of the defective fulfilment and solution of the complaint according to the Article X Paragraph 5 hereof.
8. If the Seller 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 Seller declares that in the moment of conclusion of the Framework Agreement 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 Seller also declares that in the moment of conclusion of the Framework Agreement there is no decision issued by a tax administrator, that the Seller is an unreliable payer pursuant to Section 106a of the Value Added Tax Act No. 235/2004 Coll., as amended (hereinafter "VATA"). The Seller shall immediately and demonstrably notify Buyer, 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 Seller is an unreliable payer pursuant to Section 106a VATA. In the event that, during the period of validity and effectiveness of the Framework Agreement, the Seller's statements referred to in this Paragraph prove to be false or the Seller violates the obligation to notify the Buyer of the fact stated in the previous sentence within the specified period, this will be considered a substantial breach of the Framework Agreement.
10. The Seller undertakes that the bank account designated by him for the payment of any obligation of the Buyer under this Framework Agreement shall be published and accessible from the date of signing of this Contract until its expiry in accordance with Section 98 VATA, otherwise the Seller is obliged to provide another bank account to the Buyer that is duly published pursuant to Section 98 VATA. In the case Seller has been indicated by a tax administrator as an unreliable taxpayer pursuant to Section 106a VATA, Seller 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 Seller is an unreliable payer

pursuant to Section 106a VATA, notify this to Buyer along with the date on which this circumstance arose.

11. If surety for unpaid VAT arises for the Buyer according to Section 109 VATA on received taxable performance from Seller, or the Buyer justifiably assumes that such facts have occurred or could have occurred, the Buyer is entitled without the consent of Seller to exercise procedure according to the special method for securing tax, i.e. the Buyer is entitled to pay the concerned VAT according to the invoice (tax document) issued by the given Seller 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 revenue authority, the Seller's receivable from Buyer is considered as settled in the amount of the paid VAT regardless of other provisions of the Framework Agreement. At the same time, Buyer shall be bound to notify the respective Seller of such payment in writing immediately upon its execution.
13. The Seller is not authorised, without prior consent of the Buyer, to set-off any of its receivables from the Buyer with any of the Buyer's receivables from the Seller or assign any of its rights and receivables from the Buyer to a third party.
14. The Seller agrees that it shall in no way burden its claims against the Buyer under the partial contract or in connection with a lien in favour of a third party.

## **VII. TAKEOVER OF DELIVERY**

1. The Buyer's taking over of a partial delivery is dependent on the results of the AQL tests for such partial delivery, which is performed by the Buyer according to the agreed AQL conditions, which are formulated in Annex No. 6 to this Framework Agreement. Such AQL tests shall be performed by Buyer within 10 working days after receipt of a partial delivery in accordance with this Article. A partial delivery will consist of tranches as specified below. The Buyer may conduct the AQL testing on a tranche-by-tranche basis accordingly. In such event the below provisions of paragraph 2 through 4 of this Article shall apply.
2. For the purposes of this Framework Agreement, the term "tranche" refers to the quantity of data pages as specified by the Seller.
3. In the event that an individual tranche successfully passes the AQL test such tranche shall be deemed accepted and delivery taken according to the AQL protocol.
4. In the event that a tranche does demonstrably not successfully pass the AQL test, the Buyer will inform the Seller without delay of the results of the AQL test. The Buyer will initiate a complaint, and, on the basis of a subsequent agreement between both Contracting Parties, a decision will be made as follows, either:

- a. to return the unaccepted tranche to the Seller; or
  - b. to have the unaccepted tranche checked and resorted by the Seller on the Buyer's premises; or
  - c. to have the defective data pages sorted out by the Buyer in return for compensation after the completing of 100% quality check of the relevant tranche. Based on the written request of the Seller the Buyer agrees to send samples of the defectives data pages to the Seller. The price of transport of the requested samples of defectives data pages will be borne by the Seller.
5. The Buyer requires the Seller to perform 100% machine output inspection of the supplied data pages. The Buyer is entitled to verify the performance of this inspection at the Seller's production plant at any time during the duration of this Framework Agreement.

#### **VIII. LIABILITY FOR DEFECTS, WARRANTY AND COMPLAINTS**

1. The period of warranty of the data page is 11 years from the date of takeover of the relevant partial delivery by the Buyer. Termination of the Framework Agreement does not release the Seller from its warranty obligations of the data pages delivered prior to the date of termination of the Framework Agreement.
2. The warranty of the data page is subject to the normal use which is defined by the Seller in Annex No. 3 to this Framework Agreement and has been mutually agreed by both of the Contracting Parties.
3. The Seller is responsible for the due performance of the data pages, especially for the observance of the technical specification according to Technical specification in Annex No. 1 or Annex No. 2 to this Framework Agreement, its functionality for the purpose for which it is intended, and for the quantity of the data pages specified in the individual orders. Serving as the basis for the assessment of defects will be the existing verification template and the existing catalogues of defects (limits catalogue), which are approved by both Contracting Parties and is binding for both Contracting Parties.
4. If the data page is sewn into the passport booklet, the Buyer cannot lodge a complaint about a defect consisting of scratches.
5. The claims of the defects of the data pages will be solved by:
  - a. delivery of the missing quantity of the data pages, or
  - b. replacement of the defective data page with a faultless one, or
  - c. the reduction or returning of the purchase price,

- d. if a complaint regarding a data page in a finished passport booklet is accepted according to the specification in the “monthly“ and following “quarterly claim sheet” applicable to the claimed data pages, the compensation of the actual costs for producing the passport booklet will be in the form of substitute performance.

The way of solution of the claim has to be mutually agreed by both Contracting parties.

6. When settling the claim, the Contracting Parties shall take into the consideration all facts having an influence on the feasibility of the contractual duties incumbent on the Contracting Party concerned, particularly taking into consideration the Buyer’s duty to deliver the agreed volume of travel documents to the Ministry of Interior of the Czech Republic.
7. Once a month, the Seller shall receive from the Buyer a report specifying the number of passport booklets with defects due to Seller’s fault and as specified in Annex No. 6 to this Framework Agreement. If requested by the Seller, the Buyer shall provide the defective passport booklet for the time period necessary to perform counter analysis by the Seller. Both Contracting Parties shall mutually confirm this status as soon as possible. Each quarter, these monthly reports will be used to perform an evaluation of the number of defective passport booklets. Once the results are approved by both Contracting Parties, the complaint will be solved according to the paragraph 5 of this Article. In case of the delivery of the substitute fulfilment, the date of the delivery needs to be mutually agreed between both Contracting Parties.
8. The term for discharging the complaint is subject to mutual agreement as set forth in the preceding paragraph 6 and amounts 30 (thirty) calendar days from its receipt by the Seller. The costs of the replacement of the defective data pages with a faultless one and/or the costs of delivery of the missing quantity of the data pages are borne by the Seller.
9. The way in which a remedy according to paragraph 5 of this Article will be handled will be agreed during the next deliveries or on the basis of a separate written agreement between the Contracting Parties.

## **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 Framework 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 (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 Framework Agreement.

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 Framework Agreement 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 Framework Agreement. Text designated by the Contracting Parties as a trade secret shall not be published in the Register of Contracts within the meaning of Article XIV Paragraph 8 hereof. The

Contracting Parties expressly designate as trade secrets within the meaning of Section 504 of the Civil Code the unit prices specified in Article V Paragraph 1 and the Technical Specification specified in Annex No. 1 and Annex No. 2 to this Framework Agreement, unless they agree otherwise.

## **X. SPECIAL PROVISIONS, OTHER RIGHTS, OBLIGATION OF PARTIES AND LIMITATION OF LIABILITY**

1. For the entire period of validity and effectiveness of this Framework Agreement, the Seller is obliged to maintain valid a liability insurance contract for damages caused to third parties for the minimum amount of EUR 1 600 000 at the request of the Buyer, the Seller is obliged to submit a copy of the insurance contract (insurance certificate) proving the required insurance at any time, no later than 10 calendar days from the receipt of such a request by the Buyer.
2. The Seller is entitled to perform this Framework Agreement or part thereof through its subcontractor(s). In the case that the Seller uses a subcontractor within the meaning of the previous sentence,
  - a. the Seller remains responsible for fulfilment the subject of this Framework Agreement as if he performed it itself,
  - b. was obliged to submit to the Buyer (Contracting Authority) the List of subcontractors according to the Tender Documentation and under the conditions specified in the Invitation to Submit a Tender,
  - c. in the case of a change in the List of subcontractors (e.g. different scope of performance, change of subcontractor, new subcontractor), the Seller is obliged to notify such change to the Buyer without undue delay, but no later than within 10 working days of such change. The Seller is entitled to change qualifying subcontractors only if the Seller 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 Seller is obliged to ensure proper and timely fulfilment of financial obligations to its subcontractors for the entire period of performance of this Framework Agreement, while full and timely fulfilment is considered full payment of invoices issued by the subcontractor for performances provided for this Framework Agreement, no later than 30 days after receipt of payment from the Buyer for specific fulfilled partial contract.

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

3. If the Seller at the time of signature of this Framework Agreement proves implementation of security processes to ensure the production security integrity (transport incl.) within the performance of the subject matter of this Framework Agreement through the certificate “ISO 14298 Management of security printing processes” or “INTERGRAF 15374 Security management system for suppliers to the security printing industry”, the Seller shall ensure certificate validity for the entire duration of this Framework Agreement. The Seller is obliged to notify the Buyer of any changes or end of validity of this certificate without delay. In the event of end of validity of this certificate the Seller is obliged to ensure immediate compliance with the obligation under Paragraph 4 and 5 of this Article and fulfilment of the obligations and requirements of the security audit pursuant to Annex No. 5 to Framework Agreement (hereinafter referred to as the "**Security Audit**").
4. If the Seller at the time of signature of this Framework Agreement does not prove implementation of security processes to ensure the production security integrity (transport incl.) within the performance of the subject matter of the Framework Agreement through the certificate “ISO 14298 Management of security printing processes” or “INTERGRAF 15374 Security management system for suppliers to the security printing industry”, the Contracting parties mutually declare that the Security Audit was conducted before the signing of this Framework Agreement. The Security Audit will then be organized by the Buyer at regular three-year intervals.
5. The Seller is obliged to immediately inform the Buyer of any changes or termination of the certificate pursuant to Paragraph 3 of this Article or of any changes concerning changes in safety standards or rules according to the requirement No. 5 set out in the Annex No. 5 to this Framework Agreement or changes in security systems on the part of the Seller such as changes in the security system, or any other changes in the safety of buildings or building modifications or alterations to buildings, etc. In such a case, the Buyer may request to perform without undue delay an extraordinary Security audit to the extend specified in Annex No. 5 to this Framework Agreement, i.e. thus outside regular three-year intervals.
6. For the fulfilment of purpose the preceding provisions sense of the Seller acknowledges and agrees that the Buyer will conduct the Security audit (or extraordinary Security audit) at the facility intended for the performance of the subject matter of this Framework Agreement, therefore requires the Seller's assistance, by enabling access to these facility, or verification of specific processes or make available the necessary documentation by remote access. A more detailed description of the requirements of the Security audit is set out in Annex No. 5 which is integral part of this Framework Agreement.

7. Breach of the Seller's obligation to allow or secure the Security Audit to be performed in accordance with Annex No. 5 to this Framework Agreement (including the extraordinary Security Audit pursuant to Paragraph 5 of this Article), or the fact that requirements of Security Audit have not been met and thus failed to demonstrate sufficient implementation of security processes, constitutes a substantial breach of this Framework Agreement in accordance with Article XIII Paragraph 4 of this Framework Agreement.
8. The Seller at the time of signature of this Framework Agreement proves implementation of quality management system to ensure the production quality management within the performance of the subject matter of the Framework Agreement through the ISO 9001 certificate - Quality Management System, or other similar document in accordance with the Tender Documentation for the entire period of validity and effectiveness of this Framework Agreement. At the request of the Buyer, the Seller is obliged to prove the fulfilment of this obligation at any time, no later than 10 calendar days from the delivery of such a request of the Seller.
9. Breach of this Seller's obligation to maintain the validity of the ISO 9001 certificate, or other similar document in accordance with the Tender Documentation, for the entire period of validity and effectiveness of this Framework Agreement, or the fact that the Seller has not proved ensuring of this certificate or other similar document in accordance with the Tender Documentation at the Buyer's request pursuant to this Paragraph constitutes a substantial breach of this Framework Agreement pursuant to Article XIII Paragraph 4 of this Framework Agreement.
10. For the avoidance of any doubt, the Buyer states that the adjustment and obligations set out in Paragraphs from 3 to 9 of this Article apply to any entity, which shall be participating within the performance of the subject matter of this Framework Agreement as subcontractor/s of the Seller and the Seller remains responsible for fulfilment of these obligations and the Seller is required to assure cooperation on the subcontractor/s side.
11. The Buyer declares its intention to use the data pages, which it acquires ownership under this Framework Agreement, for its production of e-passports, while the data pages under this Framework Agreement will always be part of the Buyer's product. The Buyer undertakes not to sell the data pages, which it acquires ownership under this Framework Agreement, to third parties. The Buyer is entitled to sell to third parties only such data pages that will be part of its products.
12. For the avoidance of any doubt, Seller states that the performance of this Framework Agreement shall not affect or unduly infringe the rights of third parties, in particular copyrights, trademark, patent and other intellectual

property or other industrial property rights associated with the delivered performance, and such performance is not provided without the knowledge and permission of such entities or authors, especially that the performance of this Framework Agreement is not an unauthorized or illegal use. In the event that a third party asserts a justified claim against Buyer on the grounds that the data pages provided by Seller infringe industrial property rights or copyrights, Seller shall be liable to Buyer as follows:

- a. Seller shall, at its expense, secure for Buyer a right to use the data pages. In the event that this is not possible on financially reasonable terms, Seller shall, at its discretion, either modify the data pages in such a way that the property right is not infringed, or supply a data pages that do not infringe the property right, or take the data pages back and refund the purchase price paid to Seller with respect thereto.
- b. Seller's obligations as stated in this Paragraph 12 point a) above shall apply only on condition that Buyer notifies Seller immediately in writing of any claim lodged on the grounds of infringement of property rights, does not acknowledge any infringement and conducts or settles any disputes, including settlements made out of court, only by agreement with Seller.

13. 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.

14. 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.

15. As a person authorized to act in the name of or for the Seller, hereby declare on my honour in compliance with the Article 5k of the Council Regulation (EU) No. 2022/576 of 8 April 2022, by which the Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, was amended, that the Seller is not:
  - a. a Russian national, or a natural or legal person, entity or body established in Russia;
  - b. a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (a) of this paragraph;
  - c. a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b) of this paragraph.
16. As a person authorized to act in the name of or for the Seller, hereby declare on my honour, that the Seller does and shall not account for more than 10 % of contract value of this Framework Agreement, subcontractors, suppliers or entities, referred to in the Paragraph 15 point. a) or b) or c) of this Article whose capacities are being relied on within the meaning of the public procurement legislation.
17. If, during the validity and effectiveness of this Framework Agreement, the conditions specified in Paragraph 13, 14, 15 or 16 of this Article are not complied with or should not be complied with, the Seller undertakes to inform the Buyer of this fact in writing without any delay, from the moment it becomes aware of this change in circumstances.
18. For the entire period of validity and effectiveness of this Framework Agreement, the Seller is obliged to survey any evolution in Certification, which is specified in detail in the Annex No. 1 or Annex No. 2 to this Framework Agreement, and for propose to the Buyer migration to a new certified contactless chip module if necessary during the whole duration of this Framework Agreement. The Seller is obliged to prove the fulfilment of the obligations stated in the previous sentence without delay, but at the latest upon delivery of the first partial delivery of data pages which will be certificated according to the previous sentence.
19. In the event that the Seller fails to fulfil any obligation specified in Article X Paragraph 18 hereof, the Buyer is entitled to withdraw from relevant partial contract or from this Framework Agreement. In such case all resulting costs shall be borne by the Seller. The written notice of withdrawal shall be in accordance with Article XIV Paragraph 6 hereof.

20. In no event shall Seller's total cumulative liability resulting from the performance, bad performance or non-performance of its contractual obligations under this Framework Agreement, for whatever reason, exceed in aggregate the total sums of partial contracts which took effect during the last twelve (12) months preceding the application of the claim for damages by the Buyer (hereinafter referred to as the "**Seller's total cumulative liability**"). In the event of the application of the claim under the previous sentence less than twelve (12) months after taking effect of first partial contract, the Contracting Parties stipulate that the Seller's total cumulative liability shall not exceed the amount of 3 085 500 EUR.
21. The Contracting Parties declare that they do not act unlawfully or that their conduct does not fulfil the body of the crime or administrative delict and that they comply with their relevant national laws.
22. Whether directly or via third parties, neither Contracting Party shall propose to any person, or shall accept from any person, any offer, promise, donation, gift or benefit of any kind which would be linked to a misuse that would be made by that person, or that has already been made by that person, of his/her real or supposed influence with a view to obtaining, for itself or for others, a distinction, a job, a contract or any other favourable decision.
23. Neither Contracting Party shall solicit or accept for itself any offer, promise, donation, gift or benefit of any kind, for the purpose of misusing its influence with a view to making or obtaining any favourable decision.
24. Each of the Contracting Parties declares that it has implemented a compliance program.
25. Any violation of any provision of paragraph 19 through 22 of this Article shall be deemed a breach of the arrangements of the Framework Agreement in a gross manner in the meaning of the Article XV paragraph 4 of the Framework Agreement.
26. Each of the Contracting parties hereby represents and warrants that none of its legal representatives is a Politically-Exposed Person who might, thanks to his/her function or mission, influence the position to be taken by him/herself for the End-Customer within the frame of the performance of this Contract Agreement. In case where, during the term of this Contract /Agreement, either Party would become aware of any circumstance likely to put into question this representation and warranty, it would have to promptly inform the other Party thereof.
27. In the meaning of the foregoing provision:  
"Politically Exposed Person" (or "PEP") means natural person who cumulatively fulfils the following two criteria:

- a. on the one hand, is a "Public Official" of a state-owned enterprise or of a political party, in the Customer's / End-Customer's country, who is currently exercising his/her functions;
- b. and on the other hand, this person, by virtue of his/her function or mission, is able to influence the Customer's / End-Customer's final decision regarding the award of a contract, or is able to influence the position to be taken by the Customer or the End-Customer within the frame of the performance of a contract.

"Public Official" means any natural person who cumulatively fulfils the following two criteria:

- a. on one hand, this person:
  - holds a legislative mandate or occupies an administrative, military or judicial position in the Customer's / End-Customer's country, whether by appointment or by election, on a permanent or temporary basis, with or without remuneration;
- b. and on the other hand, this person:
  - is or appears to be, by virtue of his/her function or mission (past or current), able to influence the Customer's / End-Customer's final decision regarding the award of a contract, or
  - is able to influence the position to be taken by the Customer or the End-Customer within the frame of the performance of a contract.

## **XI. HARDSHIP/ UNFORESEEABILITY, EXCEPTIONAL WORLD EVENTS - SHORTAGE**

1. In the event of a significant change in circumstances unforeseeable at the time the Framework Agreement is entered into, that imposes on one of the Parties an unfair burden arising from the Framework Agreement, the Parties shall consult each other in order to jointly find equitable adjustments to the terms and conditions of the Framework Agreement.
2. Unforeseeable change in circumstances means any event, external to the Parties that would be of such a nature as to significantly modify the economic balance of the Framework Agreement by making its execution excessively onerous for one or the other of the Parties, which had not accepted to assume such a risk.
3. Events occurring during the term of the order, or events occurring prior to the conclusion of the order, the existence or extent of which could legitimately be unknown to the Party invoking this clause, shall be considered.

4. When one of the Parties becomes aware of the occurrence of such an event, it shall notify the other without delay. Receipt of such notification shall have the effect of suspending performance of the Framework Agreement or relevant order.
5. The Parties undertake to meet without delay after receipt of such notification, to negotiate and agree on the terms of revision of the Framework Agreement intended to maintain the balance initially provided for.
6. The Parties shall have a reasonable period to reach an agreement on the terms of the revision, during which time they shall actively negotiate in good faith. If at the end of this period, no agreement is reached, the Party wishing to obtain the revision may unilaterally terminate the Framework Agreement.
7. Exceptional world events, such as the conflict in Ukraine, are causing considerable disruption to the world economy, resulting in shortages, supply chain bottlenecks and disruptions in production and logistics, price volatility for both materials and labour and/or implementation of new instructions, laws and regulations issued by the competent authorities.
8. In response to this inflationary pressure and in view of the increasing uncertainty currently facing markets and businesses, the Buyer acknowledges that the impact of these changing events or the impact of any other similarly significant event on the Seller's performance cannot reasonably be determined and fully considered as of the date of the Framework Agreement or relevant order.
9. Accordingly, the Buyer agrees that Seller shall have the right, to its own discretion to
  - a. reject or terminate any order,
  - b. revise the terms and conditions of the order (including delivery schedule, shipment dates, lead times, volumes and/or prices) and/or
  - c. offer the Buyer alternative solutions to supply the data pages, to the extent necessary, to limit the consequences of such disruptions due to an exceptional world event. In no event shall the Seller be liable to the Buyer for rejection, termination, cancellation or delays in the performance of its obligations to the extent that such failure or results from the aforementioned disturbances.

## **XII. SANCTIONS**

1. In the case of Seller's delay with the delivery of the data pages within the term according to Article IV Paragraph 2 hereof, the Seller is obliged to pay a contractual penalty to the Buyer in the amount of 1 % of the price (excluding VAT) of delivery of the data pages or its part with the delivery of which the Seller

is in delay, for each started day of such delay, up to the maximum of 10% of the price of the delayed data pages or its part.

2. In the case of the Seller's delay in settling a warranty claim within the period specified in Article VIII Paragraph 8 hereof, the Seller is obliged to pay a contractual penalty to the Buyer in the amount of 1 % of the price (excluding VAT) of the defective data pages, for each started day of such delay, up to the maximum of 10 % of the price of the defective data pages.
3. In case of the Seller's breach of the rules of security transport specified in Article IV Paragraph 4 through 6 hereof, he is obliged to pay contractual penalty to the Buyer at the height of 2.5 % from the price of the relevant delivery.
4. In the case of violation of the obligations resulting from Article IX hereof, the Seller is obliged to pay a contractual penalty to the Buyer in the amount of EUR 7 850 for each discovered case of violation of these obligations.
5. In the event of a breach of any of the obligations in Article X Paragraph 16 or 17 hereof by the Seller, or if the statement in Article X Paragraph 13, 14 or 15 hereof turns out to be false, the Buyer has the right to impose a contractual penalty in the amount of EUR 4 000 on the Seller, namely for each individual violation.
6. Payment of the contractual penalty does not release the Seller from its duty to perform the obligations imposed on the basis of this Framework Agreement and the respective partial contract.
7. Stipulating the contractual penalty is without prejudice of the right to compensation of any incurred harm to extent exceeding the amount of specific contractual penalties applied according to Paragraph 1, 2, 3, 4 or 5 of this Article. For the avoidance of any doubt, the Contracting Parties state that the total cumulative extent of compensation of incurred harm pursuant to this Paragraph shall not exceed the Seller's total cumulative liability stated in Article X Paragraph 18 hereof.
8. The contractual penalty is due within 30 calendar days after the delivery of the bill for the contractual penalty to the Seller.

### **XIII. LIBERATION REASONS**

1. The Seller is released from the duty to provide compensation of any incurred harm, damages or loses only from the liberation reasons in the sense of Section 2913 point 2 of the Civil Code.
2. For the purposes of this Framework Agreement, "liberation reasons" means an extraordinary, unforeseeable and insurmountable obstacle created

independently of Seller's will, which temporarily or permanently prevented from fulfilling Seller's contractual duty. An obstacle arising from the Seller's personal circumstances or arising when the Seller was in default of performing his contractual duty, or an obstacle which the Seller was contractually required to overcome shall not release him from the duty to provide compensation.

3. If it is clear that as a result of the events referred to in Paragraphs 2, the Seller will not be able to fulfil its obligations within the agreed period, then it shall without undue delay notify the Buyer. The Contracting Parties shall, without undue delay, agree to resolve this situation and agree on the further procedure for the performance of this Framework Agreement.
4. If either Party is unable to perform its contractual obligations by liberation reasons, the Contracting Parties shall discuss the case among themselves and decide on possible procedures. In the absence of such an agreement, either party has the right to withdraw from the Framework Agreement if more than three months have elapsed since the occurrence of liberation reasons preventing performance and the defective condition persists.
5. If a case of liberation reasons arises, the Party claiming liberation reasons shall provide the other party with documents relating to that case.
6. The Contracting Parties take into consideration that, for the existence of the liberation reasons, does not affect the arrangements for contractual penalties, i.e. the contractual obligation to pay the contractual penalty is not affected by liberation reasons.

#### **XIV. APPLICABLE LAW AND RESOLUTION OF DISPUTES**

1. This Framework Agreement 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 Framework 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 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 Framework Agreement is the general court according to the Buyer'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 Framework Agreement.

## **XV. DURATION OF THE FRAMEWORK AGREEMENT**

1. This Framework 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 Contracts.
2. This Framework Agreement is concluded for a definite period of time, namely from July 15<sup>th</sup>, 2025 to December 31<sup>st</sup>, 2035.
3. This Framework Agreement shall terminate
  - a. with the lapse of the period of time stated in the Paragraph 2 of this Article;
  - b. by written agreement of the Parties;
  - c. by written notice of termination by either Party according to Paragraph 7 of this Article;
  - d. by withdrawal from this Framework Agreement in the cases given in this Framework Agreement or in the event of a substantial breach by either Party;
  - e. by withdrawal from this Framework Agreement in the case that a force majeure render the fulfilment of the contractual obligation of said Party impossible for more than 6 months starting from the date of notification of said Party of the occurrence of force majeure to other Party in accordance with Article XIII Paragraph 2 hereof.
4. The Parties agree that they consider the following cases in particular to constitute a substantial breach hereof:
  - a. a failure to meet Technical specification of data pages or enhanced data pages pursuant to Article II Paragraph 4 to 8 hereof;
  - b. breach Seller's obligation under Article II Paragraph 10 to 12 hereof;
  - c. repeated, at minimum the second, delay of the Seller in the delivery of data pages within the term stated in Article IV Paragraph 2 hereof for a period exceeding 4 weeks;
  - d. the Seller's statements referred to in the Article VI Paragraph 9 hereof prove to be false or the Seller violates the obligation to notify the Buyer of the fact stated in the last sentence of the Article VI Paragraph 9 hereof;
  - e. breach of Article IX hereof which has not been remedied following a previous notice for correction,
  - f. breach of obligation under Article X Paragraph 1 hereof;
  - g. breach of obligation under Article X Paragraph 2 point c) hereof;

- h. breach of obligation under Article X Paragraph 2 point d) hereof or under Article XVI Paragraph 7 hereof, which has not been remedied despite prior written Seller's notice;
  - i. breach of obligation under Article X Paragraph 3, 5, 6, 7, 8, 9, or 10 hereof;
  - j. breach of obligation under Article X Paragraph 12 hereof;
  - k. breach of the Seller's obligations in Article X Paragraph 13, 14, 15, 16 or 17 hereof;
  - l. breach of obligation under Article X Paragraph 18 hereof.
5. The partial contract shall terminate:
- a. if such termination is agreed upon by both of the Parties;
  - b. By withdrawal of the Buyer
    - i. in the case of a breach of the partial contract by the Seller in a substantial manner, whereas the Parties consider such a breach of the partial contract in a substantial manner to be in particular the case pursuant to Article XIII Paragraph 4 Point (a), (b), (f), (g), (h), (i), (j), (k) or (l) hereof and the case where the Seller is in delay with the delivery of data pages according to specific partial contract for more than 4 weeks from delivery term stated in the Article IV Paragraph 2 hereof;
    - ii. in other cases stated in this Framework Agreement.
6. The written notice of withdrawal from this Framework Agreement or a specific partial contract shall take effect on the day the written notice of withdrawal is delivered to the other Party. The notice of withdrawal from this Framework Agreement or a specific partial contract must be sent by postal service provider. Withdrawal from this Framework Agreement or from a specific partial contract does not terminate the contractual relationship from the very beginning, the mutual performances provided by the Parties until the termination of this Framework Agreement or a specific partial contract shall be retained by both Parties.
7. The Parties are entitled to terminate this Framework Agreement at any time, without stating any reason. The notice period shall be 12 months and shall begin on the first day of the calendar month following the delivery of written notice of termination to the other Party. The notice must be sent by postal service provider. The Parties take into consideration that they are obliged to fulfil the obligations arising from this Framework Agreement during the notice period.
8. Termination of this Framework Agreement shall not affect the provisions regarding contractual penalties, damage compensation, and such rights and

obligations which, by their nature, shall persist even after this Framework Agreement is terminated. This Framework Agreement is also to be applied to the relations, including partial contracts, formed during this Framework Agreement even after this Framework Agreement is terminated.

## **XVI. 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.
2. Any established commercial habits or practices relevant to the agreed performance or to follow-up performance, shall not take precedence over contractual provisions or provisions specified in the Civil Code, even if such provisions have no enforcement effects.
3. The Seller undertakes to notify the Buyer without undue delay if the Seller becomes insolvent or is under threat of becoming insolvent.
4. The Parties hereby declare that no verbal arrangement, contract, or proceedings on the part of any of the Parties exists, which would negatively influence the exercise of any rights and duties according to this Framework Agreement. At the same time, the Parties confirm by their signatures that all the assurances and documents hereunder are true, valid, and legally enforceable.
5. 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.
6. The Seller 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 Buyer in a reliable and verifiable manner learns that the Seller has violated or violate Rights, and the Seller despite a prior written notice of the Buyer continues to violate generally accepted Rights or fails to remedy, the Buyer has the right to withdraw from this Framework Agreement pursuant to Article XV Paragraph 3 point d) and Article XV Paragraph 6 hereof and right to withdraw from partial contract pursuant to Article XV Paragraph 5 point b) and Article XV Paragraph 6 hereof.

7. The Seller further declares that, in the performance of this Framework Agreement, he will observe fair working conditions and recognize and ensure the rights of employees in accordance with labour law and occupational safety regulations in force in the country in which subject matter of this Framework Agreement is performed.
8. The Parties take into consideration that in accordance with Section 219 (1) (d) of the PPA, this Framework Agreement 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 Buyer.
9. This contract is drawn up in electronic form, with both Contracting Parties receiving its electronic original with qualified electronic signatures of the responsible person and with a qualified electronic time stamp in accordance with REGULATION (EU) No 910/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC and Act No. 297/2016 Sb., on trust-creating services for electronic transactions, as amended later regulations. In the event that this Contract is not drawn up in electronic form for any reason, it will be drawn up and signed in two copies, with each of the Contracting Parties receiving one copy.
10. The Parties declare they agree with the content hereof and this Framework 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.
11. The following Annexes form an integral part of this Framework Agreement:
  - Annex No. 1: Technical specification of data page (non-classified part)
  - Annex No. 2: Technical specification of enhanced data page (non-classified part) **(will be finalized after the Conclusion of this Framework Agreement)**
  - Annex No. 3: Definition of normal use
  - Annex No. 4: Security instructions
  - Annex No. 5: Security audit
  - Annex No. 6: Procedure for the delivery acceptance and hand over of data pages – AQL test

For the Buyer:

For the Seller:

In Prague, date according to  
electronic signature

In Prague, date according to  
electronic signature

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

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**Miroslav Ohnút**  
Regional Sales Manager  
Thales DIS France SAS  
on the basis of the power of  
attorney dated 26.6.2025