

## NOVATION AGREEMENT

THIS NOVATION AGREEMENT is made the 28<sup>th</sup> May 2018

### BETWEEN:

1. **DE LA RUE INTERNATIONAL LIMITED** of De La Rue House, Jays Close, Basingstoke, Hampshire, RG22 4BS (registered in England No. 00720284) (the “**Seller**”);
2. **PORTALS DE LA RUE LIMITED** of Overton Mill, Station Road, Overton, Hampshire, RG25 3JG (registered in England No.11001841) (the “**Purchaser**”);

### AND

3. **STATNI TISKARNA CENIN**, statni podnik, of Prague 1, Ruzova 6, No. 943, 110 00, Czech Republic (the “**Customer**”)

### WHEREAS:

- (A) The Seller and the Purchaser have entered into the Business Purchase Agreement (as defined in this Agreement).
- (B) The Seller wishes to be released and discharged from the Contract (as defined in this Agreement) and the Customer has agreed to release and discharge the Seller from the Contract and has agreed that the Purchaser shall become a party thereto in place of the Seller upon the terms set out in this Agreement.
- (C) The Purchaser undertakes to perform the Contract and be bound by its terms in the place of the Seller.

NOW IT IS AGREED as follows:

#### 1. **INTERPRETATION**

##### 1.1 In this Agreement:

“**Business Purchase Agreement**” means the agreement relating to the sale and purchase of the De La Rue Group’s paper business made between the Seller and the Purchaser and dated 1 February 2018;

„**Contract**“ means the framework contract relating to supply of security paper for production of vehicle registration certificates made between the Seller (1) and the Customer (2) and dated 21 July 2017;

**“Effective Date”** means the 25<sup>th</sup> March 2018.

1.2 In this Agreement, unless otherwise specified:

- (A) references to clauses are to clauses of this Agreement; and
- (B) headings to clauses are for convenience only and do not affect the interpretation of this Agreement.

## 2. **PURCHASER’S UNDERTAKING**

With effect from the Effective Date and in consideration of the undertakings given by the Customer in clause 3, the Purchaser hereby undertakes to observe, perform, discharge and be bound by the Contract as if the Purchaser were a party to the Contract in the place of the Seller. Notwithstanding this undertaking, nothing in this Agreement shall:

- (A) require the Purchaser to observe, perform or discharge any obligation or liability under the Contract falling due for performance, or arising in respect of the period, before the Effective Date; or
- (B) make the Purchaser liable for any act, neglect, default or omission in respect of the Contract committed by the Seller or occurring before the Effective Date.

## 3. **CUSTOMER’S UNDERTAKING AND RELEASE OF SELLER**

3.1 With effect from the Effective Date and in consideration of the undertakings given by the Purchaser in clause 2 and the Seller in clause 4, the Customer hereby:

- (A) releases and discharges the Seller from all obligations to observe, perform, discharge and be bound by the Contract and from all liabilities, claims and demands arising under the Contract on or after the Effective Date;
- (B) accepts the Purchaser’s undertaking to observe, perform, discharge and be bound by the Contract (such undertaking being set out in clause 2); and
- (C) agrees to observe, perform, discharge all liabilities arising under and be bound by the Contract as if the Purchaser were a party to the Contract in the place of the Seller.

3.2 Notwithstanding the provisions of sub-clause 3.1(A), nothing in this Agreement shall affect or prejudice any claim or demand whatsoever which the Customer may have against the Seller in relation to the Contract and arising out of matters prior to the Effective Date, save to the extent in respect of Payables.

## 4. **SELLER’S UNDERTAKING AND RELEASE OF CUSTOMER**

4.1 With effect from the Effective Date and in consideration of the undertakings given by the Customer in clause 3, the Seller hereby releases and discharges the Customer from all obligations to observe, perform, discharge and be bound by the Contract with respect to the Seller and from all liabilities, claims and demands with respect to the Seller arising under the Contract on or after the Effective Date.

4.2 Notwithstanding the undertaking and release in clause 4.1, nothing in this Agreement shall affect or prejudice any claim or demand whatsoever which the Seller may have against the Customer in relation to the Contract and arising out of matters prior to the Effective Date.

## 5. **NOTICES**

For the purposes of all provision in the Contract concerning the service of notices, the address of the Purchaser is its registered office from time to time.

## 6. **COSTS**

Each party shall pay its own costs and expenses in relation to the negotiation, preparation, execution and carrying into effect of this Agreement, subject to any separate agreement between the Purchaser and the Seller in respect of their respective costs and expenses.

## 7. **COUNTERPARTS**

7.1 This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.

7.2 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

## 8. **FURTHER ASSURANCE**

Each party shall at its own cost, from time to time on request, do or procure the doing of all acts and/or execute or procure the execution of all documents in a form satisfactory to the other parties which the other parties may reasonably consider necessary for giving full effect to this Agreement and securing to each of the parties the full benefit of the rights, powers and remedies conferred upon each of the parties in this Agreement.

## 9. **INVALIDITY**

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

(A) the legality, validity or enforceability in that jurisdiction of any other provision

of this  
Agreement; or

- (B) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

11. **GOVERNING LAW**

This Agreement is to be governed by and construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.

12. **JURISDICTION**

- 12.1 The courts of England are to have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, arising out of or in connection with this Agreement ("**Proceedings**"). Any Proceedings shall be brought only in the court of England.

- 12.2 Each party waives (and agrees not to raise) any objection, on the ground of *forum non conveniens* or on any other ground, to the taking of Proceedings in the courts of England. Each party also agrees that a judgment against it in Proceedings brought in England shall be conclusive and binding upon it and may be enforced in any other jurisdiction.

- 12.3 Each party irrevocably submits and agrees to submit to the exclusive jurisdiction of the English courts.

13. **VARIATION**

No variation of this Agreement shall be binding on any party unless and to the extent that it is recorded in a written document executed by that party.

**IN WITNESS WHEREOF** each party has executed this Agreement as a deed effective as of the date first written above.

Executed as a deed by **DE LA RUE** ) .....  
**INTERNATIONAL LIMITED** acting by ) Director  
\_\_\_\_\_ )  
in the presence of: )  
Witness's signature: .....  
Name (print): .....  
Occupation: .....  
Address: .....

Executed as a deed by **PORTALS DE** ) .....  
**LA RUE LIMITED** acting by ) Director  
\_\_\_\_\_ )  
in the presence of: )  
Witness's signature: .....  
Name (print): .....  
Occupation: .....  
Address: .....

Executed as a deed by **CUSTOMER** ) .....  
acting by ) Director  
**Tomáš Hebelka, MSc** )  
in the presence of: )  
Witness's signature: .....  
Name (print): .....  
Occupation: .....  
Address: .....