

**BRINK'S GLOBAL SERVICES  
VALUABLES TRANSPORT CONTRACT  
AMENDMENT No. 2**

This amendment is made on the 15 day of October 2024 between the  
**Brink's Global Services Poland Sp. z o.o.**  
**Ul. Bokszerska 64, 02-690 Warsaw, Poland**  
**KRS number: 0000127817**  
**NIP: 5272384141**

hereinafter referred to as Brink's on the one part and

**ČESKÁ NÁRODNÍ BANKA**  
**Na Příkopě 28, PSČ 115 03 Praha 1**  
**IČO: 48136450**  
**DIČ: CZ48136450**  
**Bank account:** [REDACTED]

on the other part.

- 1) With effect from 15<sup>th</sup> October, 2024 the original version of Article X. "DECLARED VALUES; BRINK'S LIABILITY; LIMITATIONS ON BRINK'S LIABILITY", item C. "Limitations on Liability", is canceled and substituted by new version as follows:

**X. DECLARED VALUES; BRINK'S LIABILITY; LIMITATIONS ON BRINK'S LIABILITY**

C. Limitations on Liability. In all circumstances, Brink's Liability is subject to the following limitations, to which You agree:

1. The maximum amount of Brink's Liability for any one Shipment shall not exceed [REDACTED], unless otherwise specifically agreed in writing. For any purely domestic Shipment, the maximum amount of Brink's Liability for any one Shipment shall not exceed [REDACTED] unless otherwise specifically agreed in writing. Notwithstanding the foregoing, for any purely domestic Shipment within the United States, the maximum amount of Brink's Liability for any one Shipment shall not exceed [REDACTED] unless otherwise specifically agreed in writing. Brink's liability for all direct damages, including but not limited to any liability for breach of personal data and excluding Liability for any loss or damage to Shipments, shall not exceed the total amount of charges received by Brink's for the particular Shipment giving rise to such direct damages to You.

2. Brink's Liability whether as a result of breach of contract, tort, indemnity, warranty or otherwise, shall not, under any circumstances, include special, incidental, consequential, indirect or punitive losses or damages including but not limited to, loss of profits (whether direct or indirect), loss of market, loss of business, loss of goodwill, lost sales or other indirect or consequential losses, interest or attorneys' fees, whether or not caused by the fault or neglect of Brink's and whether or not Brink's had knowledge that such losses or damages might be incurred.

3. Nothing in this Contract limits or excludes Brink's Liability (if any) to You

- for personal injury or death resulting from Brink's negligence;
- for any matter for which it would be illegal for Brink's to exclude or to attempt to exclude its liability; or
- for fraud on the part of Brink's.

4. Brink's will only be liable for losses relating to a mysterious disappearance from or damage to the Property within any container if,

- the container has been properly sealed and packaged as required by this Contract; and
- additional handling charges relating to fragile Property have been agreed to by You and Brink's in writing for the Shipment, if applicable; and
- the container shows visible signs of tampering or damage; and
- the delivery document for the Consignment contains (a) a notation by the receiving party and (b) acknowledgement by Brink's of such tampering or damage.

Provided the container has been properly sealed and packaged as required by this Contract at the time of customs inspection, Brink's shall accept responsibility as provided herein if the loss or damage to Property has occurred as a result of the package being opened and inspected by customs officials or other related governmental authorities. Notwithstanding the foregoing, Brink's has no liability for a mysterious disappearance of Property within any Shipment in the event that such Shipment is out of Brink's control, such as the instances referred to in Section X.C.9 herein below.

5. Brink's shall not be liable under any circumstance for any damage or breakage to (i) display material (glass or otherwise), (ii) Property as a result of breakage of, or damage caused by, display material, and/or (iii) damage to an outer container.

6. Brink's shall not be liable for non-performance or delays caused by strikes, lockouts or other labor disturbances, riots, authority of law, acts of God or means beyond Brink's control.

7. Unless otherwise specifically agreed in writing, Brink's does not agree to hold any Shipment until receipt of release instructions from and payment of Service charges by an entity not a party to the Contract. If Brink's does otherwise hold any Shipment pending such release instructions, it does so as a courtesy only. Under no

circumstances shall Brink's be liable for the Consignee's failure to pay any amount to You, including the value of the Property. Should Brink's agree to collect shipping charges for a Shipment from the Consignee or any entity not a party to the Contract, You shall remain liable for such charges, should that entity fail to pay. You agree to pay all Brink's charges incurred in returning a Shipment to You should release instructions not be received by Brink's within a reasonable time.

8. Brink's will not be liable for loss or damage of a Shipment if You fail to comply with any of the representations and warranties set out in this Contract. Upon loss or damage to Property, the parties shall promptly and diligently assist each other to establish the identity of the Property lost or damaged and shall take all such other reasonable steps as may be necessary to assure the maximum amount of salvage at a minimum cost. Affirmative written proof of the Property lost or damaged, subscribed and sworn to by You and substantiated by Your books, records and accounts shall be furnished to Brink's.

9. Cyber coverage. (i) Subject to paragraph (iii) below, in no case will Brink's be liable for loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system. (ii) Subject always to the terms and conditions of this Agreement to which this clause pertains, Brink's will be liable for physical loss or physical damage to the Property caused by or contributed to by or arising from the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm. (iii) Where Brink's agrees in writing to cover risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, , paragraph (i) shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any tangible weapon or missile.

**10. You understand and agree that Brink's will not be liable for loss of or damage to Your Property, damage, liability or expense directly or indirectly caused contributed to or occasioned by, happening through, resulting or arising from or in consequence of any of the following:**

- WAR, HOSTILE OR WARLIKE ACTION in the time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (a) by any government or sovereign power (de jure or de facto), or (b) by any authority maintaining or using military, naval or air forces; or (c) by military, naval or air forces; or by an agent of any such government, power, authority or forces;
- INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER, or action taken by governmental authority in hindering, combating or defending against such an occurrence, or confiscation by order of any government or public authority;
- ANY CHEMICAL, BIOLOGICAL, BIO-CHEMICAL OR ELECTROMAGNETIC weapon;
- IONISING RADIATIONS from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- THE RADIOACTIVE, TOXIC, EXPLOSIVE OR OTHER HAZARDOUS OR CONTAMINATING PROPERTIES of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- ANY WEAPON OR DEVICE employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- THE RADIOACTIVE, TOXIC, EXPLOSIVE OR OTHER HAZARDOUS OR CONTAMINATING PROPERTIES of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- BREAKAGE of statuary, marble, glassware, "bric-a-brac", porcelain, decorative items including jewelry and similar fragile articles, unless the breakage is caused by fire, lightning, theft or attempted theft, cyclone, tornado, windstorm, earthquake, flood explosion, malicious mischief or collision or overturn of the conveyance. This exclusion does not however, apply to computer components to the extent the conditions of the Contract including but not limited to Fragile Property and Packaging of Property are complied with. .
- NEGLIGENCE PACKING of the Property by You or Your servants, agents or independent contractors.
- INCORRECT OR INSUFFICIENT DESCRIPTION OR VALUATION of Your Property by You whereby Brink's insurance cover is reduced or extinguished.
- CRIMINAL ACTS OR FRAUD by You or Your agents or employees.
- SPOILAGE of the Property for any reason whatsoever, including but not limited to inherent vice, natural wastage or insufficient or improper packaging.

Notwithstanding the foregoing, where the Contract designates that Brink's has been instructed by You to insure against war risks, confiscation and expropriation, Brink's shall be liable for such risks in accordance with the conditions of the appropriate Institute War Clauses and the Confiscation and Expropriation provisions. Brink's Liability to You for loss or delay of or damage to Your Property is agreed to be only as set forth in this Contract and You agree to look only to the provisions of this Contract for any claim against Brink's relating to Your Shipment. Brink's reserves the right to refuse service if it was obtained by fraud, material misrepresentation, or concealment of material facts or if You intentionally concealed any material fact or circumstance before or after a loss. Further, Brink's shall have no liability under this Contract if Customer concealed or misrepresented any material fact or circumstance before or after a loss.

11. In the event Brink's is unable to complete the delivery of a Shipment due to the failure or inability of You, or the entity from which the Property is collected (to the extent it is not You) (the "Shipper") or Consignee to (a) provide any required documentation or instructions, or (b) to take action to clear a Shipment through customs, or (c) to pay any duty, tax, fee or other cost, or (d) otherwise fail to promptly perform any action required by Shipper or Consignee to complete delivery, then Brink's Liability shall terminate upon two days following Your failure to (i) comply with any such requirement from Brink's or any governmental authority, as provided above or (ii) provide any alternative instructions to Brink's upon request from Brink's for such instructions.
12. If such Shipments are in Brink's custody and are unable to be delivered through no fault of Brink's, subject to the complete co-operation by You and payment of additional fees, Brink's may at its sole option and discretion agree to extend the period of Brink's Liability up to ninety (90) days (or in case of Shipments held in Brink's custody in India, one hundred twenty (120) days). If any such Shipment is held by Brink's longer than ninety(90) days or one hundred twenty (120) days, as applicable, without a separate written storage agreement between You and Brink's or without any alternative instructions from You to Brink's, Brink's Liability shall terminate upon the end of such ninety (90) or one hundred twenty (120) day term.

2) With effect from 15th October, 2024 the original version of Annex No. 1 - „Specification of Security Services “, Article III. “Fee”, item IV.1. , is canceled and substituted by new version as follows:

IV.1.

<p>Fee for air transport of Consignment from Collection Point to the Delivery Point (according to schedule in Annex 1, Part I., paragraph 1, letter a))</p> <p>The price is valid as of date [REDACTED] The price is subject to change depending on changes in the airline's fare and the price of oz on world markets.</p>	<p>Depending on the airline, which will have the appropriate payload on a given date:</p> <p>BA Flight – price US\$ <b>13,965</b> for weight up to 1000 kg</p> <p>LX Flight – price US\$ <b>12,960</b> for weight up to 1000 kg</p>
---	---

“BRINK’S” IS:

**Brink's Global Services Poland Sp. z o.o.**

Printed name Magdalena Araszkiewicz

Board Member

Date

Signature

05. 11. 2024

“YOU” ARE:

**ČESKÁ NÁRODNÍ BANKA**  
FOR AND ON BEHALF OF YOU

Signature

Printed name p.p. Kateřina Dvořáková  
for Ladislav Kročák

Title Executive Director

Date 29. 10. 2024

Signature

Printed name Zdeněk Virius

Title Executive Director

Date 29. 10. 2024