

FRAMEWORK CONTRACT FOR PRODUCTION AND DELIVERIES OF HOLOGRAPHIC FOIL FOR TAX STAMPS CZ

Buyer's Ref. 127/2018

(hereinafter referred to as "this General Agreement")

entered into pursuant to the provision of Section 29(b) of the Act No. 134/2016 Coll.,
on public procurement, as amended (hereinafter referred to as the "PPA")

by and between:

LEONHARD KURZ Stiftung & Co.KG

with its registered office at Schwabacher str. 482, D-90763 Fuerth, Federal Republic of
Germany

registered in the Commercial Register maintained by the District Court of Fürth

represented by: **XXX, XXX**

XXX, XXX

Reg. No.: HRA 5526

VAT Reg. No.: DE 132748097

Bank details: XXX

Account No.: XXX

IBAN: XXX

SWIFT: XXX

(hereinafter referred to as "**Seller**")

and

STÁTNI TISKÁRNA CENIN, státní podnik

Růžová 943/6, 110 00 Prague 1, Czech Republic

registered in the Commercial Register administered by the Municipal Court in Prague,
Section ALX, Entry 296, File Ref. ALX 296

represented by: **Tomáš Hebelka, MSc**, Chief Executive Officer

Reg. No.: 00001279

VAT Reg. No.: CZ00001279

Bank details: UniCredit Bank Czech Republic and Slovakia, a.s.

Account No.: 200210010/2700

IBAN: CZ44 2700 0000 0002 0021 0010

SWIFT (BIC): BACX CZPP

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

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

Representatives authorised to act in contractual and economic matters:

on behalf of the Buyer: **Tomáš Hebelka, MSc**, General Manager

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

Representatives authorised to act in material and technical matters:

on behalf of the Buyer: **XXX**, XXX

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

I. PREAMBLE

1. This General Agreement is concluded in compliance with the provision of Section 29(b) of the PPA.
2. The purpose of this General Agreement is to secure the production and deliveries of holographic foil for tax stamps and also specify the terms and conditions and procedure for awarding of partial contracts.
3. The General Agreement regulates the method for conclusion of specific contracts (as defined in Article II(4) below), terms and conditions for execution of individual deliveries by the Seller, as well as other rights and obligations of the Contracting Parties related to the realisation of the subject hereof.
4. The Contracting Parties agree that this General Agreement fully supersedes the General Agreement no. 77/2013.

II. SUBJECT OF THE GENERAL AGREEMENT

1. The subject of this General Agreement is the Seller's obligation to supply to the Buyer holographic foil for tax stamps TRUSTSEAL® (hereinafter referred to as "**Goods**") in accordance with the technical specification referred to under paragraph 3 of this Article in the quantity required by the Buyer, and to transfer onto the Buyer the ownership title to the Goods supplied.
2. The Buyer undertakes to accept the Goods, duly delivered as regards the required quantity, quality and type of the Goods, on the required delivery dates, and pay for the Goods the price agreed herein.
3. The technical specification of the Goods, which conclusively defines the quality of the Goods (hereinafter referred to as "**Technical Specification**") including the licence, deed of exemption and standard categorisation of security projects of OVD are included in Appendix 1 hereto. A part of the Technical Specification of the Goods contains classified information; the information is filed and kept on record with the Buyer under Ref. **XXX** (in compliance with the Act No. 412/2005 Coll., on the protection of classified information and security capacity, as amended) at the "RESTRICTED" level and forms and integral part hereof.
4. All supplies of the Goods shall take place in line with the Buyer's needs against written orders, each one of which constitutes a proposal to conclude a specific contract, and order confirmations, which constitute the acceptance of the proposal to conclude a specific contract (hereinafter referred to as "**Specific Contract**"). A Specific Contract shall be deemed concluded once the Buyer receives an order confirmation from the Seller, which confirms the order without any reservation. No Specific Contract and binding purchase and delivery obligations shall come into effect before the Buyer and the Seller have achieved an agreement upon their orders and order confirmation, respectively. The minimum quantity of Goods for an individual partial order shall be XXX.
5. As a minimum requirement, an order shall contain the following details:
 - a) Identification data of the Seller and the Buyer;

- b) Detailed specification of the Goods, including the quantity of the Goods to be delivered;
 - c) Other requirements for the Goods;
 - d) Detailed delivery conditions, especially the delivery date and place of delivery;
 - e) Designation of the person placing the order, who is authorised to act on behalf of the Buyer.
6. The Buyer shall send the order to the Seller electronically to the e-mail address XXX.
 7. The Seller shall confirm to the Buyer any placed order at the latest within 2 (in words: two) working days (Monday to Friday excl. bank holiday in the country of the Seller) of the receipt thereof.
 8. The Seller shall send confirmation of an order to the Buyer electronically to the e-mail address XXX. The order confirmation must as a minimum requirement include identification data of the Seller and Buyer and of the order being confirmed.

III. DELIVERY TERM AND PLACE OF DELIVERY

1. The supply of the Goods shall be realized by deliveries with the delivery period not longer than **8 (in words: eight) weeks from the date of confirmation of the order by the Seller**, unless the Buyer requires in a particular order a longer period – in which case the Seller undertakes to supply the Goods within the period stipulated by the Buyer.
2. The Goods shall be deemed delivered on the day of the certificated receipt thereof, i.e. on the day the Buyer signs the Delivery Note, which signing shall be made forthwith upon receipt of the delivery.
3. The Seller is obliged to deliver the Goods to the Buyer's production plant at **STÁTNÍ TISKÁRNA CENIN, státní podnik, Růžová 6/943, 110 00 Praha 1, Czech Republic (hereinafter referred to as "Place of Delivery")**, subject to **DAP INCOTERMS 2010**.
4. 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.
5. The Buyer may refuse to take over the Goods if the Goods have defects or are not supplied in the agreed type, quality, quantity or time. The volume of every partial delivery may differ from the actually ordered quantity as per Article II(5) of this General Agreement by +/- 5%. Any quantity delivered in excess of or below the quantity actually stipulated in the order shall be settled in the last partial delivery of the Goods within the particular order.
6. 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 so that the Goods are secured against mechanical damage and damage by climate effects. Each consignment shall be duly marked with the name of the Goods, manufacturer and weight of the Goods.
7. The Buyer is obliged to take over any Goods free of any defects and supplied by the Seller on the basis of and in accordance with this General Agreement, and to pay to the Seller the price as defined in Article IV hereof.

IV. PRICE AND PAYMENT TERMS

1. The price for 1 m² of the Goods shall amount to **EUR XXX**.

2. The Buyer shall pay the price of the Goods for every delivery of the Goods by means of a cashless transfer on the basis of a tax document (invoice) issued by the Seller.
3. The Seller's right to issue a tax document (invoice) for each delivery of the Goods is established on the day of shipment, i.e. the date of signature of the Delivery Note by the Buyer's authorised person. The date of the taxable supply is the date of the certificated handover and takeover of the delivery, i.e. the date on which the Buyer signs the Delivery Note.
4. The Buyer shall not make any advance payment on the price to the Seller.
5. Besides the essential requirements, a tax document (invoice) must particularly include the following information:
 - a) Identification data of the Seller and the Buyer;
 - b) Number of the relevant order;
 - c) Number of the relevant Delivery Note;
 - d) Contract number (if stated in the order);
 - e) Material code according to IS in the STC format (if stated in the order);
 - f) Quantity of the Goods (m²);
 - g) Unit price;
 - h) Amount of any discount the Buyer has become entitled to;
 - i) Total price of the Goods less any discount;

and all prerequisites of a properly completed tax document according to applicable legislation and this General Agreement.

Each tax document (invoice) must include a copy of the confirmed Delivery Note relating to the executed delivery of the Goods.

6. The Seller shall provide a separate tax document (invoice) for each specific delivery.
7. The maturity period of any tax document (invoice) duly issued by the Seller is 30 (in words: thirty) calendar days following its issuance to the Buyer. The Seller shall deliver the tax document (invoice) along with all the documents to the email address XXX and XXX. For the purposes of this General Agreement, an invoice shall be deemed paid once the respective amount has been credited in the Seller's account.
8. The Buyer may return a tax document (invoice) to the Seller during its maturity period if it contains incorrect price information, or incorrect or incomplete prerequisites of a tax document as defined herein. In this case, the Buyer is obliged to send the tax document (invoice) back with a cover letter indicating the reason for the return, without falling into default of payment. A new maturity period shall commence on the date of receipt of a new or corrected tax document (invoice).
9. The Seller shall not assign any receivables from the Buyer existing under or associated with a Specific Contract. The Seller agrees that it shall in no way encumber its receivables from the Buyer existing under or in connection with any Specific Contract with a lien in favour of a third party.

V. LIABILITY FOR DEFECT, QUALITY WARRANTY

1. The Goods must be free of any factual and legal defects. The Goods are considered to have defects if they do not comply with the Technical Specification, which conclusively defines the quality of the Goods or are not delivered in accordance with this General Agreement or any Specific Contract.

2. The Seller provides warranty to the Buyer for the quality of the Goods for a period of **12** (in words: twelve) months after delivery of the Goods (hereinafter referred to as “**Warranty Period**”). A defect is regarded as claimed in a timely manner if the notice of such defect is sent to the Seller on the last day of the Warranty Period at the latest. If the end of the Warranty Period falls upon Saturday, Sunday or a public holiday, the defect shall be regarded as claimed in a timely manner if the notice of such defect is sent to the Seller on the next following business day.
3. The Seller undertakes to properly deliver the Goods, and especially to comply with the Technical Specification ; the Seller shall be further liable for the quantity and date of the Goods delivery stipulated in the respective order in accordance with Article II(5) hereof.
4. If an entire supply delivered by the Seller or a part thereof proves defective, the Buyer shall have the right to claim the Goods, in particular on qualitative and quantitative grounds. Any defect liability claims shall be dealt with:
 - a) By replacement of the defective Goods with defect-free Goods;
 - b) By delivery of the missing quantity of the Goods;
 - c) By means of financial compensation, i.e. refund of payments already paid by the Buyer for the respective delivery;
 - d) By withdrawal from the Specific Contract concerned.

The choice among the claims listed above shall be left entirely at the Buyer’s discretion.

5. The Buyer shall examine forthwith upon receipt of the deliveries at its premises all deliveries for transportation damage and within max. 14 (in words: fourteen) days of the arrival of such deliveries examine for the obvious defects in accordance with the examination procedures to be agreed by the Contracting Parties, which shall be in accordance with the final examinations of Seller. The Buyer shall notify the Seller in writing of any defect without undue delay. With regard to hidden defects that could not be detected during the aforementioned examination, the Buyer shall have the right to claim defective Goods at any time during the Warranty Period forthwith after detection of a hidden defect. A sample of the foil in question shall be attached to such notice of defect and the role or roles of foil in question shall be kept by the Buyer at the Seller’s disposal. The exact description of the alleged defect shall be given and any further steps for the identification or clarification should be undertaken (e.g. photographs).
6. The period of time for acceptance or rejection of the claim is 14 (in words: fourteen) calendar days from receipt of the defective Goods from the Buyer along with description of the defect in accordance with Article V(5) hereof. The Seller shall deal with the claim of the Buyer in accordance with paragraph 4 of this Article V above within 30 (in words: thirty) calendar days from the day of acceptance of the claim. If defective Goods are replaced with defect-free Goods in case of an entire partial delivery of the Goods, the Seller shall be obliged to replace such defective Goods within 30 (in words: thirty) calendar days from acceptance of the claim. All costs related to defects of the Goods or claiming them, especially the costs of replacement of defective Goods with defect-free ones or costs of delivery missing quantity of the Goods, shall be borne by the Seller. If the Seller does not accept the claim, the Seller shall not be obliged to replace the defective Goods and shall not bear the costs of the Buyer connected with the unaccepted claim.
7. The Buyer shall not be obliged to pay the outstanding price of any defective Goods to the Seller until all defects are remedied. Making claim under liability for defects of the Goods shall not affect the Buyer's entitlement to the agreed contractual penalties and damages.
8. The Seller declares that the Goods are not encumbered with any rights of third parties and have no other legal defects.

VI. DAMAGES AND FORCE MAJEURE

1. The Contracting Party shall be exempted from its obligations to pay damages resulting from any default in performing its obligations hereunder if it can prove that it has been temporarily or permanently prevented from meeting its obligations hereunder by an extraordinary, unforeseeable or insurmountable impediment existing beyond its control (hereinafter referred to as "**Force Majeure**").
2. However, the obligation to pay damages shall not be excluded by an impediment that only appeared at the time the liable Contracting Party had already been in default of its obligation or occurred because of its economic situation. In such case the liabilities of the Contracting Parties shall be governed by Article XI hereof. The effects excluding liability for damages are strictly limited to the duration of the obstacle to which these effects are connected.
3. The party invoking Force Majeure under Article VI(2) hereof must notify the other party in writing of such an obstacle within 5 (in words: five) business days of its occurrence at the latest, while also indicating the presumed duration of such an obstacle. Unless the Contracting Party invoking Force Majeure complies with the aforementioned obligation, it shall be deemed to have surrendered its right to apply the impediment as Force Majeure.
4. Within 8 (in words: eight) business days of the impediment occurring, the Contracting Party invoking Force Majeure is required to prove the existence of the impediment and provide evidence that the same has seriously impacted the Contracting Party's ability to fulfil its contractual obligations. The party invoking Force Majeure must inform the other party of the removal of the obstacle within 5 (in words: five) business days of the moment that the obstacle ceases to exist.
5. As soon as the obstacle ceases to exist, the affected party shall resume its obligations towards the other party and shall do its utmost to remedy the consequences of the temporary non-performance of its obligations pursuant to this General Agreement.
6. In the event, that the Force Majeure will exceed a period of 30 (in words: thirty) calendar days each Contracting Party may claim the other party to adjust this General Agreement and/or the Specific Contract concerning delivery quantities, delivery times and prices. In so far as the Contracting Parties cannot agree upon such adjustments, each party may terminate this General Agreement and/or the Specific Contract with the exclusion of any further claims and rights, such as but not limited to direct damages, indirect damages, consequential damages, loss of profit, or loss of production.
7. The Contracting Parties agree, that the liability of the Seller for damages for which it is responsible, under any legal theory, shall be limited per each Specific Contract to a maximum amount corresponding to the supply volume of the Goods, which have been supplied and invoiced by the Seller to the Buyer under the respective Specific Contract. In any case the Contracting Parties shall not be liable for indirect damages, consequential damages, loss of profit, loss of production, interruption of business or loss of data or information. The foregoing limitations shall not apply in case, where a legally binding liability exists under mandatory law (e.g. Product Liability Act), in case of wilful misconduct or gross negligence of that Contracting Party, or in case of personal injury or death. Insofar as a Contracting Party's liability according to this paragraph (7) of Article VI is excluded or restricted, this shall also apply to the personal liability of that party's employees, personnel, staff and other agents.
8. The Seller shall compensate the Buyer for the agreed damage amount incurred within 30 (thirty) days following the day of receiving the Buyer's relevant invoice along with other documents evidencing the amount of the damage. If the Seller fails to comply with the

aforementioned deadline, the Buyer shall be entitled to deduct the due amount of the damages from the purchase price to be paid (i.e. it has not been paid by the Seller so far).

VII. CONTRACTUAL PENALTY

1. In the event of non-compliance with the delivery term agreed under Article III(1) hereof, the Seller shall pay to the Buyer a contractual penalty equalling 0.5 % of the price of the late delivery on the basis of the Specific Contract pursuant to Article II(4) hereof for each commenced week of default. The payment of the contractual fine shall not exempt the Seller from its obligations to deliver the delayed part of the delivery assumed hereunder.
2. In the event of non-compliance with the obligations under Article V(6) hereof, i.e. in the event of a failure to handle an accepted claim within the deadline determined, the Seller shall pay to the Buyer a contractual penalty equalling 0.1 % of the price of the defective delivery for each commenced day of the delay in complying with the obligation concerned. The payment of the contractual penalty shall not exempt the Seller from its obligations assumed hereunder.
3. Any penalties to be paid under paragraph (1) of this Article VII shall not exceed the amount of 15 % of the price of the delayed delivery and in case of paragraph (2) of this Article VII not exceed 15 % of the defective delivery. Any further claims and rights of the Buyer as result of delay by the Seller, such as but not limited to indirect damages, consequential damages, loss of profit, or loss of production shall be hereby excluded.
4. A contractual penalty shall be due within 30 (thirty) calendar days from the date of delivery of the billing of the contractual fine to the obliged party.
5. Both Contracting Parties undertake, prior to making any claim for a contractual penalty or damages, to ask the other party in writing to provide an explanation.

VIII. PROTECTION AND SECURITY OF CLASSIFIED INFORMATION

1. The Technical specification on record with the Buyer under Ref. No. XXX, which form an integral part of this General Agreement, contains classified information with the secrecy level "RESTRICTED" in compliance with applicable internal legislation of the Czech Republic, including but not limited to the Act no. 412/2005 Coll., on the protection of classified information and security capacity, as amended.
2. The Seller undertakes to observe the Security Treaty between the government of the Czech Republic and the government of the Federal Republic of Germany on protection of classified facts in the area of defence handed over between the two countries and the security regulations of NATO implemented by NSA in conformity with NATO directive on Industrial Security and Amendment No. 5 No. AC/35-D/2003-REV5.

IX. GOVERNING LAW AND SETTLEMENT OF DISPUTES

1. All disputes shall be settled in accordance with the provision of this General Agreement, otherwise in accordance with the substantive law in force in Germany, except for specific fields which are governed by Czech law as protection and security of classified information in accordance with Article VIII hereof and public procurement regulation including but not limited to the Act No. 134/2016 Coll., on public procurement, as amended.

2. Any differences or disputes arising from this General Agreement or from agreements regarding its performance shall be settled by an amicable effort on the part of the Contracting Parties. Any attempt to arrive at a settlement shall be deemed to have failed as soon as one of the Contracting Parties so notifies the other party in writing. If any attempt at settlement has failed, the disputes shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris (Rules) by three arbitrators appointed in accordance with the Rules. The place of arbitration shall be Prague/Czech Republic. The arbitral award shall be substantiated in writing. The arbitral tribunal shall decide on the matter of costs of the arbitration. The language to be used in the arbitral proceedings shall be English.
3. 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, is excluded under this General Agreement.

X. SPECIAL PROVISIONS

1. The Buyer is an exclusive customer and user of the Goods specified under Article II hereof, with no territorial or temporal restrictions.
2. The Seller warrants to the Buyer that during the preparation, production or shipment and transport of the Goods — as long as the Goods are owned by Seller or the Seller bears the liability for damage to the Goods — there shall be no misuse of the materials used for the production of the Goods, or to the finished Goods, and undertakes to take all necessary and appropriate measures to prevent the Goods from being lost or stolen. The Buyer has not made any special security requirements for the transport of the Goods, which will be carried out by normal truck without any security measurements by choosing a carrier/courier without use of a collecting haulierin, i.e. so called door to door type of transport. The Buyer shall notify the Seller if it requests special security transport. The costs of such security transport, if any, will be charged separately to the Buyer.
3. Failure to comply with the provisions of paragraph 2 of this Article constitutes a material breach of this General Agreement, which may establish the Buyer's right to terminate this General Agreement, while the Buyer's entitlement to compensation for any damage, including lost profit, caused by the Seller's failure to comply with the obligations referred to in paragraph 2 of this Article shall not be affected.
4. Both Contracting Parties shall respect the confidentiality of any information and communications related to the actual cooperation and internal affairs of the Contracting Parties where the disclosure of such information might harm the other Contracting Party.
5. The Contracting Parties agree that the Technical Specification of the Goods, especially the security elements, meet all the requirements to qualify for trade secret and the Contracting Parties undertake to ensure its appropriate classification.
6. The ownership title to the Goods supplied on the basis of this General Agreement shall pass on the Buyer once the Seller has received full payment of the purchase price from the Buyer.
7. The copyright to an artistic treatment of the design when creating it shall exclusively stay with its originator. The copyright to the design provided by the Seller to the Buyer shall exclusively stay with the Seller.
8. The Seller undertakes not to provide the Goods to any third parties without the Buyer's previous written consent.
9. The Seller shall be obliged to defend against claims of third parties in terms of alleged infringement of rights or legal titles if the Buyer immediately warns the Seller in writing of such claims, does not acknowledge infringement of the rights and all countermeasures within the dealings about settlement shall be reserved to the Seller. The Buyer shall provide all adequate cooperation at the Seller's costs. In case of a final decision on

compensation for costs or damage the Seller shall bear such costs in accordance and to the extent as of Article VI(7). At its discretion, the Seller shall be entitled to accommodate the claim, settle or solve and fulfil its obligation towards the Buyer under this General Agreement free of charge in any of the following manners:

- a) Ensure for the Buyer the right to continue using the part of the deliveries of the Goods from the Seller that infringes or allegedly infringes the third parties' rights;
- b) Adapt the Goods deliveries so that no rights of third parties are infringed;
- c) Replace deliveries of the Goods with such goods that do not infringe rights of third parties.

If the Seller is not able to handle the alleged rights of third parties by adopting appropriate measures under the aforementioned points a) - c) or in a different suitable manner, the Buyer shall be entitled to withdraw from this General Agreement.

XI. TERM OF THE GENERAL AGREEMENT AND MANNERS OF ITS TERMINATION

1. This General Agreement is entered into for an **indefinite** period of time.
2. The contractual relationship established under this General Agreement shall be terminated:
 - a) By written mutual consent of the Contracting Parties;
 - b) By either Contracting Party serving a notice of termination in accordance with paragraph 5 of this Article.
 - c) Upon the withdrawal of either party from this General Agreement under the conditions specified in paragraphs 3 and 4 of this Article.
3. Either Contracting Party may withdraw from this General Agreement by serving a written notice of termination if the other Contracting Party commits a material breach of the provisions hereof, which, in case the breach is curable, remains uncured by the breaching party 30 (in words: thirty) days (or within such other reasonable period of time as agreed by the Contracting Parties) after notification of such breach by the non-breaching party. The notice of termination shall take effect on the day it is received by the other Contracting Party. This is without prejudice to the terminating party's claim to any damages, contractual penalties or default interest, as applicable. The termination of this General Agreement shall not rescind the same in its entirety. The Contracting Parties shall retain the mutual performances made between them up to the termination of this General Agreement by withdrawal.
4. Except as stipulated by law or any other provisions hereunder, material breach of the General Agreement shall apply at all times if:
 - a) the Technical Specification of the Goods referred to under Article II(3) is not complied with;
 - b) the Seller breaches its obligations under Article X(2) hereof;
 - c) the Seller breaches its obligations under Article X(4) hereof;
 - d) the Goods are not duly delivered by the Seller to the Buyer within 30 (in words: thirty) calendar days or such other reasonable period as agreed between the Contracting Parties after vain lapse of the delivery term for the supply concerned;
 - e) the Buyer does not comply with its payment obligations under this General Agreement within a reasonable period as agreed between the Contracting Parties.
5. The Contracting Parties may terminate this General Agreement at any time without having to state a reason, subject to a notice period of 6 (in words: six) months commencing on

the first day of the calendar month following delivery of written notice to the other Party.

6. Termination of this General Agreement shall not affect the provisions regarding contractual penalties, damages, and such rights and obligations which, by their nature, shall persist even after this General Agreement is terminated. Any Specific Contracts which are not yet completed at the date of termination of this General Agreement shall be executed under the terms and provisions of this General Agreement and the Specific Contract.

XII. FINAL PROVISIONS

1. This General Agreement shall enter into effect on the date on which it is signed by authorised representatives of the Contracting Parties, and shall come into force upon publication in the Register of Contracts.
2. Subject to the conditions of paragraph 1 of this Article, this General Agreement is also binding for any potential successors in title of the Contracting Parties.
3. This General Agreement may be amended by a mutual consent of both Contracting Parties, furnished in writing, numbered in an ascending order and signed by authorised representatives of both Contracting Parties. Such amendments shall form integral parts of this General Agreement, and any other arrangements shall be deemed void.
4. The Contracting Parties do not wish for any other rights and obligations beyond the scope of those expressly agreed under this General Agreement to be derived from any existing or future practices established between the Contracting Parties, or from customs applied in general or within a specific segment relating to the subject of this General Agreement unless expressly agreed otherwise herein. In addition to the provisions stated above, the Contracting Parties hereby confirm that they are not aware of any trade usage or practices established previously between them. The General Business Terms and Conditions of both Contracting Parties shall be excluded for the purposes of the realization hereof.
5. The Seller undertakes to notify the Buyer without undue delay if it becomes insolvent or if it is in danger of becoming insolvent.
6. The rights and obligations arising from this General Agreement may not be assigned to a third party without the prior written consent of the other Contracting Party. If the above provision is breached, the other party may withdraw from this General Agreement.
7. The Seller declares that at the moment of signing this General Agreement it is not aware of any rights of third parties that might affect the production and deliveries of the Goods to the Buyer. The contracting parties shall inform each other without undue delay if a third party claims rights and legal entitlements in association with the realization hereof or if either Contracting Party learns about such rights or legal entitlements of any third parties. The provisions of Article X(9) shall apply by analogy.
8. The Contracting Parties assume the liability for changing circumstances and are obliged to comply with their obligations hereunder even if the circumstances change to such an extent that they establish an especially gross disproportion in the rights and obligations of the Contracting Parties by disproportionately disadvantaging either of them through increasing the costs of the transaction or disproportionately reducing the value of the subject of performance. In particular, the parties may not seek a court decision to restore the balance of their rights and obligations, or to cancel this General Agreement. Even if the performance of one of the parties is grossly disproportionate to what the other party has provided, the injured party cannot demand that the General Agreement be cancelled and that everything be restored to the original condition.
9. This General Agreement has been made in 4 (in words: four) counterparts with the validity

of an original in English and Czech, of which each Contracting Party shall obtain one counterpart in English and one counterpart in Czech. In the case of any discrepancy between the English and the Czech versions of this General Agreement, the English version shall prevail.

10. The Contracting Parties acknowledge that, in accordance with Section 219(1)(d) of the PPA, this General Agreement shall be published in the Register of Contracts pursuant to the Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of these Contracts and the Register of Contracts (the Act on the Register of Contracts), as amended. The Buyer shall arrange for the publication.

11. The Contracting Parties declare they have read this General Agreement and agree with its content, that it has been drawn up in a clear and intelligible manner, that it is a reflection of their own true, free and earnest will, and that it has been written up without either party being exposed to duress. In witness of the above, the Contracting Parties append their signatures below.

12. The following is an integral part hereof:

Appendix No. 1:

- A. Technical Specification - Public part
- B. Technical Specification - Non-public part - XXX
- C. Deed of Exemption
- D. Standard Categorisation of Security Projects of OVD
- E. Authorization

Fürth, dated _____ 2018 Prague, dated _____ 2018

On behalf of the Seller:

On behalf of the Buyer:

LEONHARD KURZ Stiftung & Co.KG
XXXX
XXX
XXX

STÁTNÍ TISKÁRNA CENIN, státní podnik
Tomáš Hebelka, MSc
Chief Executive Officer

LEONHARD KURZ Stiftung & Co. KG
XXX
XXX
XXX