

## FRAMEWORK AGREEMENT FOR THE PRODUCTION AND SUPPLY OF SECURITY FEATURES FOR THE E-RP DOCUMENT

registered by the Customer under No. 051/OS/2025 ,  
STC/013385/ÚSF/2025  
(hereinafter referred to as "this Framework Agreement")

made pursuant to the provision of Section 63(3)(b) in conjunction with Section 63(4) of the Act No. 134/2016 Sb., on public procurement, as amended (hereinafter referred to as the "PPA")  
and  
pursuant to Section 1746 (2) et seq. of Act No. 89/2012 Sb., 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: **Ing. Ondřej Hyrší**, Acting CEO and Production Director  
Bank details: XXX  
Account number:  
IBAN: SWIFT:

(hereinafter referred to as the "Customer")  
and

### OVD KINEGRAM AG

with its registered office at Zählerweg 11, 6300 Zug/Switzerland entered in the Commercial Register by Canton Zug

Business ID: CHE 104.191.520  
Tax Identification No.: CHE 104.191.520  
Represented by: **Andreas Schilling**, Head of Sales  
**Dominik Raab**, Head of Finance  
Bank details: XXX  
Account number:  
IBAN:  
SWIFT:

(hereinafter the "Supplier")

(the "Customer" and the "Supplier" hereinafter collectively referred to as the "Party/ies" or "Contracting Party/ies")

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

On behalf of the Customer: **Ing. Ondřej Hyrší**, Acting CEO and Production Director  
On behalf of the Supplier: **Andreas Schilling**, Head of Sales  
**Dominik Raab**, Head of Finance

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

On behalf of the Customer: XXX

nastavil formátování: Angličtina (Spojené státy)

On behalf of the Supplier: XXX

## I. INTRODUCTORY PROVISIONS

1. This Framework Agreement is based on the results of the negotiated procedure without prior publication referred to in Section 63(3)(b) in conjunction with Section 63(4) of the PPA for the public contract entitled "**Supply and Application of Security Features for e-RP Document / Dodávky a aplikace bezpečnostních prvků pro doklad e-PKP**" hereinafter referred to as the "**tender procedure**"). This Framework Agreement is based on the Supplier's tender for the tender 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 must take into account the tender conditions and the purpose related to the tender procedure. The provisions of laws and regulations on the interpretation of legal conduct are not affected by this.
3. This Framework Agreement sets out the process for concluding of individual partial contracts, and the conditions for executing of individual deliveries on the part of the Supplier, as well as the other rights and obligations of the Parties relating to the implementation of the individual partial contracts concluded hereunder.
4. The purpose of this Agreement is to set out the terms and conditions under which the Supplier shall apply the KINEGRAM® holographic element to polycarbonate sheets and delivery them to the Customer. The KINEGRAM® polycarbonate sheets are intended for use in production of resident permit cards ("**e-RP documents**"). The performance may be carried out in two alternative ways, as described in Article II par. 1 hereof (hereinafter referred to as the "**Purpose**").

## II. SUBJECT MATTER OF THE FRAMEWORK AGREEMENT

1. The Supplier shall fulfil this Framework Agreement in accordance with the option selected by the Customer in the relevant request, i.e. order:

### Option A:

- Apply the KINEGRAM® holographic element to polycarbonate sheets supplied by the Supplier,
- Print collation crosses and a loading edge in black ink, and
- Deliver these sheets with KINEGRAM® to the Customer.

### Option B:

- Apply the KINEGRAM® holographic element to polycarbonate sheets delivered by the Customer, and
- Deliver these sheets with KINEGRAM® to the Customer.

(hereinafter referred to as "**Goods**"), which must

- i. meet the technical specification requirements arising from European Legislation in particular Consolidated version of Council Regulation (EC) No 1030/2002 of 13 June 2002 laying down a uniform format for residence permits for third-country nationals, which contains inter alia the amendments made in Council Regulation (EU) 2017/1954

of the European Parliament and of the Council of 25 October 2017) (as referred to above and after as "European Legislation")

and further

- ii. comply with the technical specifications set out in other parts of Annex No. 1 (in particular 1.1, 1.4) of this Framework Agreement.
2. The Customer shall indicate the selected fulfilment option in accordance with par. 1 of this Article in the relevant order. The selected option shall determine the scope of the Supplier's obligations, and the applicable pricing as set out in Article V, i.e. Annex No. 2 hereto (Prices).
3. If the fulfilment is performed under Option B, the Customer deliver polycarbonate sheets intended for the agreed performance to the Supplier's premises in Zug, Switzerland, at their own cost. The quantity of sheets shall correspond to the quantity of Goods specified in the relevant order, increased by a technological allowance of 20%. The polycarbonate sheets supplied by the Customer shall comply with the technical specifications set out in Annex No.1 hereto. The Supplier undertakes to return to the Customer all polycarbonate sheets supplied by the Customer that were not used for the performance under this Agreement.
4. The Customer shall ensure that the polycarbonate sheets are delivered in due time to enable the Supplier to fulfil obligations under this Framework Agreement. All costs and risks relating to the transportation of the polycarbonate sheets to the Supplier's premises shall be borne by the Customer. The risk of loss or damage to the polycarbonate sheets shall pass to the Supplier only upon their acceptance at the Supplier's premises. Upon delivery, the Supplier shall be entitled to inspect the polycarbonate sheets to ensure they comply with the agreed technical specification. If the polycarbonate sheets do not comply with the specification or are delivered in an insufficient quantity, the Supplier shall notify the Customer without undue delay. In such cases, the Supplier shall not be liable for any delay in performance caused by such non-conformity or shortage, and the delivery schedule shall be adjusted accordingly.
5. The Customer undertakes to accept the Goods, duly and timely delivered in the required quantity and type of the Goods, on the required delivery dates, and to pay for them the price agreed herein.

### III. ORDERS

1. All deliveries of Goods shall be made in accordance with to the Customer's requirements in line with the written orders, each one of which constitutes a proposal to enter into a partial contract (hereinafter referred to as an "**order**"), and confirmations thereof, which constitute the acceptance of the proposal to enter into a partial contract (hereinafter as a "**partial contract**").

As a minimum requirement, an order shall contain the following details:

- a) Customer identification data;
- b) Detailed specification of Goods, including the quantity of Goods to be delivered;
- c) Other requirements for Goods;
- d) detailed delivery conditions, especially the delivery term and place of delivery,
- e) the name of the person placing the order, who is authorized to act on behalf of the Customer.

Each Order must clearly indicate the selected Option A or B pursuant to Article II, par. 1 hereof. Such indication shall be binding for determining the scope of the Supplier's performance and the related price adjustment.

- ~~3-2~~ In case of doubt the Supplier must ask the Customer for additional information. If the Supplier fails to do so, it is understood that the instructions provided are sufficient and that no reason may release the Supplier from any liability for failing to fulfil an order properly and on time.
- ~~4-3~~ The order shall be sent to the Supplier electronically to the Supplier's e-mail addressXXX.
- ~~5-4~~ The Supplier is obliged to confirm the receipt of this partial order in writing within 2 working days of receiving it, sending the confirmation to the Customer's e-mail address purchasing@stc.cz. At a minimum, confirmation of an order must contain the identification data of the Supplier and the Customer, as well as the identification of the order being confirmed.
- ~~6-5~~ The Parties agree that the Supplier will fulfil the supply of Goods as requested and will not modify the supply with regard to the type, volume or financing unless expressly agreed by the Parties.
- ~~7-6~~ In the fulfilment of any partial contract, the Supplier undertakes to act in accordance with the Tender.
- ~~8-7~~ The Supplier acknowledges that the placing of individual orders and the conclusion of individual partial contracts is at the Customer's discretion.
- ~~9-8~~ Individual partial contracts that fulfil the conditions for publication in the Register of Contracts take effect once they are published in the Register of Contracts. Other individual partial contracts shall be deemed to have been entered into once the Customer receives confirmation of an order from the Supplier that confirms the order without reservation.

#### **IV. DELIVERY DATE AND PLACE OF PERFORMANCE, DELIVERY CONDITIONS**

1. The delivery period for Goods shall be specified in each individual partial order and shall not exceed 8 weeks. The Supplier shall deliver Goods within the stated delivery period, unless the Customer requests an alternative date and the Supplier has provided written consent for this change. The delivery periods shall be calculated from the effective date of the relevant partial contract, unless the performance is carried out under Option B, in this case the delivery period shall be calculated from whichever is later; the date on which the partial contract becomes effective or the date on which the polycarbonate sheets is delivered to the Supplier.

2. Each delivery of the Goods must be accompanied by a delivery note, which shall be signed by both Parties upon handover and takeover of Goods and shall be used as the Goods handover protocol.

The delivery note shall contain:

- a) identification data of the Supplier and the Customer,
  - b) the number and date of issue of the delivery note,
  - c) the order number and position/serial number according to the order;
  - d) the contract number (if stated in the order);
  - e) the material code according to IS in STC format;
  - f) the number of the supplied units and the unit of measure;
  - g) item name.
3. All Goods shall be delivered to customs warehouse at Václav Havel Airport Prague under the DAP delivery term (Delivered at Place) – Václav Havel Airport Prague, the Czech Republic (hereinafter referred only as “**place of delivery**”), in accordance with INCOTERMS® 2010, by secure transport as specified in par. 5 of this Article.
  4. The Supplier shall notify the Customer of the expected delivery date and time and the estimated transportation and insurance costs no later than three business days prior to dispatch. This notifications shall be sent to the Customer’s email address: XXX The Supplier shall immediately inform the Customer about expected delay to arrive in order to resolve this situation. The Customer shall then confirm this information to the Supplier.
  5. The Supplier shall arrange the transportation and insurance of the Goods to the agreed place of delivery and selecting an economically reasonable and secure mode of transport; in particular, the Supplier shall take all measures to prevent theft, damage, or misuse during transport of Goods during transport. All transportation and insurance costs shall be borne by the Customer and invoiced by the Supplier on a pass-through basis without no additional margin applied.
  6. The Goods may be delivered on business days between 6:00 and 14:00, unless otherwise stipulated by the Customer. Outside these hours, Goods can only be received following a prior telephone agreement between the Supplier and the Customer’s representative stated in the order. Goods must be suitably packed to ensure protection during transportation and to ensure proper storage at the facility. Specific packaging requirements are detailed in Annex No. 1 (part 1.2) hereof.
  7. The Supplier is obliged to attach the following documents to each individual delivery the delivery note, Air Waybill, and proforma invoice.
  8. Upon delivery, the Customer will not examine Goods, or cause them to be examined, nor take any other measures to discover any lack of conformity of the delivered Goods with the quality parameters conclusively provided in the specification as of Annex No. 1 hereof, except for a visual inspection of the packaging or seals and a random inspection of sheets. The Customer does not lose the right to rely on a Defect or claim damages due to the fact that he did not examine the Goods, or caused them to be examined, or take any other measures to discover any Defect. Inspection of quantity and quality of the delivered Goods shall be carried out by the Customer in accordance with the AQL tests (set up in Annex 1 hereof) and following

AQL level report under Annex No. 1.5 of Framework Agreement. Any Defects identified in quantity or quality, including any subsequently discovered hidden Defects (hereinafter and above jointly referred to as "Defects"), shall be claimed by the Customer in accordance with and following the procedure set out in Article VII of this Agreement.

9. The Goods shall be considered delivered on the date on which they are delivered to the place of delivery in accordance with par. 1 of the present Article. At this point, the risk of damage to the delivered Goods shall be transferred from the Supplier to the Customer.
10. The ownership of Goods supplied under this Framework Agreement shall pass on the Customer at the moment of takeover of the Goods, i.e. when the handover protocol (delivery note) is signed by the Customer but not before full payment of the price to the Supplier.

#### **V. PRICE**

1. The price of the delivery of Goods in CHF excluding VAT based on the actual performance according to a specific partial contract and the unit prices specified in Annex No. 2 hereof.
2. The Goods's prices shall be determined in accordance with the annual price list, based on the total quantity ordered by all European Union Member States.
3. All prices are defined as EXW Supplier's site in Zug, Switzerland, in accordance with INCOTERMS® 2020, and are exclusive of value added tax at the applicable rate.
4. The cost of transporting of Goods pursuant to Article IV, par. 5 hereof to the agreed place of delivery, as well as insurance, shall be calculated separately by the Supplier for each delivery and stated on the respective invoice. Prior to shipment, the Supplier shall inform the Customer of these costs in order to obtain the Customer's confirmation.
5. Any additional costs or charges not included in the prices specified in Annex No. 2 shall require the Customer's prior written approval.

#### **VI. PAYMENT TERMS**

1. The Customer shall pay the delivery price after the Goods have been delivered properly on the basis of tax documents (invoices) issued by the Supplier.
2. The Supplier's right to issue a tax document (invoice) for each delivery of Goods is established on the delivery date, i.e. the date on which the Customer's authorized representative signs the delivery note. The date of taxable supply is the date on which the handover and takeover of the Goods is documented, i.e. the date on which the Customer signs the handover protocol (delivery note).
3. The Customer shall not make any advance payments to the Supplier.
4. A tax document (invoice) shall contain all the essentials information required by the applicable legal regulations and this Framework Agreement. Each tax document (invoice) must include a copy of the confirmed delivery note relating to the executed delivery. The Supplier shall issue a separate tax document (invoice) for each delivery of Goods.
5. The maturity period of any tax document (invoice) duly issued by the Supplier is 30 calendar days from the date of issue. The Supplier is obliged to deliver the invoice to the Customer to e-mail address [podatelna@stc.cz](mailto:podatelna@stc.cz). For the purposes of this Framework Agreement, an invoice shall be issued once the respective amounts have been debited from the Customer's account.

6. If a tax document (invoice) issued by the Supplier does not contain all necessary information, or contains incorrect or incomplete information, the Customer is entitled to return such a tax document (invoice) to the Supplier for a revision. In this case, the Customer must indicate the reason for returning the tax document (invoice). The maturity term of the new (corrected) tax document (invoice) shall start on the date of its demonstrable delivery to the Customer.
7. Without the prior consent of the Customer, the Supplier is not authorized to set off any of its receivables from the Customer against any of the Customer's receivables from the Supplier, nor to assign any of its rights and receivables from the Customer to a third party.
8. The Supplier agrees not to burden its claims against the Customer with a third-party lien.

#### **VII. LIABILITY FOR DEFECTS AND QUALITY WARRANTY**

1. The Goods must be free of any factual or legal Defects at the time of transfer of risk.
2. The Supplier shall provide the Customer with a warranty for the quality of the Goods. This means that the Supplier warrants the conformity of the delivered Goods with the quality parameters conclusively provided in the specification as of Annex No. 1 hereof, for a maximum period of one year after the date of shipment date (hereinafter as the "Warranty Period"). A Defect shall be regarded as having been claimed in a timely manner if the notice of the Defect is sent to the Supplier by the last day of the Warranty Period at the latest. If the last day of the Warranty Period falls on a Saturday, Sunday or a national holiday, the Defect shall be considered as claimed in a timely manner if the notice of such Defect is sent to the Supplier on the next following business day.
3. As part of the warranty for the quality of Goods, the Supplier undertakes that the Goods shall be free of Defects for the duration of the Warranty Period. The Supplier is liable for any Defect, including hidden or obvious Defects, arising or manifesting at any time during the Warranty Period which were inherent to the Goods at the time of transfer of risk. The Customer may report Defects in the delivered Goods at any time during the Warranty Period. For the Warranty Period to apply, the Customer must have stored the Goods in accordance with the storage conditions provided in Annex No. 1 hereto.
4. The Supplier declares that the Goods are free of any rights of third parties and have no other legal Defects.
5. The Customer shall carry out quality control checks during the processing of the Goods. If the Customer believes that there is a Defect in the delivery, they must inform the Supplier in writing immediately. The notice of Defect shall be accompanied by a sample of the Goods in question, which shall be kept by the Customer at the Supplier's disposal. The Customer shall provide an exact description of the alleged Defect and undertake any further steps necessary for identification or clarification (e.g. photographs).
6. If the Goods have Defect(s), the Customer is entitled to:
  - a) Have the Defect rectified by supplying new, conforming Goods;
  - b) Have the Defect rectified by supplying of the missing Goods;
  - c) demand an adequate discount on the price;

d) withdraw from the relevant partial contract in the event the Supplier fails to rectify the Defect or to provide a replacement delivery.

The choice of the entitlement resulting from defective Goods always lies with the Customer.

7. The period for settling a warranty claim is at the earliest possible date 20 calendar days from its notification to the Supplier's e-mail address XXX but not later than 30 working days from the date, when the Supplier has acknowledged the complaint of Defect. All costs incurred in connection with the Defects in the Goods or the exercise of Defect warranty claims, especially the costs of the replacing of any defective Goods, and the costs of delivering any missing quantity of the Goods, shall be borne by the Supplier. If a claim relates to Goods supplied under option B, and the Customer determines that the claim shall be resolved in accordance with either point (a) or (b) of the preceding paragraph, such a claim shall be handled in accordance with the rules applicable to option B, unless the Parties agree otherwise in writing. In such a case, in addition to providing the replacement or missing performance, the Supplier shall reimburse the Customer for the cost of the replacement polycarbonate sheets intended for the performance as well as the cost of the delivering them to the Supplier. The price of one replacement sheet shall be amount to 0,55CHF/1 sheet without VAT.
8. Claiming under liability for defects shall not affect the Customer's entitlement to the agreed contractual penalty and damages.

#### **VIII. OTHER PROVISIONS**

1. For the entire period of validity and effectiveness of this Framework Agreement, the Supplier must maintain a valid liability insurance contract covering damage caused to the Customer or to the third parties with the minimum coverage amount of CHF400 000. At the Customer's request, the Supplier is obliged to submit a copy of the insurance certificate proving the required insurance at any time, within 10 calendar days of receiving such a request.
2. The Supplier may perform this Framework Agreement or any part thereof through its subcontractor(s). In the case that the Supplier uses a subcontractor as defined in the previous sentence,
  - a) the Supplier remains responsible for fulfilling the obligations of this Framework Agreement as if they were performing by the Supplier himself,
  - b) the Supplier is obliged to submit to the Customer (Contracting Authority) the List of subcontractors in accordance with the Tender Documentation and under the conditions specified therein,
  - c) in the case of a change to the List of subcontractors (e.g. change of scope, change of subcontractor, or addition of a new subcontractor), the Supplier is obliged to notify the Customer of the change without undue delay and no later than 10 working days after the change occurred. The Supplier may only change qualifying subcontractors only if the Supplier shall demonstrate evidence of which would suggest that the new subcontractors meet the same qualifications at least to the same extent as the original qualifying subcontractor.
  - d) the Supplier is obliged to ensure the proper and timely fulfilment of financial obligations to its subcontractors for the entire period of this Framework Agreement's performance. Full and timely fulfilment is considered to be the payment of invoices issued by the

subcontractor for carried out under this Framework Agreement, within 30 days of the Customer's payment for the relevant fulfilled partial contract. Any breach of these obligations shall be deemed a substantial breach of this Framework Agreement, which gives the Customer the right to terminate this Framework under the provisions of Article XIII of this Framework Agreement.

A change of subcontractors as described above shall not constitute grounds for entering into an amendment to this Framework Agreement.

3. If, at the time of signing this Framework Agreement, the Supplier can prove that they have implemented security processes to ensure production security integrity when carrying out the work covered by this Framework Agreement, by presenting a valid "ISO 14298 Management of security printing processes" or "INTERGRAF 15374 Security management system for suppliers to the security printing industry" certificate, the Supplier shall ensure that the certificate remains valid for the entire duration of this Framework Agreement. The Supplier must notify the Customer without delay of any changes or end of validity of this certificate. If this certificate expires, the Supplier must ensure immediate compliance with the obligations under paragraphs 4 and 5 of this Article, as well as fulfilling the obligations and requirements of the security audit pursuant to Annex No. 3 to the Framework Agreement (hereinafter referred to as the 'Security Audit').
4. If, at the time of signing this Framework Agreement, the Supplier did not prove the implementation of security processes to ensure production security integrity within the performance of the subject matter of the Framework Agreement through the ISO 14298 or INTERGRAF 15374 certificate, the contracting Parties mutually declare that the security audit was conducted before signing this Framework Agreement. The security audit will then be organized by the Customer at regular three-yearly intervals.
5. The Supplier must immediately inform the Customer of any changes or termination of the certificate, as set out in paragraph 3 of this Article, or of any changes to safety standards or rules according to Requirement No. 5 set out in Annex No. 3 to this Framework Agreement, or of any changes to the Supplier's security systems, such as changes to the security system, or of any other changes to building safety, building modifications or alterations to buildings, etc. In such cases, the Supplier may request an extraordinary security audit to be performed without undue delay, as specified in Annex No. 3 to this Framework Agreement, i.e. outside the regular three-year intervals.
6. To fulfil the above provisions, the Supplier acknowledges and agrees that the Customer will conduct a security audit (or an extraordinary security audit) at the facility intended for the performance of the subject matter of this Framework Agreement. The Supplier is therefore required to assist the Customer by enabling access to this facility or by verifying specific processes, or by making the necessary documentation available via remote access. A more detailed description of the Security audit requirements is set out in Annex No. 3, which is an integral part of this Framework Agreement.
7. A breach of the Supplier's obligation to allow or ensure that the security audit is performed in accordance with Annex No. 3 to this Framework Agreement (including the extraordinary security audit pursuant to paragraph 6 of this Article), or if the requirements of the security audit have not been met, thus failing to demonstrate sufficient implementation of security processes,

will constitute a substantial breach of this Framework Agreement, in accordance with Article XIII, paragraph 4 of this Framework Agreement.

8. To avoid any doubt, the Customer confirms that the adjustment and obligations set out in paragraphs from 3 to 7 of this Article apply to any entity participating in the performance of the subject matter of this Framework Agreement as subcontractor/s of the Supplier and the Supplier remains responsible for fulfilling these obligations and is required to ensure subcontractor's cooperation.
9. The Supplier declares that is not subject to any of the measures set out in regulations in the sense of:
  - Article 2, par. 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
  - Article 2, par. 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
  - Article 2, par. 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"),

not like 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.

10. For purposes of performing this Framework Agreement the Supplier further declares that no funds or economic resources will be made available directly or indirectly to any 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.
11. The Supplier declares that is 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 Supplier 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.
12. The Supplier declares, that it shall not account for more than 10 % of the contract value of this Framework Agreement, subcontractors, suppliers or entities, referred to in the par. 11 point. a) or b) or c) of this Article whose capacities are being relied upon within the meaning of the public procurement legislation.
13. If, during the validity and effectiveness of this Framework Agreement, the conditions specified in par. 9 or 10 or 11 or 12 of this Article are not complied with or should not be complied with,

the Supplier undertakes to inform the Customer of this fact in writing without any delay, from the moment it becomes aware of this change in circumstances. Any breach of the obligations set out in the preceding paragraphs 9-12 shall be deemed a substantial breach of this Framework Agreement, which gives the Customer the right to terminate this Framework under the provisions of Article XIII of this Framework Agreement.

14. To avoid any doubt, Supplier states that the performance of this Framework Agreement shall not affect or unduly infringe the rights of third parties, in particular with regard to copyrights, trademark, patents and other intellectual property or other industrial property rights associated with the performance provided. Such performance is provided with the knowledge and permission of the relevant entities or authors, and the performance of this Framework Agreement does not constitute an unauthorized or illegal use. If a third party asserts a justified claim that Goods provided by Supplier infringe industrial property rights or copyright, the Supplier shall, at his own expense, secure for the Customer a right to use the Goods. In the event that this is not possible on financially reasonable terms, the Supplier shall, at its discretion, either modify the Goods so that the Goods do not infringe the property right, supply a Goods that do not infringe the property right, or take the Goods back and refund the purchase price paid to the Supplier with respect thereto. Supplier shall not liable if the infringement results from a design, specification or supply provided by Customer.

#### **IX. PROTECTION OF INFORMATION**

1. The Parties are not entitled to disclose any non-public information obtained or to be obtained during mutual cooperation, or information relating to the entry into force of this Framework Agreement and its content, to any third party. This does not apply if the information is disclosed to the employees of the Contracting Party for the purpose of implementation on a need-to-know basis, or to other individuals (e.g. subcontractors) involved in fulfilment, i.e. only for the purpose of realizing this Agreement and always within the minimum scope necessary for its fulfilment.
2. The Parties are responsible for ensuring that all individuals (subcontractors) to whom non-public information is disclosed under the previous paragraph comply with the obligations set out in this Article, under the same terms as those set out for the Parties. Any breach of confidentiality by these individuals shall be deemed a breach by the Party that disclosed the information to them.
3. Non-public information is any information provided in writing, verbally, visually, electronically or in any other format, as well as know-how that has actual or potential value and is not commonly available in the relevant business circles. This also includes information designated in writing as confidential ("DIS") or information that can reasonably be assumed to be confidential due to the nature of the matter in question.
4. The Parties undertake that, in the context of their cooperation, if they come into contact with personal data or special categories of personal data as defined in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, or GDPR), and Act No. 110/2019 Coll. on Personal Data Protection, they will take all necessary measures to prevent unauthorized or accidental access to, alteration of, destruction of, loss of, transfer of, or other misuse of these data.

5. In this regard, the Parties agree in particular:
  - a) not to disclose non-public information to any third party;
  - (b) to ensure that non-public information is not disclosed to third parties;
  - (c) to secure any data containing non-public information, including copies, against third-party misuse and loss.
6. The obligation to protect non-public information shall not apply in the following cases:
  - a) the respective Party can prove that the information was already in the public domain, and that this was not caused by the same Contracting Party;
  - (b) if the Party can demonstrate that the information was available to them before the date on which the other Party disclosed it and that they did not acquire it in violation of the law;
  - (c) if the Party obtains written approval from the other Party to disclose the information further;
  - (d) if the law or a binding decision of the relevant public authority requires the information to be disclosed;
  - (e) an auditor performs an audit at one of the Parties based on authorization specified in applicable legal regulations.
7. The confidentiality obligation shall remain in force for a period of 15 years following the expiry or termination of this Framework Agreement. The obligation to maintain the confidentiality of non-public information acquired during cooperation with the other party remains in place even after this Framework Agreement expires or is terminated. This commitment to confidentiality shall pass onto any potential successors of the Parties.
8. The Parties must ensure the protection of any information designated as a trade secret under Section 504 of the Civil Code. This information must be secured at least to the same extent as the non-public information defined in this Framework Agreement. Information designated by the Parties as a trade secret shall not be published in the Register of Contracts as defined in Article XIV, par. 9 hereof. If the Supplier considers any information stated in this Framework Agreement to be a trade secret within the meaning of Section 504 of the Civil Code, they shall inform the Customer before publishing the Framework Agreement in the Register of Contracts.

#### **X. SANCTIONS**

1. If the Supplier is late in delivering the Goods through its own fault, the Supplier is obliged to pay the Customer a contractual penalty equal to 0.05 % of the Goods 'price or its part with the delivery of which the Supplier is in delay, for each day that the Supplier is late; up to the maximum of 25% of the price of the delayed Goods or its part.
2. In the case of the Supplier's delaying in settlement of a warranty claim beyond the period specified in Article VII par. 7 hereof, the Customer is entitled to demand a contractual penalty in the amount of 0.05 % of the price for the Goods or its part, for each day that the Supplier is in delay; up to the maximum of 25% of the price of the delayed Goods or its part.
3. In the event of a breach of any obligations set out in Article VIII hereof, the Customer shall be entitled to a contractual penalty in the amount of CHF 4 000 for each discovered case of such a breach; up to the maximum of 25% of the price of the Goods.

4. In the event of a breach of the obligations set out in Article IX of this Agreement by one Party, the other Party shall be entitled to claim a contractual penalty in the amount of CHF 7 850 for each discovered case of such breach, up to a cumulative maximum amount of CHF 50 000, without prejudice to its right to claim damages in excess of the contractual penalty.
5. If the Supplier offset, assigns or pledges any receivables from the Customer resulting from any partial order contrary to the provisions of Article VI par. 7 and 8 of this Framework Agreement, the Supplier shall be obliged to pay the Customer a contractual penalty in the amount of 10% of the amount of the receivable, that was the subject of set-off or assignment of pledge.
6. Payment of the contractual penalty does not release the Supplier from its duty to fulfil the obligations imposed under this Framework Agreement and the respective partial contract.
7. Stipulation the contractual penalty does not prejudice the right of compensation for any harm incurred to the full extent. 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 liability stated in Article XI Paragraph 4 hereof.
8. The contractual penalty is due within 30 calendar days of the Supplier receiving the bill for the contractual penalty.

#### **XI. LIMITATION OF LIABILITY, LIBERATION REASONS**

1. Both of the Parties are liable for any damages inflicted on the other Party due to a failure of the relevant Party to observe the binding regulations or requirements and conditions specified in the present Framework Agreement. Both Parties are obligated to make every effort to eliminate or prevent any such damages.
2. Neither Party shall be liable for damages arising from incorrect initial tasks or requirements received from the other Party.
3. Any liability of the Parties arising from this Agreement for damages occurred to the other Party, or which they are liable, shall be governed by the Civil Code. Neither Party shall limit its liability for intent, death or personal injury caused by its negligence or the employees' negligence. Neither Party shall be liable to the other Party for any indirect, special, consequential or incidental damages of whatsoever any kind or nature arising out of or in connection with this Framework Agreement, including but not limited to any loss, cost, damage, loss of revenue, loss of production, profit or loss of profit, any other loss or damages, incurred or suffered by either Party or any third party.
4. The foregoing shall not affect the Customer's right to claim compensation from the Supplier for any damages and/or costs suffered by the Customer arising directly from the Supplier's failure to perform, improper performance or non-performance of the Supplier's duties and/or obligations under this Framework Agreement. However, the Supplier's total liability in connection with this shall not exceed the total sums of the partial contracts that took effect during the last twelve (12) months preceding the Customer's claim for damages (hereinafter referred to as the "Supplier's total liability"). In the claim is applied under the previous sentence for less than twelve (12) months after the first partial contract took effect, the Contracting Parties stipulate that the Supplier's total liability shall not exceed the amount of CHF 200 000.
5. The Parties are only released from the duty to provide compensation for any harm, damage or loss incurred for reasons of liberation as defined in § 2913, point 2 of the Civil Code.

6. For the purpose of this Framework Agreement, 'liberation reasons' refers to an extraordinary, unforeseeable and insurmountable obstacle that is created independently of the Party's will and which temporarily or permanently prevents the Party from fulfilling their contractual duty. An obstacle arising from the Party's personal circumstances, an obstacle arising when the Party was in default of performing their contractual duty, or an obstacle which the Party was contractually required to overcome shall not release them from their duty to provide compensation.
7. If it is clear that, as a result of the events referred to in paragraph 6, the Supplier will not be able to fulfil their obligations within the agreed period, they shall notify the other Party without undue delay. The Contracting Parties shall agree without undue delay how to resolve the situation and the further procedure for performing this Framework Agreement. However, the Parties expressly agree that the Party is not in arrears with the fulfilment of its obligations under this Framework Agreement for the period when the reasons for liberation persist.
8. If either Party is unable to fulfil its contractual obligations due to circumstances beyond its control, the Contracting Parties shall discuss the matter and decide on possible procedures. If no agreement is reached, either Party has the right to withdraw from the Framework Agreement if more than three months have elapsed since the occurrence of circumstances preventing performance and the defective condition persists.
9. In the event of force majeure, the Party invoking force majeure shall provide the other Party with documents relating to the case.

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

1. This Framework Agreement is governed by the laws of the Czech Republic, particularly the Civil Code and PPA.
2. The Parties undertake to make every effort to resolve any mutual disputes arising from this Framework Agreement. Should the Parties fail to reach an amicable settlement of a mutual dispute, each of the Parties may seek to enforce 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 resolution of disputes arising between them under this Framework Agreement is the general court according to the Customer's registered office.
3. This Framework Agreement excludes the application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980, also known as the Vienna Convention.

## **XIII. TERM OF THE FRAMEWORK AGREEMENT**

1. The present Framework Agreement shall enter into force on the date of its signature by both Parties and shall take effect upon its publication in the Register of Contracts.
2. This Framework Agreement is entered into for a fixed period of 4 years from the date it takes effect, or until the maximum financial limit of CHF 915 000 is reached, whichever is earlier.
3. This Framework Agreement shall terminate
  - a) with the expire of the agreed term;
  - b) upon the exhaustion of the maximum financial limit stated in par. 2 of this Article;
  - c) by written agreement of the Parties;

- d) by written notice of termination by either Party according to paragraph 7 of this Article;
  - e) by withdrawal from this Framework Agreement in the event of a substantial breach of this Framework Agreement by either Party, subject to the terms given below.
4. The Customer may withdraw from this Framework Agreement if the Supplier commits a substantial breach of this Agreement, as defined in § 2001 et seq. of the Civil Code, or in any other case specified in this Agreement. The Parties agree that the following cases in particular shall be considered a substantial breach:
- a) a failure to meet the technical specifications of the Goods pursuant to Article II, paragraph 1 hereof, i.e. pursuant to Annex No. 1 hereto;
  - b) repeated delays by the Supplier in delivering Goods under partial contracts, with the second delay exceeding 15 business days;
  - c) the Supplier's statements referred to in Article VIII, paragraph 9-12 hereof prove to be false; and
- Any other case as stated in this Framework Agreement.
5. A partial contract shall terminate if:
- a) such termination is agreed upon by both Parties;
  - b) the Customer withdraws from the partial contract due to a substantial breach by the Supplier. The Parties agree that the following shall be considered a substantial breach of the partial contract:
    - ba) a case pursuant to Article VII, Paragraph 6 (d) hereof;
    - bb) delay by the Supplier in delivering the Goods under a specific partial contract exceeding 15 calendar days;
  - bc) any reason that constitutes a substantial breach of this Framework Agreement.
6. A written notice of withdrawal from this Framework Agreement or a specific partial contract takes effect on the day the written notice of withdrawal is delivered to the other Party. Notices of withdrawal from this Framework Agreement or a specific partial contract must be sent by registered mail. Withdrawal from this Framework Agreement or from a specific partial contract does not terminate the contractual relationship from the 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. Each Party shall have the right to terminate this Framework Agreement in the event that the Supplier is no longer designated by the EU as the exclusive supplier of the KINEGRAM® holographic element for the e-RP project. In such case the notice period shall be 6 months and shall begin on the first day of the calendar month following the delivery the written notice of termination to the other Party. The notice must be sent by registered mail. The Parties acknowledge 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, compensation for damages, and such rights and obligations which, by their nature, shall persist even after termination of this Framework Agreement is terminated. This Framework Agreement shall also apply to the relations, including partial contracts, formed during its term even after termination.

#### XIV. FINAL PROVISIONS

1. The Parties agree that any modifications or additions to this Framework Agreement may only be made by way of written amendments, which shall be identified as such and numbered in ascending order. Such amendments shall be agreed upon by the Parties. This provision shall not apply in the event of changes to the authorized representatives or contacts listed in the Framework Agreement, which may be addressed by means of an official letter, or in the event referred to Article VIII in par. 2 hereof.
2. If any provision of this Framework Agreement is or becomes invalid or ineffective, this shall not affect the validity or effectiveness of the other provisions of this Framework Agreement, which shall remain valid and effective. In such a case, the Parties undertake to replace the invalid/ineffective provision with a valid/effective provision whose effect comes as close as possible to that originally intended for the invalid/ineffective provision. If any provision is found to be invalid, the Parties shall assess the effect of such invalidity on the remaining provisions in accordance with Section 576 of the Civil Code.
3. The rights and obligations arising from this Framework Agreement may not be transferred to a third party without the consent of the other Contracting Party.
4. This Framework Agreement shall be equally binding on the respective legal successors of the Contracting Parties.
5. The Contracting Parties do not wish that any additional rights or obligations, in addition to those expressly agreed under the Framework Agreement, should be derived from the existing or future practices established between the Contracting Parties or from general trade usage or from the usage applied in the field relating to the subject of performance hereof, unless expressly agreed otherwise herein. In addition to the provisions stated above, the Contracting Parties hereby confirm that they are not aware of any trading usage or practices established previously between them.
6. The Supplier hereby declares that it respects fundamental human rights and generally accepted ethical and moral standards, in accordance with the Universal Declaration of Human Rights (hereinafter referred to as the "**Rights**"). If the Customer learns in a reliable and verifiable manner that the Supplier has violated or is violating the Rights, and the Supplier continues to violate the Rights despite prior written notice from the Customer or fails to remedy the situation, the Customer has the right to withdraw from this Framework Agreement pursuant to Article XIII hereof.
7. The Supplier further declares that, when performing this Framework Agreement, they 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 the subject matter of this Framework Agreement is performed. If the Customer learns in a

credible and demonstrable manner that the Supplier has failed to fulfil their obligations under the first sentence of this paragraph, and the Supplier continues to fail to fulfil these obligations or does not take remedial action despite prior written notice from the Customer, the Customer has the right to withdraw from this Framework Agreement under the conditions specified in Article XIII.

8. The Parties acknowledge 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 Sb., which lays down special conditions for the effectiveness of certain contracts, the disclosure of these contracts, and the register of contracts, as amended. The publication shall be arranged by the Customer.
9. This Framework Agreement is drawn up in electronic form, with both Contracting Parties receiving an electronic original bearing the qualified electronic signature of the relevant person and with a qualified electronic timestamp 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. If this Framework Agreement is not drawn up in electronic form for any reason, two copies will be drawn up and signed, with each of the Contracting Parties receiving one copy.
10. The Parties declare that they agree with the content of this Framework Agreement, which is prepared in a clear and intelligible manner, based on the true, free and genuine will of the Parties, without any duress. In witness thereof they append their signatures below.
11. The following Annexes form an integral part of this Framework Agreement:

**Annex 1 - Technical specification**

- 1.1 Technical specification of the sheets to be delivered by the Customer (or Supplier) as well as the specification of the finished polycarbonate sheets after application of the holographic element KINEGRAM® by the Supplier
- 1.2 Packaging
- 1.3 Storage conditions
- 1.4 Product specification
  - 1.4.1 Layout sheet (part A and part B)
  - 1.4.2 Card layer definition
  - 1.4.3 Collation crosses + loading edge on blank sheet
- 1.5. Certificate of Conformance, AQL Level Report

**Annex No. 2 - Prices**

**Annex No. 3 - Security audit**

For the Customer:

\_\_\_\_\_  
Ing. Ondřej Hyršl,

**Acting CEO and Production**  
Director  
Státní tiskárna cenin, s. p.

For the Supplier:

\_\_\_\_\_  
**Andreas Schilling**, Head of Sales

**OVD KINEGRAM AG**

\_\_\_\_\_  
**Dominik Raab**, Head of Finance

**OVD KINEGRAM AG**

## Annex No. 2 - Prices

The price of the Goods with a technical specification according to Annex No. 1 of the Framework Agreement:

### **Fulfilment pursuant to the Article II par. 1 Option A of the Framework Agreement**

CZ EU RPr 2.0 PCI BSM556-108-12 + PC sheet

Price of Goods for the year 2026:  
**15,81** CHF per sheet. excl. VAT

Price of Goods for the years 2027 – 2029: The prices of the Goods are determined according to the price list, which is annually issued based on the total amount ordered by all states of the European Union.

The price includes KINEGRAM® PCI security elements, the application process, 15 elements per sheet and **PC sheet Makrofol ID298 6-2 750061 ANTI Laser 100 mic. 295 x 330 mm.**

### **Fulfilment pursuant to the Article II par. 1 Option B of the Framework Agreement**

CZ EU RPr 2.0 PCI BSM556-108-12

Price of Goods for the year 2026:  
**15,27** CHF per sheet excl. VAT

Price of Goods for the years 2027 – 2029: The prices of the Goods are determined according to the price list, which is annually issued based on the total amount ordered by all states of the European Union.

The price includes KINEGRAM® PCI security elements and the application process, 15 elements per sheet.

Any pricing arrangements shall be made exclusively through a mutually agreed and duly executed amendment to the Framework Agreement.

# Annex No. 3 - SECURITY AUDIT

(hereinafter referred to as "this document")

## 1. Determination of subject matter

This document is relevant and describes conditions and requirements of all security audits defined by this Framework Agreement, i.e.:

- a) the initial Security Audit, i.e. an audit before signing this Framework Agreement with the selected Contractor within the selection procedure;
- b) all subsequent regular Security Audits and extraordinary Security audits carried out after the signing of this Framework Agreement.

## 2. Determination of Parties

For the purposes of this document, the general designations of the Contracting Parties are used, where Státní tiskárna cenin, s. p., Business ID: 0001279 is designated as the Contracting authority (Customer), and the Contractor (Supplier) as any entity, which shall be providing the performance of the subject matter of this Framework Agreement as subcontractor/s of the Framework Agreement and the Contractor remains responsible for fulfilment of these obligations and the Contractor is required to assure cooperation on the subcontractor/s side.

## 3. Participation / personnel composition

The Security Audit will be performed by representatives of the Contracting authority (usually 1-2 persons) and facultatively with a support of representatives of an independent auditor who is a person accredited by the Czech Accreditation Institute, o.p.s. (where "o.p.s." stands for a "Community interest society" a form or a legal entity recognised by the Czech law) or another authority according to the legal order of the given country.

If the Contractor raises any reservations to the course, manner of execution or outcome of the Security Audit, that was performed only by the Contracting authority, another Security Audit by an independent auditor as defined in the previous paragraph shall be subsequently arranged and performed.

For the Contractor is required to participate officer responsible for security, i.e. Security manager or an authorized person. Other persons may participate at the discretion of the Contractor.

## 4. Method of conducting the security audit:

The Security Audit will be performed in accordance with ISO 19011: 2019. The Security Audit will be carried out either physically on site or, if the current situation does not allow it, it will be carried out remotely (i.e. by videoconference in combination with a shared document depository) (hereinafter referred to as "**remote audit**").

**5. Time course:**

The Security Audit will usually be organized in two days with the following agenda:

- Day 1 - security policy, security documentation, risk management, business continuity management, ensuring security processes, building inspection,
- Day 2 - completion of the inspection of the building and inspection of the settings of security processes, processing of the minutes of the security audit, conclusion.

The remote audit agenda can be adjusted in terms of time schedule.

**6. Date of the Security Audit:**

The Contractor's contact person stated within the tender procedure will be informed of the Security Audit at least 5 days in advance in the case of an initial Security Audit, i.e. an audit before signing this Contract with the selected Contractor within the tender procedure, and at least 30 days in advance in subsequent Security Audits, i.e. audits carried out after the signing of this Contract.

**7. Minimum requirements to be subject to Security Audit:**

All information, terms and requirements in this document must be interpreted in the context of the relevant standards and general security principles (especially according to international standards series 27000 and the interpretation of the Czech National Cyber and Information Security Agency), system management (according to international management system standards) and procedural procedures (according to the general principles of the procedural approach).

**The Contractor must ensure compliance with all of the following requirements, all of which are based on the requirements in particular ISO 14298 and INTERGRAF 15374, and must be interpreted in accordance with ISO 14298 and INTERGRAF 15374.**

**A fundamental document for assessing the fulfilment of the following requirements is the risk analysis prepared by the Contractor (see requirement 01 below), on which the method of meeting the individual requirements based on ISO 14298 and INTERGRAF 15374 is based:**

No	Requirement	Further description on manner of fulfilling the requirement
01	A risk assessment and risk management document must be prepared and regularly updated	<p><b><u>Minimum level to fulfil the requirement:</u></b></p> <p>The Contractor is obliged to have a risk analysis prepared and regularly updated (at least once a year), including the determination of the management of these risks to the extent of at least the ISO 14298 standard - point 4.4.</p> <p>The document must meet:</p> <ol style="list-style-type: none"><li>(1) Requirements according to ISO 27001, or</li><li>(2) must contain at least the following parts:<ul style="list-style-type: none"><li>• risk identification</li><li>• risk analysis</li><li>• risk evaluation</li><li>• risk mitigation</li></ul></li></ol>

No	Requirement	Further description on manner of fulfilling the requirement
		<ul style="list-style-type: none"> <li>• risk management (resp. its mitigation)</li> <li>• risk monitoring and review</li> </ul> <p><b><u>Manner of fulfilling in case of physical audit:</u></b> Submission of specific written documentation containing a risk analysis, including the management of these risks, which demonstrates compliance with the above minimum requirements.</p> <p><b><u>Manner of fulfilling in case of remote audit:</u></b> Submission of specific written documentation containing a risk analysis, including the management of these risks, which demonstrates compliance with the above minimum requirements in the form of remote access or display on a shared screen.</p>
02	A system of regular safety inspections of the Contractor's subcontractors, who supply him with input safety material for the production and finalization of products, must be set up and implemented	<p><b><u>Minimum level to fulfil the requirement:</u></b> The Contractor is obliged to have set up and implemented a system of regular (at least once in a period of 3 years) security inspections of its subcontractors, who supply it with input security material for the production and finalization of products. For the purposes of this security audit, any control of a subcontractor that verifies compliance with the requirements of min. in the scope of points 1-12 according to this document shall be considered as the security inspection, while the form of such an inspection must be a security audit in personal / physical or remote form, or verification of the holding of ISO 14298 or INTERGRAF 15374 certificates.</p> <p>The scope and manner of performing these security inspections may differ from the above stated minimal requirements if this different procedure is in accordance with the Contractor's risk analysis (i.e. the document according to requirement 01 in this document).</p> <p><b><u>Manner of fulfilling in case of physical audit:</u></b> Submission of specific written documentation containing the settings of the above required system of security inspections (i.e. especially the internal documentation of the Contractor), including documentation of min. 1 sample in the sense of proving the performance of a specific security inspection of the subcontractor meeting the above requirements in the last min. 3 years from the date of the ongoing Security Audit.</p> <p><b><u>Manner of fulfilling in case of remote audit:</u></b> Submission of specific written documentation containing the settings of the above required system of security inspections (i.e. especially the internal documentation of the Contractor),</p>

No	Requirement	Further description on manner of fulfilling the requirement
		<p>including documentation of min. 1 sample in the sense of proving the performance of a specific security inspection of the subcontractor meeting the above requirements in the last min. 3 years from the date of the ongoing security audit in the form of remote access or display on a shared screen.</p>
03	<p>A system of concluding confidentiality agreements with the Contractor's subcontractors must be set up and implemented</p>	<p><b><u>Minimum level to fulfil the requirement:</u></b>  The Contractor is obliged to have set up and implemented a system of concluding confidentiality agreements with its subcontractors, which contain at least the following parts:</p> <ul style="list-style-type: none"> <li>• Names of parties to the agreement,</li> <li>• Definition of what constitutes confidential information,</li> <li>• Prohibiting any exclusion from confidentiality (except for legal and other generally binding obligations to publication of information)</li> <li>• Relevant time period,</li> <li>• Fines and sanctions in the appropriate amount according to the risk analysis</li> </ul> <p>The specific mandatory requirements and the final form of these confidentiality agreements may differ from the above stated minimal requirements if this different procedure is in line with the Contractor's risk analysis (i.e. the requirement 01 document in this document).</p> <p><b><u>Manner of fulfilling in case of physical audit:</u></b>  Submission of specific written documentation containing the settings of the required system (i.e. especially the internal documentation of the Contractor), including documentation of min. 1 sample in the sense of proving the conclusion of a specific agreement on confidentiality with a subcontractor meeting the above requirements.</p> <p><b><u>Manner of fulfilling in case of remote audit:</u></b>  Submission of specific written documentation containing the settings of the required system (i.e. especially the internal documentation of the Contractor), including documentation of min. 1 sample in the sense of proving the conclusion of a specific confidentiality agreement with the subcontractor meeting the above requirements in the form of remote access or display on a shared screen.</p>
04	<p>Security procedures must be set up and implemented</p>	<p><b><u>Minimum level to fulfil the requirement:</u></b>  The Contractor is obliged to have prepared and implemented security procedures and rules for the production and delivery of safety products. The whole process must be described, from the purchase of raw materials / semi-finished products, the production cycle to the dispatch and transport of the products to the customer. The documentation must include a record of materials during the production cycle, i.e. ensuring that the</p>

No	Requirement	Further description on manner of fulfilling the requirement
		<p>Contractor knows (knows / is known to the Contractor) at all times (at each production step) where and how much material is located, while the same process must be set after production step, and the same procedure must be set in case disposal of non-conforming production. The rule of traceability must be observed - the ability to trace the history, use or location of what is being assessed.</p> <p>The scope and manner of fulfilling of these requirements may differ from the above stated minimal requirements if this different procedure is in line with the Contractor's risk analysis (i.e. the requirement 01 document in this document).</p> <p><b><u>Manner of fulfilling in case of physical audit:</u></b> Submission of specific written documentation containing the above required security processes and rules (i.e. especially the Contractor's internal documentation), including documentation of min. 1 sample in the sense of proving the implementation of the given processes and rules meeting the given documentation.</p> <p><b><u>Manner of fulfilling in case of remote audit:</u></b> Submission of specific written documentation containing the above required security processes and rules (i.e. especially the Contractor's internal documentation), including documentation of min. 1 sample in the sense of proving the implementation of the given processes and rules meeting the given documentation in the form of remote access or display on a shared screen.</p>
05	A system of regular internal Security Audits must be set up and implemented	<p><b><u>Minimum level to fulfil the requirement:</u></b> The Contractor is obliged to have set up a system of regular (at least once a year) internal security audits of its own procedures and rules in the scope of at least according to the ISO 14298 standard - point 9.2. Performing the security audits may be part of internal audits.</p> <p><b><u>Manner of fulfilling in case of physical audit:</u></b> Submission of specific written documentation containing the settings of the above required system of internal security audits (i.e. especially the internal documentation of the Contractor), including documentation of min. 1 sample in the sense of proving the performance of a specific internal security audit meeting the above requirements in the last year from the date of the ongoing Security Audit. The Contractor is also obliged to document the record of such an audit and information on the implementation of corrective measures in case of identified</p>

No	Requirement	Further description on manner of fulfilling the requirement
		<p>deficiencies, if relevant, and the current program / plan of internal audits, if it is prepared.</p> <p><b><u>Manner of fulfilling in case of remote audit:</u></b>  In the form of remote access, or display on a shared screen, the submission of specific written documentation containing the settings of the required system of internal security audits (i.e. especially the internal documentation of the Contractor), including documentation of min. 1 sample in the sense of proving the performance of a specific internal security audit meeting the above requirements in the last year from the date of the ongoing security audit. The Contractor is also obliged to document the record of such an audit and information on the implementation of corrective measures in case of identified deficiencies, if relevant, and the current program / plan of internal audits, if it is prepared.</p>
06	The so-called Business Continuity Plan of the Contractor must be prepared	<p><b><u>Minimum level to fulfil the requirement:</u></b>  The Contractor is obliged to have prepared a so-called Business Continuity Plan of the Contractor in order to ensure the uninterrupted supply of products or services and to ensure maximum protection in order to ensure the operation of the company and its operation in situations where the company is threatened or facing a disaster, and this document must meet the following minimum requirements:</p> <p>(1) the requirements of the standard according to ISO 22301, or  (2) must contain at least the following parts:</p> <ul style="list-style-type: none"> <li>• Risk and threat analysis</li> <li>• Business impact analysis</li> <li>• Crisis measures and organizational guidelines to keep the organization in crisis</li> <li>• Plans and measures to maintain continuity</li> <li>• Scenarios, plans and measures for recovery of operation</li> <li>• Techniques for quality assurance, preventive measures such as maintenance, exercises, audits</li> <li>• Contact information for members of management (especially crisis)</li> <li>• Instructions for employees in the event of a crisis</li> <li>• Allocation of people, tools, and other resources</li> </ul> <p>The scope and manner of fulfilling of these requirements may differ from the above stated minimal requirements if this different procedure is in line with the Contractor's risk analysis (i.e. the requirement 01 document in this document).</p> <p><b><u>Manner of fulfilling in case of physical audit:</u></b></p>

No	Requirement	Further description on manner of fulfilling the requirement
		<p>Submission of specific documentation demonstrating compliance with the above minimum requirements.</p> <p><b><u>Manner of fulfilling in case of remote audit:</u></b> Submission of specific documentation that demonstrates compliance with the above minimum requirements in the form of remote access or display on a shared screen.</p>
07	<p>The Contractor's production and storage facilities must be secured by the following systems: IDS (Intrusion Detection System), FS (Fire System), CCTV, ACS (Access Control System)</p>	<p><b><u>Minimum level to fulfil the requirement:</u></b> The Contractor is obliged to provide and equip the Contractor's production and storage facilities with defined security systems (IDS, FS, CCTV, ACS) with connection to the monitoring center (internal or external), while the following minimum requirements must be met:</p> <ul style="list-style-type: none"> <li>- CCTV must be recorded and must monitor the entire production area and perimeter without blind spots.</li> <li>- ACS must be installed at least at all entrances to the production premises.</li> <li>- IDS must fully cover at least all production premises, production preparation and storage premises.</li> <li>- FS is not mandatory if this fact is stated in the "Fire safety solution" or a similar document.</li> </ul> <p>The scope and manner of fulfilling of these requirements may differ from the above stated minimal requirements may differ from the above if this different procedure is in line with the Contractor's risk analysis (i.e. the requirement 01 document in this document).</p> <p><b><u>Manner of fulfilling in case of physical audit:</u></b> Physical inspection of the installed security technology, visit to the monitoring center, submission of the document "Description of physical and logical perimeter," or "Security project" or the directive "Physical protection" or similar documents describing the installed security technologies, including "Fire safety solution" or a similar document, if relevant, and proving compliance with the above minimum requirements.</p> <p><b><u>Manner of fulfilling in case of remote audit:</u></b> Submission of specific documents "Description of the physical and logical perimeter, or "Security project" or the directive "Physical Protection" or similar documents describing the installed security technologies demonstrating compliance with the above minimum requirements, including "Fire safety solution" or a similar document, if relevant, remote access or</p>

No	Requirement	Further description on manner of fulfilling the requirement
		shared screen display the documentation must be photographs of the installed technologies, or document the security features installed by the camera as part of the online transmission, which will document compliance with the minimum requirements).
08	Space must be designated for loading and unloading goods and materials	<p><b><u>Minimum level to fulfil the requirement:</u></b>  The Contractor is obliged to have a marked area for loading or unloading goods and material and this area must be operated in security mode (i.e. min. PZTS, ACS and CCTV with a record that monitors the entire area without blind spots). At the time of loading / unloading, only the operator handling the goods or materials and, if necessary, guarding must be present in the area.</p> <p>The scope and manner of fulfilling of these requirements may differ from the above stated minimal requirements may differ from the above if this different procedure is in line with the Contractor's risk analysis (i.e. the requirement 01 document in this document).</p> <p><b><u>Manner of fulfilling in case of physical audit:</u></b>  Physical inspection of the space, submission of the document "Description of physical and logical perimeter, or" Security project "or the directive" Physical protection "or similar documents describing the security of loading / unloading areas that demonstrate compliance with the above minimum requirements, the documentation must include photographs of the installed technologies that will document compliance with the minimum requirements.</p> <p><b><u>Manner of fulfilling in case of remote audit:</u></b>  Submission of documents "Description of the physical and logical perimeter, or" Security project "or the" Physical Protection "Directive or similar documents describing the security of loading / unloading areas demonstrating compliance with the above minimum requirements, by remote access or display on a shared screen (the documentation must include photographs of the installed technologies, that will document compliance with the minimum requirements).</p>
09	Physical security must be performed by the Contractor's own staff or by an external qualified entity	<p><b><u>Minimum level to fulfil the requirement:</u></b>  The Contractor is obliged to ensure continuous physical security of its facilities by its own employees or by an external qualified entity that is authorized to perform the physical security in accordance with the law. All production and storage facilities of the Contractor related to the performance of the public contract must be secured against the intrusion and entry of unauthorized persons, detailed inspection of the interior from the outside or the presence of unauthorized persons. E.g. it</p>

No	Requirement	Further description on manner of fulfilling the requirement
		<p>must have adequate perimeter security (fencing) and mechanical security of all entrances (grilles on windows, hardened entrances-doors, etc.)</p> <p>The scope and manner of fulfilling of these requirements may differ from the above stated minimal requirements may differ from the above if this different procedure is in line with the Contractor's risk analysis (i.e. the requirement 01 document in this document).</p> <p><b><u>Manner of fulfilling in case of physical audit:</u></b> Physical inspection of the security area and mechanical security systems, submission of a document "Description of physical and logical perimeter", or document "Security project" or directive "Physical protection" or similar documents describing the state of physical security, which demonstrates compliance with the above minimum requirements. The Contractor must submit photographs of the security of the building, which will document the fulfilment of the minimum requirements, and in the case of an external entity, the Contractor must document the concluded valid contract on ensuring physical security between the Contractor and the external entity.</p> <p><b><u>Manner of fulfilling in case of remote audit:</u></b> Submission of a document "Description of the physical and logical perimeter, or a document" Security project "or a directive" Physical protection "or similar documents describing the state of physical security demonstrating compliance with the above minimum requirements, by remote access or display on a shared screen. The Contractor must submit photographs of the security of the building, which will document the fulfilment of the minimum requirements, and in the case of an external entity, the Contractor must document the concluded valid contract on ensuring physical security between the Contractor and the external entity.</p>
10	A key management must be implemented	<p><b><u>Minimum level to fulfil the requirement:</u></b> The Contractor is obliged to have a transparent key regime implemented, which ensures the registration, allocation, and secure storage of keys. The key mode system must be inspected at least once a year.</p> <p>The scope and manner of fulfilling of these requirements may differ from the above stated minimal requirements may differ from the above if this different procedure is in line with the Contractor's risk analysis (i.e. the requirement 01 document in this document).</p>

No	Requirement	Further description on manner of fulfilling the requirement
		<p><b><u>Manner of fulfilling in case of physical audit:</u></b> Physical inspection of the registration system and key storage, documentation of specific documentation that the inspection of the key regime system is performed at least once a year, i.e. the Contractor must submit at least a record of the inspection in the last year from the date of the ongoing security audit.</p> <p><b><u>Manner of fulfilling in case of remote audit:</u></b> In the form of remote access or display on a shared screen, the Contractor must document documents from which it is clear that the key mode is implemented (photo documentation of key storage must be included) and document specific documentation that the records of assigned keys are checked at least once a year, i.e. the Contractor must provide at least a record of the inspection in the last year from the date of the ongoing security audit.</p>
11	They must be processed and implemented the principle of access to information systems during and upon termination of employment	<p><b><u>Minimum level to fulfil the requirement:</u></b> The Contractor is obliged to have developed and implemented the principles of controlled access to information systems during and upon termination of employment of the Contractor's employees.</p> <p><b><u>Manner of fulfilling in case of physical audit:</u></b> Submission of specific written documentation containing the setting of the above required principles (i.e. especially the internal documentation of the Contractor, e.g. output sheet), including documentation of min. 1 sample in the sense of proving the implementation of the given principles meeting the above requirements.</p> <p><b><u>Manner of fulfilling in case of remote audit:</u></b> Submission of specific written documentation containing the setting of the above required principles (i.e. especially the internal documentation of the Contractor, e.g. output sheet), including documentation of min. 1 sample in the sense of proving the implementation of the given principles meeting the above requirements in the form of remote access or display on a shared screen.</p>
12	The Contractor has its own employees to ensure the production and storage of security products, or agency employees who meet other conditions	<p><b><u>Minimum level to fulfil the requirement:</u></b> The Contractor is obliged to ensure the production and storage of security products by its own employees or by an agency staff. If they use agency staff, they must have a signed confidentiality agreement (to the minimum extent of point 03 of this document), both with their own staffing agency and with the Contractor. At the same time, there must be a confidentiality agreement (to the minimum extent of point 03 of</p>

No	Requirement	Further description on manner of fulfilling the requirement
		<p>this document) between the Contractor and the recruitment agency.</p> <p>For the purposes of this security audit, Agency Employment is the temporary placement of an employment agency employee to perform work for an employer on the basis of an employment contract or also in the form of an employment agreement concluded between the employee and the employment agency. In this case, the user does not "take" temporarily placed employees from the agency, but only "hires" them for a period of time. At the same time, agencies may not demand payment from agency staff - the user pays the agency.</p> <p><b><u>Manner of fulfilling in case of physical audit:</u></b> Submission of specific written documentation proving compliance with the requirement (i.e. especially personnel records).</p> <p><b><u>Manner of fulfilling in case of remote audit:</u></b> Submission of specific written documentation proving the fulfilment of the given requirement (i.e. especially personnel records) in the form of remote access or display on a shared screen.</p>