

DEPARTMENT: Cash and Payments Department

**Administration Department** 

**CONTACT PERSON:** 

Giesecke+Devrient Currency Technology GmbH Prinzregentenstrasse 161 81677 Munich Germany

Registered as: HRB 148256

Prague, 6. 10. 2025

## Dear Giesecke+Devrient,

we hereby accept your offer (Quotation No. 15058040) and order two BPS C5 Machines listed accessory and services and accept the rates for service interventions after installation.

Notwithstanding Section 12.4.1 Of General Terms and Conditions for goods and services supplied by Giesecke+Devrient Currency Technology GmbH, the contract concluded by this Order shall be terminated reaching payable amount 3 000 000 CZK excluding VAT for all supplies and services provided according to said contract. The CZK / EUR exchange rate for the purpose of this contract is taken from CNB (purchaser) declared exchange rate (<a href="https://www.cnb.cz/en/financial-markets/foreign-exchange-market/central-bank-exchange-rate-fixing/central-bank-exchange-rate-fixing/">https://www.cnb.cz/en/financial-markets/foreign-exchange-market/central-bank-exchange-rate-fixing/central-bank-exchange-rate-fixing/</a>). No goods, supplies or services above stated amount shall be provided under any circumstances. 6. 10. 2025

Best regards,

Ladislav Kročák
Executive Director
signed electronically

Zdeněk Virius Executive Director signed electronically

## **Enclosures:**

- Offer Quotation No. 15058040;
- General Terms and Conditions for goods and services supplied by Giesecke+Devrient Currency Technology GmbH;
- 2025\_09\_29 Hourly rates service BPS C5





303971

Giesecke & Devrient GmbH, Postfach 800729, D-81607 München

CESKÁ NÁRODNI BANKA Na Príkopé 28 115 03 PRAHA 1 CZECH REPUBLIC

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Your VAT No.: Your reference/Date: 2xC5-5 CZ48136450 09/26/2025 **Customer No.:** 

Valid from: 09/26/2025 Valid to: 10/31/2025

deduction

Within 30 days without

**Shipping condition:** By Truck **Incoterms 2020: DAP Praha** 

Date: **Contact person:** 09/29/2025

Tel: Fax: e-mail:

normasughy.romerocandia@ gi-de.com

**Delivery Address:** 

CESKÁ NÁRODNI BANKA

Na Príkopé 28 115 03 PRAHA 1 CZECH REPUBLIC

# **Quotation No. 15058040**

Dear Sir or Madam,

**Payment terms:** 

We are pleased to present you our quotation according to the "General Terms and Conditions of Sale for goods and services supplied by Giesecke+Devrient Currency Technology GmbH ", for 2 x BPS C5-5

Item	Material No. Description		Quantity	Price / Unit	Tax code	Value
000010	538434001		2 PC.	20,700.00 EUR/1 PC.	EG	41,400.00 EUR
	SYSTEM BPS C5-5	5				
000011	554932011		2 PC.			
	SYSTEM BPS C5	5				
	Superior item 00001	0				
000020	509124000		2 PC.			
	CABLE, PREFABRICATED L=3m					
000030	532452001		1 PC.			
	SERVICE	C5				
	Installation and open	rator trainii	ng.			
000040	546416001		1 PC.			

Giesecke & Devrient GmbH

# G+D Currency Technology

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Item	Material No.	Quantity	Price / Unit	Tax code	Value
	Description				
	LICENSE	>30 CURR			
	3 x currencies (CZ	ZK, EUR, USD) included			
Total	Items				41,400.00 EUR
VAT (	(EG)		0.00 % of 41,400.00	EUR	0.00 EUR
VAT (	(ES)		0.00 % of 0.00	EUR	0.00 EUR
Total	Amount				41,400.00 EUR

Approximate delivery time is 2 to 3 days after receiving the order.

This offer is valid for up to max. 3 BPSC5-5 systems with same configuration. Including:

- C evo Basic Software as well as all C evo Software Premium Edition are included in the BPS sales price.

Each G+D Banknote Processing System (BPS) is delivered with a proprietary C evo Basic software which supports basic operation of the hardware.

The C evo Basic software is licensed on a permanent basis and includes the following features: Banknote processing functionality; One mono currency (system delivered with dummy adaptation, upload of local currency\* is necessary); Linux Operating System; Secure data transmission by SFTP; Standard configurations incl. Fast Deposit Processing (FDP); Video Surveillance Interface (VSI); Standard Reports.

The C evo Premium Edition: Multi currency package for up to 30 currencies\* in total for the BPS; Serial number applications (reading and comparison)\*; Serial number search list, Dynamic sorting application; BPS Config Optimizer; Mixed currencies application\*; Ticket reading application\* (Casino); NUR FÜR BPS C5 Header card deposit processing (HDP).

The subscription includes access to software technology updates which may be published in future within the scope of the licensed edition.

- Power Cable
- Adaptations for CZK, EUR and USD
- DAP Delivery.

\*Customers can only choose between the currently available currencies/functionalities. Information on the scope of currently available currencies/functionalities (and the availability of specific functions, such as serial number applications, for specific currencies) is included in the documentation or will be provided upon request. We may consider supporting additional currencies/functionalities, and/or specific functions for specific currencies, on request, but assume no legal obligation in this respect (technical feasibility will be checked, realization and timeline decided prior to ordering).

Giesecke & Devrient GmbH

# G+D **Currency Technology**

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You will have the opportunity to make your selection of applicable currencies up to the maximum number included in your licensed edition from the currently available currencies/functionalities after ordering. Once a selection has been made, it will be final and binding and future changes must be separately ordered.

## GENERAL INFORMATION

Product descriptions with documentation on the scope and functionality of the items offered are available on the G+D website at:

https://www.gi-de.com/en/currency-technology/currency-management/intelligent-automation-solutions/banknoteprocessing-solutions

Information on any (open source or proprietary) third party software included in the items offered and the respective license terms is available at: https://t1p.de/hbsni

## Right for Technical Changes reserved:

Our products are constantly brought to the latest state of art. This may entail future changes in the offered spare parts and wearing parts, which could lead to price changes.

## SUBSCRIPTION TERMS

The offered edition is licensed applies only to the specific individual BPS system identified by its serial number and is legally independent of any other subscriptions. The BPS serial number will be shown on the subscription invoice.

In case of an export license requirement, the delivery time is subject to approval by the competent authorities of export. However, a delivery date can only be confirmed after an order has been placed.

We look forward to your order which will receive our best attention.

Giesecke & Devrient GmbH

29. 9. 2025 29. 9. 2025

i.V. Josef Shöttl i.V. Pierluigi Ambrosio

Fax:

# G+D **Currency Technology**

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Tax code **Explanation** 

EG Zero-rated intra EC-supply

ES Recipient of services is liable for VAT

(Reverse Charge)

Not subject to German VAT

- Steuerschuldnerschaft des Leistungsempfängers



## **General Terms and Conditions**

# for goods and services supplied by Giesecke+Devrient Currency Technology GmbH (hereinafter: "G+D")

#### 1 Scope

All supplies of goods and services by G+D are provided solely on the basis of these Terms and Conditions of Sale. The purchaser's general terms of trading shall not apply even if these are not rejected.

## 2 Scope of Supplies and Services; Scheduled Dates

- 2.1 Partial deliveries are admissible unless they cannot be reasonably considered acceptable by the purchaser.
- 2.2 Delivery obligation to the purchaser is subject to correct and timely delivery to G+D by its suppliers.
- 2.3 Agreed periods and scheduled dates for the supply of goods and/or services are not deemed to be binding unless the purchaser complies with its own obligations and responsibilities ("Obliegenheiten"), in particular any obligations to co-operate. Otherwise the delivery periods may be extended as appropriate; this does not apply if the delay is due to negligence or deliberate action by G+D.
- 2.4 Deliveries are provided Free Carrier (FCA) (Incoterms 2020) G+D's delivery warehouse. If the purchaser is in default of acceptance, the risk shall pass to the purchaser upon the occurrence of the default of acceptance.
- 2.5 In case of delay the purchaser is entitled to rescind the contract provided that G+D is responsible for the delay, the purchaser has granted a reasonable extension period with warning of rejection of the goods or services after such period, and G+D willfully or negligently does not perform within this extension period.
- 2.6 The purchaser shall bear the costs for the disposal of the delivery item(s) and for taking back of transport and sales packaging by G+D. This shall also apply insofar as G+D is legally obliged to take back such packaging.
- 2.7 Operating instructions and other user information are provided in German or English unless otherwise expressly agreed in writing.
- 2.8 G+D is entitled to use subcontractors for all deliveries and services; G+D's liability to the purchaser remains unaffected.

## 3 Duty of the Purchaser to Cooperate

- 3.1 It is the responsibility of the purchaser to provide all the resources necessary for the use of the delivery items which G+D has not expressly undertaken to supply, and to provide G+D with all the information necessary for the performance of the contract.
- 3.2 All documents, data storage media, materials, or other items of whatever kind that are to be provided by the purchaser must be delivered to G+D carriage paid. Any notice of receipt issued by G+D is without engagement for the quantity, regulatory compliance, suitability or intactness of the items provided by the purchaser. To the extent necessary, the items provided by the purchaser may be made available to any third parties to which G+D has assigned the supply of goods and/or services for the performance the contract.
- 3.3 G+D may exercise a right of retention with respect to any items provided by the purchaser until all due accounts receivable under the business relationship have been discharged in full. Section 9.6 below shall apply mutatis mutandis.

## 4 Rights of Use, Third-party Rights, Business Secrets

4.1 Unless otherwise expressly agreed, after full payment of the purchase price the purchaser is granted a non-exclusive right to use the software and/or firmware included in or delivered with the goods. The delivered goods may contain functions/features using software and/or firmware not mentioned in the product specification that are technically blocked upon delivery. Unlocking of and permission to use such software and/or firmware are not subject matter of these Terms and Conditions of Sale and require an explicit End User License Agreement to be concluded in the course of a separate ordering process.

Software delivered by G+D may include (open source or proprietary) third party software. Such software will be subject to special license

terms communicated by G+D which, in the event of a conflict, will prevail over conflicting contract terms. G+D's legal responsibility with respect to defects of such third party software shall be limited to passing on the information or code made available by the third party software provider with respect to such defects and/or the resolution thereof.

- 4.2 The purchaser may not lend, lease or make the software otherwise available to third parties. Unless explicitly agreed or necessary within the contractual use, the purchaser may not duplicate, adapt, convert, or translate the software, either in full or in part, without G+D's prior express agreement. Nor may the purchaser disassemble, decompile or reconstruct the software or employ any other measures for the purpose of discovering the source code or acquiring other information relating to the origination or production of the software, unless such actions are indispensable to obtain information needed for establishing interoperability between an independently created computer program and the software, and such information has not been made available to the purchaser by G+D within a reasonable period of time despite submission of a written request.
- 4.3 The purchaser may not duplicate, translate, adapt or convert the software for the purpose of correcting faults unless G+D fails to carry out such correction within a reasonable extension period set by purchaser with warning of rejection of the goods. A back-up copy is only allowed in as far as it is necessary for future use of the software.
- 4.4 If a third party brings a legitimate claim against the purchaser on the grounds of an infringement of industrial property rights and/or copyrights (together: "property rights") by the goods and/or services supplied by G+D, G+D is liable to the purchaser as follows:
  - a) G+D will, at its own expense, secure for the purchaser a right to use the goods and/or services supplied according to contract. If this is not possible on economically reasonable terms, G+D will, at its discretion, either alter the supplies and/or services in such a manner that the property right is no longer infringed, or provide supplies and/or services which do not infringe the property right or reverse the supplies and/or services and refund payments made to G+D in this respect.
  - b) G+D's obligations as set out in a) above apply only on condition that the purchaser notifies G+D immediately in writing of any claim lodged on the grounds of infringement of property rights, does not acknowledge such infringement and conducts or settles any disputes, including out-of-court settlements, only in agreement with G+D.

The purchaser has no claim as far as the infringement of property rights arises from the purchaser's special requirements or from the fact that the goods and/or services were modified without G+D's consent or used together with hardware or software that were not supplied by G+D and the infringement of property rights results from this combination of hardware or software.

The above provisions constitute the whole of G+D's obligations in this respect. Except as provided in Section 6 below, no further liability beyond this is accepted. The purchaser's right to withdraw from the contract in the event of G+D's default remains unaffected thereby.

- 4.5 The purchaser must not observe, examine, disassemble or test the deliveries to gain access to G+D's business secrets. With respect to software Sections 4.2 and 4.3 shall exclusively apply. G+D trade secrets of which the purchaser becomes aware must be treated confidentially, and may neither be used nor disclosed to third parties without express signed, written approval from G+D.
- 4.6 Notwithstanding any confidentiality agreements G+D may evaluate any feedback from purchaser on G+D's deliveries and services, the purchaser's usage behaviour and all data transmitted or generated in connection with the use of the deliveries and services and to use such data after anonymisation as well as the result of the evaluation for the



improvement and (further) development of its product and service portfolio (e.g. by training Al algorithms).

## 5 Warranty

- 5.1 G+D warrants that goods and services will comply with the specifications contained in G+D's offer. In the event that an order confirmation issued by G+D deviates from the specifications in the offer, the specifications contained in the order confirmation shall prevail. An obligation to update digital delivery items provided on a one-off basis or for the supply of spare parts for delivery items after their warranty has expired shall only exist if and to the extent that such an obligation has been expressly agreed.
- 5.2 Defective goods and/or services will be, at G+D's option, repaired, replaced or reperformed free of charge. Non-reproducible software errors shall not constitute defects. The same applies to insignificant disparities or impairments that do not appreciably affect the functionality and value of the delivery.
- 5.3 The purchaser must in each case and without undue delay inspect the goods and or verify the services including any preliminary and/or intermediate products sent for correctionand report any defects to G+D without undue delay; otherwise, recognised or recognisable defects shall be deemed to have been approved. Claims on the grounds of defects recognisable during appropriate inspection are only permissible within one week of receipt. In the case of hidden defects that are not detectable on immediate inspection, the complaint must be filed within one week after the defect has been discovered.
- 5.4 Warranty claims, including remedies mentioned in Section 5.5, fall under the statute of limitations 12 months after delivery or service provision. Claims must be sent to G+D in writing, describing the defect and giving any information that may be useful for its identification.
- 5.5 G+D must be granted reasonable time and opportunity to rectify the defects ("Nacherfüllung") (repair, replacement delivery or replacement service). The purchaser must support G+D to the extent of its capabilities in this respect. To the extent that the purchaser does not comply with these obligations G+D is released from its obligation to remedy the defects. G+D shall bear the necessary expenses for the remedy of the defects, in particular transport, travel, labour and material costs. Transport and travel costs shall only be covered up to the original place of delivery. G+D shall only be liable for removal and installation costs and, in the event of resale, for the expenses that the purchaser has to bear in relation to its own customers as part of the remedy of the defects, if G+D cannot prove that the defect is not imputable to G+D's negligence or wilful misconduct. The exclusions and limitations of liability in Section 6 shall apply.
- 5.6 In the event that the remedy of the defects fails, is unreasonable or is refused, the purchaser may either withdraw from the contract or demand an appropriate reduction of the remuneration. The same shall apply if G+D refuses the remedy on account of disproportionate expenses. G+D shall be granted two attempts to rectify the defects, provided that these can be completed within a reasonable period of time.
- 5.7 In the event of a rectification of defects, the statute of limitations shall not begin to run anew. In such case, the limitation period for the notified defect shall end no earlier than three months after completion of the remedy of the defects or refusal of further remedy attempts.
- 5.8 Purchaser shall have no further warranty claims against G+D or such persons as it employs for the purpose of performing the agreement; however, Section 6 below remains unaffected.

## 6 Liability

- 6.1 G+D assumes liability for damage or loss sustained by the purchaser only to the extent that G+D or any person employed by G+D in the performance of its obligations has acted in gross negligence or deliberately.
- 6.2 G+D shall also be liable, up to the amount of the typically foreseeable damage or loss, for such damage or losses that G+D or such persons as

- it employs for the purpose of performing the agreement may cause in breach of an essential contractual obligation.
- 6.3 In the event of simple negligent breaches of essential contractual obligations, G+D shall be liable under and in connection with the relevant contract up to a maximum of one and a half times the net contract value (total net sum at the time of contract conclusion).
- 6.4 This limitation of liability shall apply with regard to all claims for damages, on whatever legal basis, in particular also with regard to claims based on pre-contractual or accessory obligations. It also applies to any obligation on the part of G+D to reimburse wasted expenditure ("Ersatz vergeblicher Aufwendungen"). However, it shall not limit mandatory liability under product liability law, liability for intentional or negligent injury to life, body or health, or liability from the assumption of an unlimited guarantee (Section 6.5) or of a procurement risk.
- 6.5 Guarantees ("Garantien") that result in strict (independent of fault), unlimited liability always require an explicit declaration by G+D. Phrases such as 'assure', 'guarantee', 'represent' are only quality agreements resulting in a subsequent performance obligation, but do not constitute unlimited guarantees.
- 6.6 If G+D is late in supplying goods or services, the purchaser may claim damages resulting from such delay amounting to no more than 1% of the remuneration per full week of the delay up to a maximum amount of 5% of the remuneration (Section 8) for the delayed delivery. No further compensation claims arising from delay shall be accepted. This does not apply where G+D is liable for intent or gross negligence. Similarly, the purchaser's right to rescind the contract in accordance with Section 2.5 shall remain unaffected.
- 6.7 Notwithstanding Section 6.4, 3rd sentence, to the extent that any claims for damages of the purchaser against G+D rest on culpable negligence on the part of G+D or of persons employed by G+D in the performance of its obligations, these claims fall under the statute of limitations 12 months after origination of the claim. Claims arising out of tort remain unaffected.

## 7 Contract impediments

- 7.1 Contract impediments within the meaning of this provision are natural disasters or other incidences of force majeure, legal or government restrictions, embargoes, non-issue of export licenses, confiscations, riots, insurgencies, political actions, war, terrorist attacks, fire, explosions, floods, lockouts or strikes, shortages of raw materials or energy and cases in which the cause is outside the reasonable control of the affected party, making it unreasonably difficult or impossible for this party or any of its suppliers or subcontractors to comply with the provisions of this contract.
- 7.2 Neither party shall be held responsible for damage or loss caused by contract impediments. Instead, the performance obligations shall be suspended for the duration of a contract impediment and agreed performance deadlines shall be extended as appropriate.
- 7.3 Should a contract impediment last longer than 90 (ninety) days, each party may, absent a mutually-agreed modification of the contract, terminate the contract at any time by written notice to the other party. The customer shall pay G+D for the services rendered prior to termination and reimburse any expenses incurred..

## 8 Prices and Terms of Payment

- 8.1 Remuneration claims by G+D shall be due and payable without fees 14 days after date of invoice (date on which the G+D account is credited shall be decisive). G+D may bill for agreed partial deliveries.
- 8.2 Unless expressly agreed otherwise, prices are stated in Euro (EUR), exclusive of the statutory Value Added Tax applicable at the relevant time. In cross-border transactions, the purchaser shall pay all customs duties, taxes, levies and fees incurred outside Germany in respect of the delivery or service, regardless of whether the purchaser or G+D is the debtor of such tax etc. If the purchaser is obliged to withhold tax, this may not reduce the amount to be paid to G+D. In this case, a correspondingly higher price shall be deemed to have been agreed.



8.3 The purchaser may not offset or assert a right of retention against any claims of G+D unless the purchaser's counterclaim is undisputed or has become unappealable.

## 9 Retention of Title

- 9.1 G+D retains title to supplied goods until the full purchase price has been paid (hereinafter: goods supplied under retention of title). The reservation of title applies also to all accounts receivable of G+D against the purchaser arising out of their business relationship already accrued at the time of conclusion of the contract.
- 9.2 The purchaser must keep the goods supplied under retention of title in safe custody for G+D with the due care and diligence required by good business practice, and must insure them at its own expense for an adequate amount against damage by fire, theft, water, and third party risk.
- 9.3 G+D authorises the purchaser to resell and to process the goods supplied under retention of title in the normal course of business. This authorization may be revoked at any time.
- 9.4 In the event of seizure of the goods supplied under retention of title by third parties, purchaser must make G+D's ownership known and notify G+D immediately in writing.
- 9.5 If the goods supplied under retention of title are inseparably commingled with other property items not belonging to G+D, G+D acquires a share in the ownership of the new property item that is equal to the ratio of the value of the retention of title goods to the value of the other commingled property item at the time of commingling. If commingling takes place in such a way that the purchaser's property item is to be regarded as the principle property item, it is agreed that purchaser will assign co-ownership to G+D on a pro rata basis. The purchaser will hold such ownership or co-ownership in safe custody for G+D.
- 9.6 In the event that the realisable value of the assets under the retention of title exceeds the total amount payable by the purchaser to G+D by more than 20 percent, G+D shall, at the purchaser's request, release assets (at G+D's discretion) from the retention of title up to the total amount payable.

## 10 Export

- 10.1 If the purchaser sells any deliverables provided by G+D (i.e., goods and/or parts thereof and/or services) to third parties, the purchaser shall comply with all instructions from G+D and all applicable national and international (re-)export control and foreign trade regulations, in particular those of the Federal Republic of Germany and the European Union.
- 10.2 The purchaser may not directly or indirectly sell, export or re-export goods or parts thereof supplied under or in connection with these Terms and Conditions of Sale which fall within the scope of Article 12 g of Council Regulation (EU) No. 833/2014 or Article 8 g Council Regulation (EU) No. 765/2006 to the Russian Federation and/or Belarus or for use in the Russian Federation and/or Belarus.
- 10.3 The purchaser shall use its best endeavors to ensure that the purpose of Sections 10.1 and 10.2 is not frustrated by third parties in the further chain of trade, including potential resellers.
- 10.4 Any breach of Sections 10.1, 10.2 or 10.3 shall constitute a material breach of the Terms and Conditions of Sale, entitling G+D to take appropriate remedial action, including but not limited to immediate termination of the relevant agreement.
- 10.5 The purchaser shall inform G+D immediately of any problems in the application of Sections 10.1, 10.2 or 10.3, including all relevant activities of third parties that could frustrate the purpose of the aforementioned Sections.

## 11 Miscellaneous

11.1 The parties shall comply with all relevant national and international laws. In addition, the purchaser shall keep up to date with G+D's Code of Conduct, which is available at https://www.gi-de.com/de/..

- 11.2 G+D may assign or transfer, by operation of law or otherwise, the agreement, or any of its rights and/or obligations under the agreement, to any third party, insofar as such third party is directly or indirectly controlled by G+D by way of majority of capital stock or majority of voting rights.
- 11.3 Divergent or supplementary provisions, side-agreements or modifications to the agreement are only effective when done in written form. In particular, declarations and agreements within the meaning of sections 2.7, 4.1, 4.2, 6.5 are only effective if they are agreed in writing. All of these requirements of written form are also considered satisfied by the electronic transmission of documents that have been signed by hand and then scanned or that have been signed by way of an electronic signature. The use of email or messaging services (e.g. Microsoft Teams chat) on its own does not constitute a written form.
- 11.4 Place of performance and exclusive place of jurisdiction is Munich. G+D reserves the right to bring action against the purchaser at purchaser's general place of jurisdiction.
- 11.5 The law of the Federal Republic of Germany shall apply, without its rules for choice of law. The UN Convention of April 11, 1980, on the International Sale of Goods (CISG) shall not apply. These Terms and Conditions of Sale are to be construed under German law paying regard to the use of English as language of convenience only, without recourse to any other law.

## 12 Special Terms for Subscriptions

## 12.1 Scope and Definitions

- 12.1.1 G+D may offer certain software products or system software editions on a subscription basis ("Subscription SW").
- 12.1.2 This Section 12 together with the individual subscription contract between G+D and the respective licensee ("Customer") and Secs. 1 to 11 above (for application whereof, Customer shall be considered the "purchaser" referenced therein) govern all use of the Subscription SW. In the event of conflicts, this Section 12 shall prevail over Secs. 1 to 11 above with respect to use of the Subscription SW.

## 12.2 Distributors and Users, Passing on Subscriptions

- 12.2.1 The provisions of this Section 12 apply whether the Customer obtains the subscription for its own use or for resale as a reseller, distributor or similar partner of G+D ("Distributor").
- 12.2.2 If Customer is a Distributor, the software subscription grants the limited non-exclusive right to use the Subscription SW solely to the end-user of the Subscription SW or, in the event of system software, the respective system ("User").
- 12.2.3 If Customer is a Distributor, it may pass on the license keys and the right to use the Subscription SW to the User. In such case it is free to agree the commercial and legal conditions for such transfer with the User provided that (a) it shall enter into, and enforce, a valid sublicense with each User which is not less restrictive on use of the Subscription SW than the provisions of the subscription contract and gives G+D access to information and data in accordance with Section 4.6 above, and (b) all uses, acts or omissions of the User shall be imputed to the Distributor as its own uses, acts or omissions for the purposes of the subscription contract.
- 12.2.4 Section 12.2.3 shall apply accordingly if a Customer who is not a Distributor wishes to pass on Subscription SW to a third party User, provided that, except for passing on system software in the event of a system transfer, such passing on requires G+D's prior consent.

## 12.3 System Software

- 12.3.1 With respect to system software the entity possessing and operating the respective system is considered the User.
- 12.3.2 Each system software subscription grants the right to use the Subscription SW only to support the operation of the individual system identified by its serial number in the subscription contract and only for the subscription term. Customer's right under Section 12.2.3 and/or 12.2.4 to pass on the Subscription SW applies only if the respective



system is transferred to the same User.

12.3.3 In the event that the system is destroyed, becomes permanently inoperative or is disposed of, other than by way of transfer to a third party, during the subscription term, the system software subscription shall expire at the end of the calendar month during which G+D is notified of the event by Customer's written notice and Customer will receive a pro-rata refund for prepaid fees, if any.

## 12.4 Subscription Term, Updates and Use of the Subscription SW

- 12.4.1 Each subscription contract runs for a three-year minimum term commencing on the day of activation and will automatically renew for an unlimited number of 12-month renewal terms unless terminated for convenience observing a notice period of three (3) months with effect on the renewal date.
- 12.4.2 G+D may, from time to time and at its own discretion, publish new releases of the Subscription SW which may include error corrections, adaptions to minor changes of currencies, and minor functional enhancements ("Update(s)"). The scope of each subscription includes User access to future Updates within the functional scope of such subscription and also to the product documentation published by G+D. The documentation and all such future Updates shall be considered part of the Subscription SW for the purposes of the subscription contract. The Subscription SW and all such future Updates will be made available for download, and the User shall be responsible for prompt installation thereof. No source code will be provided.
- 12.4.3 The Subscription SW and future Updates may contain or introduce a license management function which may require license keys to unlock the Subscription SW or particular functions thereof and/or may automatically deactivate the Subscription SW or block use of particular functions where use exceeds license limits. Even if the Subscription SW does not automatically deactivate, all use thereof shall immediately be discontinued at the end of the subscription term. If the provision of a functional activation keys is delayed, the respective subscription term or renewal term will only commence upon successful activation; any further liability of G+D in the event of such delay is disclaimed, except if G+D or any person employed by G+D in the performance of its obligations has acted in gross negligence or deliberately.

## 12.5 Fees

- 12.5.1 The license fees specified in the subscription contract shall be payable for each 12-month period of the subscription term in advance.
- 12.5.2 Renewals (Section 12.2.1 above) will take place at the updated license fee rates communicated by G+D (e.g. by publishing an updated price list) on or before the renewal date. In the event of an increase in license fees, Customer has a special right to issue a notice of non-renewal with effect as of the renewal date within one month of receipt of G+D's notification. If the Customer's notice is issued after the renewal date, it will have effect upon receipt and the previously applicable license fees will apply for the period from the renewal date through receipt of Customer's notice. If Customer fails to issue a notice of non-renewal within the one-month period, it will be considered to have accepted the new rates
- 12.5.3 Customer is not entitled to enforce a reduction of recurring fees by unilaterally making deductions from such recurring fees. The foregoing shall not affect Customer's statutory right to reclaim excess recurring fees under the theory of unjust enrichment in the event that Customer has a statutory right to reduce fees due to a non-conformity.
- 12.5.4 G+D reserves the right to suspend performance of the subscription contract and/or to restrict or suspend use of the Subscription SW as long as, and to the extent that, Customer is in default with payment of any amounts owed to G+D or fails to comply with its obligations under the subscription contract. Whereas in such case, Customer remains obligated to pay the license fees without any deductions.

## 12.6 User Cooperation, Feedback

12.6.1 It shall be User's responsibility (Section 2.3 above) to comply with any technical guidelines, such as installation requirements, communicated

by G+D from time to time, and to provide G+D with all information and assistance which G+D may reasonably require for consummation of the subscription contract including details on the occurrence of a non-conformity for remedial action.

#### 12.7 Specifications, Defects

- 12.7.1 G+D does not guarantee that the Subscription SW will be free of defects, and/or that its operation will at all times be uninterrupted; strict liability of G+D for pre-existing defect is expressly disclaimed.
- 12.7.2 G+D exclusively warrants that the Subscription SW will operate in accordance with G+D's published documentation as referenced in the subscription contract. To the extent that such documentation remains silent, the Subscription SW must be suitable for the use contemplated under the subscription contract and must otherwise have a quality that is customary for software of the same type. In any event the Subscription SW shall not infringe third party rights. The aforementioned standards are hereinafter referred to as the "Specifications".
- 12.7.3 Technical data, product and performance specifications in public statements, in particular in advertising material, shall not be deemed to supplement or amend the Specifications.
- 12.7.4 G+D shall provide, and during the subscription term maintain, the Subscription SW in a condition suitable for contractual use in accordance with the Specifications. For this purpose, G+D shall, at its cost, remedy any non-conformities of the Subscription SW including defects of title within a reasonable period of time. G+D may also fulfill its obligation to remedy non-conformities by providing Updates for download
- 12.7.5 The obligation to maintain the Subscription SW does not include modifications required to accommodate changed operating conditions and future technical and functional developments, such as changes to the User's IT environment, , changed legal, technical and/or functional market requirements; mirroring the functional scope of competing products or the creation of compatibility with new data formats or supplementary products, and/or, with respect to system software, changes to the system or spare parts for the system (collectively "Changes").
- 12.7.6 In the event of failure of remedial action, Customer shall be entitled to terminate the subscription contract for cause. Failure of remedial action shall be assumed to have occurred in particular, without limitation if remedying the non-conformity is impossible for G+D, if G+D refuses to remedy the non-conformity or if Customer cannot reasonably be expected to accept the remedy available.
- 12.7.7 G+D shall not be subject to any warranty, liability or other obligations under the subscription contract with respect to any issues relating to the Subscription SW caused or aggravated by any circumstances outside of G+D's reasonable control including, without limitation, Changes or User's failure to promptly install an Update made available by G+D.
- 12.7.8 The foregoing remedies are Customer's exclusive remedies for nonconformities of the Subscription SW. Section 5.3 through 5.8 shall not apply to the Subscription SW.



Giesecke+Devrient Currency Technology GmbH Prinzregentenstrasse 161, 81677 Munich, Germany

Czech National Bank Na Příkopě 28 115 03 Praha 1 **Currency Technology** 



Your ref.: Your letter dated: Our ref.:

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Munich, 29.09.2025

Price list for on demand calls

Dear Customer,

To ensure transparency and help you better plan your interventions, we would like to provide you with an updated detail of the rates applied for our technical interventions. Hourly Rate for Technical Interventions:

Our hourly rate for technical interventions is €100,00. This amount covers the labor and technical expertise necessary to resolve any issues that may arise.

## **Fixed Travel Expenses:**

For each intervention, a fixed travel fee of €120,00 is applied. This cost is independent of the duration of the intervention and serves to cover the expenses related to the transportation of tools and the technical personnel necessary for the service. We would like to remind you that each intervention is managed with the utmost professionalism and efficiency to ensure the optimal solution to your needs.

Best regards,

Giesecke+Devrient Currency Technology GmbH

29. 9. 2025



Key Account Manager Regional Sales Director

29. 9. 2025



Marco Coltri Service Sales Manager