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FRAMEWORK AGREEMENT FOR THE PRODUCTION AND SUPPLY OF THE TRACER

registered by the Buyer under No. 054/OS/2025
(hereinafter referred to as "**the Framework Agreement**")

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: Ing. Ondřej Hyršl, Acting CEO and Production Director
Bank details: UniCredit Bank Czech Republic and Slovakia, a. s.
Account number: 200210010/2700
IBAN: XXX
SWIFT: XXX

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

and

Univect sp. z o.o.

with its registered office at al. Kasztanowa 3a-5, 53-125 Wrocław, Poland entered in the Commercial Register administered by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division of the National Court Register

Business ID: 0000231835
Tax Identification No.: PL8971701695
Represented by: **Tomasz Mechliński & Jakub Cichos,**
Members of the Management Board

Bank details: XXX
Account number: 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: **Ing. Ondřej Hyrší**, Acting CEO and Production Director

On behalf of the Seller: **Tomasz Mechliński**, CEO

e-mail: [XXX](#), tel.: XXX

Jakub Cichos, Member of the Board of Directors

e-mail:XXX, tel.: XXX

Representatives authorized to negotiate in factual and technical matters:

On behalf of the Buyer: **Ondřej Hyrší**, Acting CEO and Production Director

e-mail: [XXX](#), tel.: XXX

XXX

On behalf of the Seller: **Tomasz Mechliński**, CEO

e-mail: [XXX](#), tel.: XXX

Jakub Cichos, Member of the Board of Directors

e-mail: , tel.: XXX

I. INTRODUCTORY PROVISIONS

1. The Seller provides expert-level secure authentication solutions, leveraging unique physical product protection and portable detection systems ("Authentication Technologies"). The Buyer and the Seller wish to apply and further develop existing taggant-based Authentication Technologies for use across offset, digital, and other printing techniques.
2. The Parties intend to collaborate by combining STC's global security printing capabilities with the Seller's Authentication Technologies to deliver best-in-class solutions to current and potential clients worldwide.
3. The parties declare their interest in cooperation aimed at ensuring the highest standards of security for Czech biometric passports.
4. 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:
 - a) supply to the Buyer unique chemical tracer in dry form or other mutually agreed form (hereinafter referred to as the "**Tracer**") in accordance with specification stated in the Annex No. 2 to this Framework Agreement;
 - b) lend two (2) XXX detectors under this Agreement, including a complete set of configured controllers and accessories (hereinafter referred to as the "**Detectors**") in accordance with specification stated in the Annex No. 2 to this Framework Agreement, for the whole duration of this Framework Agreement, including technical support and training for the Detectors.(collectively or separately hereinafter referred to as the "**Goods**").
2. The Seller is further obliged to provide to the Buyer XXX in accordance with specification stated in the Annex No. 2 to this Framework Agreement, which includes availability of the system, calibration, reporting, training and software, as defined in Article IX of this Framework Agreement.
3. The Buyer undertakes to accept the Goods, duly delivered as regards the required quantity, type and quality, and pay the price for the Tracers and the Detectors agreed under Article V hereof.

III. ORDERS

1. All supplies of the Tracer 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.
2. As a minimum requirement, an order shall contain the following details:
 - a) Seller's and Buyer's identification data;
 - b) detailed specification of the Tracer, including the quantity of the Tracer to be delivered;
 - c) other requirements for the Tracer;
 - 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.



3. The order shall be sent to the Seller electronically to the Seller's e-mail address XXX.
4. 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 XXX 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.
5. The Parties agree that the Seller will respect the supplies of the Tracer as requested and will not modify the supplies as to type, volume or finance unless expressly agreed by the Parties.
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.
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 Seller is obliged to deliver the Tracer to the Buyer no later than **30 calendar days 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 Tracer within the period stipulated by the Buyer in such order.
2. The Seller is obliged to deliver the Detectors to the Buyer no later than **30 calendar days from the date when this Framework Agreement taken effect**.
3. Each partial delivery of the Tracer shall be supplied with full instructions for application. Each delivery includes two reference samples: one provided directly to the Buyer and one retained by the Seller.
4. With first delivery, the Seller provides the Buyer with methods of forensic identification and comparison against reference samples. With each delivery, the Seller provides the Buyer with product characteristics and material safety data sheet (MSDS). Reference samples of each delivery are stored by the Seller under conditions compliant with the INTERGRAF 15374:2023 certification, for 25 years. Access to samples is granted to the Buyer upon request.
5. Each delivery of the Goods shall be accompanied with a Delivery Note, which shall be confirmed by both Parties upon handover and takeover of the Goods, and shall be used as the Goods 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.
6. The Buyer shall immediately send a single printout of the signed Delivery Note to the Seller at the following email address: **XXX**.
 7. The Seller is obliged to deliver the Goods to the Buyer's production plant at the address Růžová 943/6, Nové Město, 110 00 Prague 1, Czech Republic.
 8. Delivery of the Goods according to this Framework Agreement shall be governed by the agreed delivery conditions INCOTERMS® 2020, DAP.
 9. The Seller shall notify to the Buyer's e-mail address [XXX](#) at least 7 working days before dispatch date the information about day and presumed time of the dispatch of the Goods, name of the carrier. The Seller shall without undue delay notify the Buyer of any delay in the delivery of the Goods in order for the latter to adapt to the situation.
 10. The Seller shall deliver the Goods on business days and during the Buyer's regular working hours, i.e. between 6:00 a.m. and 2:00 p.m., unless stipulated otherwise by the Buyer. Outside these hours, it is only possible to receive Goods following a previous agreement between the Seller and the Buyer's representative stated in the order.
 11. The Buyer is entitled to refuse to take over the Goods if the Goods have defects or are not supplied in the agreed type, quality, quantity, or time. Incoming quality control of the Tracer upon delivery shall be performed in accordance with Annex No. 4 (Quality Control of the Tracer). For avoidance of doubt, preliminary quality verification of paper containing the Tracer prior to dispatch of samples may be performed by the Buyer in accordance with Annex No. 5 (Quality Verification of Marked Paper).
 12. Delivered Goods shall be packed in the manner usual for such Goods with regard to the place of delivery of the Goods and the method of transport in order to secure preservation, protection and quality of the Goods and the Goods are secured against mechanical damage and damage by climate effects. Each delivered dispatch shall be duly marked with the information of the Goods, manufacturer and weight of the Goods.
 13. The Buyer is obliged to take over to Goods 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 Goods.
 14. The ownership title to the Tracer supplied on the basis of this Framework Agreement shall pass on the Buyer at the moment of takeover of the Tracer, i.e. at the moment the handover protocol for the Trace (delivery note) is signed by the Buyer. The risk of damage to the Tracer shall pass to the Buyer at the same moment.



15. Based on joint testing, consumption is defined as approx. XXX of tracer per XXX of paper \pm 15%, tolerance levels are acceptable based on production needs.

V. PRICE

1. The price for deliveries of Tracer 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 gram of Tracer. The unit price for one gram of Tracer is XXX excl. VAT.
2. 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 price according to the Paragraph 1 of this Article is maximal and final and includes all costs of the Seller particularly packaging and transportation to the place of performance, customs duty, customs charges, related services and the discharge of the Seller's obligations under DAP INCOTERMS 2020. The price according to the Paragraph 1 of this Article includes also the price for loan of the Detectors.

VI. PAYMENT TERMS

1. The price shall be paid by the Buyer after proper delivery of the Goods on the basis of tax documents (invoices) issued by the Seller.
2. The Seller's right to issue a tax document (invoice) is established on the date delivery, i.e. the date of signature of the delivery note by the Buyer's authorized representative. The date of taxable supply is the date of handover of the Goods with confirmation in the form of a protocol, i.e. the date on which the Buyer's authorized representative signed the delivery note.
3. 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.
4. The Seller shall issue a separate tax document (invoice) for each delivery of Goods.
5. The Buyer does not provide the Seller with any advance payments for the price.
6. The maturity period of any tax document (invoice) duly issued by the Seller is 30 calendar days following its issuance date. The Seller is obliged to deliver the invoice to the Buyer to e-mail address XXX. 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.
7. 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.
8. 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.
 9. 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.
 10. 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. LIABILITY FOR DEFECTS

1. The Seller declares that he is aware that the goods will be used in the production of the Czech biometric passports.
2. The Goods must be free of any factual and legal defects. The Goods are considered to have defects, if not delivered the stipulated quality and quantity, or if not delivered in accordance with this Framework Agreement or any partial contract (confirmed order), or if not complied with the verification procedures set up in Annexes No. 4 and 5 to this Framework Agreement.
3. The Seller shall provide the Buyer with a guarantee for the quality of the **Tracer** from the date of takeover of the Tracer without any defects and for the duration of the Czech passport's validity (hereinafter as the "**Agreed Period**"). A defect shall be regarded as claimed in a timely manner if the notice of such defect is sent to the Seller on the last day of the Agreed Period at the latest. If the end of the Agreed 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 Seller on the next following business day.
4. The Seller shall provide the Buyer with a guarantee for the quality of the **Detectors** from the date of takeover of the Detectors without any defects for the duration of this Framework Agreement (hereinafter as the "**Agreed Period**"). A defect shall be regarded as claimed in a timely manner if the notice of such defect is sent to the Seller on the last day of the Agreed Period at the latest. If the end of the Agreed 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 Seller on the next following business day.
5. Under liability for quality of the Goods, the Seller undertakes that the Goods shall be free of defects, i.e. be, for the duration of the Agreed Period, capable of performance for the contracted purpose, otherwise to the usual purpose, and maintain the otherwise the usual properties contracted in particular in Article II Paragraph 1 hereof. The Seller is liable for any defect, including hidden or obvious defects, which arise or manifest during the Agreed Period. The Buyer may claim defects in the delivered Goods at any time during the Agreed period.



- The liability for defects for the Detectors shall not apply to mechanical damage or to defects arising from abnormal operating conditions.
6. The Seller declares that the Goods are not encumbered with rights of third parties and have no other legal defects.
 7. If the Goods suffer defect(s), the Buyer is entitled to:
 - a) have the defect removed through a new supply of perfect Goods;
 - b) have the defect removed through the supply of the missing Goods;
 - c) demand an adequate discount on the price;
 - d) withdraw from the relevant partial contract.
 8. The choice of the entitlement resulting from defective Goods under Paragraph 7 of this Article hereof always lies with the Buyer.
 9. The period for settling a claim according to the Paragraph 7 of this Article is 20 calendar days from its notification to the Seller's e-mail address **XXX**. In case of failure of the Detector, the Seller shall provide a replacement detector as soon as possible within no more than 48 hours to the Buyer's production plant according to the Article IV paragraph 7 of this Framework Agreement.
 10. All costs incurred in connection with the defects of the Goods or the exercise of defect claims, especially the costs of the replacement of any defective Goods, and the costs of delivery of any missing quantity of the Goods, shall be borne by the Seller.
 11. Before all defects of the Goods are removed, the Buyer will not be obliged to pay the Seller the price of the defective Goods, if the price for defective Goods has not yet been paid to the Seller at the time of the exercise of the claim.
 12. Making claim under liability for defects shall not affect Buyer's entitlement to the agreed contractual penalty and damages.
 13. Any activities, which are necessary for or are relating to claiming the defects, shall be made by the Seller itself at its own costs in cooperation with the Buyer during the Buyer's working hours so that its activities will not endanger or limit the Buyer's activities.

VIII. 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 the Processing of Personal Data, as amended , 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 of 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. In accordance with the previous sentence, the Contracting Parties have agreed that the information relating to the production volumes of the Goods, prices and Annexes No. 2, 3, 4 and 5 to this Framework Agreement are considered trade secrets.
12. In accordance with the provisions of this Article, the Parties agree that the Seller is entitled during industry fairs and in direct discussions with prospective clients, state that its technology is used in Czech passports provided that the technical details or security-sensitive information is considered non-public information in the sense of this Article.
13. Prior to each fair according to the previous Paragraph the Seller shall request Buyer's written approval regarding the scope of communication. The Buyer retains the right to prohibit such communication at any time. In direct discussions with business partners, the Seller may only disclose the fact of cooperation and may provide the Buyer's contact email address XXX for confirmation.
14. In the sense of the Paragraphs 12 and 13 of this Article the Buyer will certify the Seller as an Authentication Solution Provider for use in the Buyer's security products.



IX. SPECIAL PROVISIONS, OTHER RIGHTS AND OBLIGATION OF PARTIES, 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 80 000 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 not entitled to perform this Framework Agreement or part thereof through its subcontractor(s).
3. If the Seller at the time of signature of this Framework Agreement proves implementation of security processes to ensure the production security integrity 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. 1 to Framework Agreement (hereinafter referred to as the "**Security Audit**").
4. If the Seller at the time of signature of this Framework Agreement did not prove implementation of security processes to ensure the production security integrity 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. 1 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. 1 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 this 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. 1 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. 1 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. For the avoidance of any doubt, the Buyer states that the adjustment and obligations set out in Paragraphs from 3 to 7 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.
9. The Seller declares that the Seller 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.
10. The Seller further declares that for purposes of performance of this Framework Agreement no funds or economic resources will be made available directly or indirectly to natural or legal persons, entities or bodies listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006 or for their benefit.
11. If, during the validity and effectiveness of this Framework Agreement, there should be non-compliance with the conditions specified in Paragraph 9 or 10 this Article of the Framework Agreement, the Seller undertakes to immediately once the Seller finds out about the change of circumstances, inform the Buyer of this fact in writing.
12. During the term of this Framework Agreement, the Seller reserves the right to replace detectors supplied to STC with new or upgraded units. Any replacement shall be carried out in a manner that ensures the continuous and uninterrupted operation of the XXX. Replacement units shall be delivered and installed by the Seller at no cost to the Buyer.
13. Each detector supplied in addition to Article II Paragraph 1 hereof may be supplied at XXX



- excl. VAT/month per unit. The delivery schedule shall be determined at the time of order placement and shall depend on the number of detectors ordered, provided that the maximum number of detectors delivered per month shall not exceed thirty (30) units after the first three (3) months from the order date. Each detector shall be subscribed for a minimum period of twelve (12) months.
14. The two complete sets supplied according to the Article II Paragraph 1 of this Framework Agreement, including Detectors and all related accessories, shall be returned to the Seller upon termination of this Framework Agreement.
 15. Any additional complete sets delivered according to the Paragraph 13 of this Article shall be returned to the Seller upon termination or expiration of the respective subscription.
 16. The Seller agrees that the Buyer will provide one Detector to a third party, i.e. to the supplier of the paper for the production of the Czech biometric passports, for the purpose of the verification of the paper samples according to the Annex No. 5 of this Framework Agreement.
 17. The Seller provides online 8:00-16:00 CET and telephone 24/7 technical support throughout this Framework Agreement term. Technical support is available via e-mail at XXX and by telephone at XXX.
 18. Upon the Buyer's request, the Seller may conduct on-site training in the Czech Republic at XXX/day plus travel costs. Such training shall apply exclusively to training beyond the basic training provided together with the Goods under this Framework Agreement.
 19. In accordance with the Article II Paragraph 2 of this Framework Agreement the Seller shall supply to the Buyer the XXX. The Seller guarantees the Buyer that:
 - the system is accessible to STC 24/7 from the date from the delivery of the Goods;
 - planned maintenance may cause downtime not exceeding twelve (12) hours per year, with at least fourteen (14) days' prior notice to the Buyer;
 - any unplanned downtime shall be minimized and promptly reported to the Buyer, including information on cause and estimated time to resolution.
 20. In the scope of the XXX the Seller provides the calibration of the Detectors. The calibration process shall be performed in accordance with Annex No. 3 to this Framework Agreement (Calibration Procedure). XXX.
 21. In the scope of the XXX, as specified in Annex No. 2 to this Framework Agreement, the Seller provides also the following software under the following conditions:
 - the mobile XXX application is provided under a perpetual licence with automatic updates at no additional cost;
 - the online authorization management platform XXX includes multi-level user management, reporting functions, and full event logging;
 - changes regarding main access rights or permissions within the XXX for the Buyer's account shall be carried out upon the Buyer's request.



22. The Buyer guarantees to check that the supplier of the paper for the production of the Czech biometric passports has used the entire quantity of the Tracer supplied for the production of a given batch of paper to produce the paper.

X. SANCTIONS

1. In the case of Seller's delay with the delivery of the Tracer within the term according to Article IV Paragraph 1 hereof, the Seller is obliged to pay a contractual penalty to the Buyer in the amount of 0,1 % of the price (excluding VAT) of delivery of the Tracer or its part with the delivery of which the Seller is in delay, for each started day of such delay.
2. In the case of the Seller's delay in settling a claim within any period specified in Article VII Paragraph 9 hereof, the Seller is obliged to pay a contractual penalty to the Buyer in the amount of 0,1 % of the price (excluding VAT) of the defective Goods, for each started day of such delay.
3. In the case of violation of the obligations resulting from Article VIII 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.
4. In the event of a breach of any of the obligations in Article IX Paragraph 9 or 10 or 11 hereof by the Seller, 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.
5. 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.
6. The contractual penalty is due within 30 calendar days after the delivery of the bill for the contractual penalty to the Seller.

XI. 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 Contractual 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 already accrued, i.e. the contractual obligation to pay the contractual penalty is not affected by liberation reasons.

XII. 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.

XIII. 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 for period of 10 years from taking effect of the Framework Agreement, or until the maximum financial limit EUR 100 000 will be exhausted, whichever is the earlier.
3. This Framework Agreement shall terminate
 - a) with the lapse of the period of time stated in the Paragraph 2 of this Article;
 - b) upon the exhaustion of the maximum financial limit stated in paragraph 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 cases given in this Framework Agreement or in the event of a substantial breach by either Party.
4. The Parties agree that they consider the following cases in particular to constitute a substantial breach hereof:
- a) repeated, at minimum the second, delay of the Seller in the delivery of Goods within the term stated in Article IV Paragraph 1 or 2 hereof for a period exceeding 3 months;
 - b) breach of Article VIII hereof which has not been remedied following a previous notice for correction,
 - c) breach of obligation under Article IX Paragraph 1 hereof;
 - d) breach of obligation under Article IX Paragraph 3, 5, 6, 7, or 8 hereof;
 - e) breach of obligation under Article IX Paragraph 12 hereof;
 - f) breach of the Seller's obligations in Article IX Paragraph 9 or 10 or 11 hereof;
 - g) breach of obligation under Article IX Paragraph 19 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 (b), (c), (d), (e), (f), (g) hereof and the case where the Seller is in delay with the delivery of Goods according to specific partial contract for more than 3 months from delivery term stated in the Article IV Paragraph 1 or 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 6 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.

XIV. 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, except in the event of changes in the authorised representatives or contacts listed in the Framework Agreement, which may be addressed by means of an official letter, and in other cases as provided in this Framework Agreement.
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 XIII 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 labor 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 Framework Agreement 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: Security audit
 - Annex No. 2: Specification of the Goods and XXX
 - Annex No. 3 Calibration Procedure
 - Annex No. 4: Quality Control of the Tracer
 - Annex No. 5: Quality Verification of Marked Paper

For the Buyer:

In Prague, on

For the Seller:

In **Wrocław**, on

Ing. Ondřej Hyršíl

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

Tomasz Mechliński

Chief Executive Officer
Univect sp. z o. o.



Jakub Cichos

Member of the Management Board
Univect sp. z o. o.