

## Amendment No.2 to Agreement on the Conditions for Posting Commercial Letter Consignment



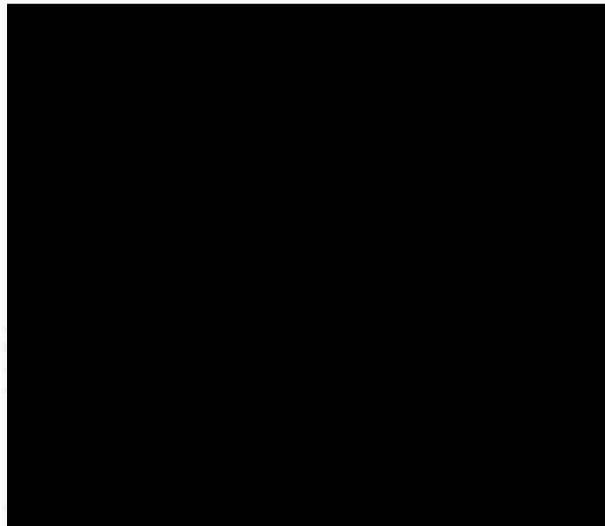
### Česká pošta, s.p.

Registered office: Politických vězňů 909/4, 225 99, Praha 1  
Company registration No. (IČ): 47114983  
VAT No. (DIČ): CZ47114983  
Represented by/Acting through: Martin Hurda, Head of International Business Department  
Registered in the Commercial Register: Municipal Court in Prague, Section A, File 7565/1  
Bank: Československá obchodní banka, a.s.  
Account No.: 0100393657/0300  
Mailing address: Politických vězňů 909/4, Praha 1, Czech Republic  
BIC/SWIFT: CEKOCZPP  
IBAN: CZ3103000000000100393657  
hereinafter referred to as "ČP"

and

[REDACTED]

Registered office/Place of business:  
Company registration number (IČO):  
VAT No. (DIČ):  
Represented by:  
Registered in the Commercial Register:  
Bank name:  
Account No.:  
Mailing address:  
BIC/SWIFT:  
IBAN:  
Sender's ID (CČK file ID):  
Assigned technological number:  
hereinafter referred to as "the Consignor"



Each shall hereinafter individually be referred to as "a Party" and collectively as "the Parties".

## 1. Agreed provisions

- 1.1. The Parties agreed that the content of Annex No. 2 of the Agreement is fully substituted by the content of Annex No. 2 of this Amendment.
- 1.2. The Parties agreed that at the end of Article 2 of the Agreement, the following new provisions 2.15 to 2.17 are added:
  - 2.15 Česká pošta, s.p. is not obliged to enter into a postal contract whose subject-matter is delivery of Consignments sent through another postal operator. The Consignor acknowledges that if he posts Consignments with Česká pošta, s.p. and intentionally does not inform Česká pošta, s.p. about the fact that any of the posted Consignments come from another postal operator, he can thereby cause a damage to Česká pošta, s.p. and commit fraud.
  - 2.16 The Consignor is obliged to inform Česká pošta, s.p. about any Consignments received by him or coming from any postal operator other than Česká pošta, s.p. and identify the operator. The Consignor is released from his duty to inform Česká pošta, s.p. under the previous sentence in respect of any Consignments coming from any postal operator other than Česká pošta, s.p. if, on request from Česká pošta, s.p., he proves that he has received them from a third party other than a postal operator; that he has informed this party about his duty under the first sentence of this subclause; and, if the Consignments have been received or come from another postal operator, that he has imposed the duty to inform the Consignor about it. Should the Consignor become aware that the information received from a third party other than a postal operator about the origin of the Consignments is false, he is obliged to inform Česká pošta, s.p. as required under the first sentence of this subclause.
  - 2.17 Should the Consignor intentionally breach his duty to inform Česká pošta, s.p. about any Consignments received or coming from any postal operator other than Česká pošta, s.p. and/or identify such operator, the Consignor is obliged to pay to Česká pošta, s.p. a contractual fine of CZK 100 for each Consignment in respect of which this duty has been breached.
- 1.3. The Parties agreed that the content of Paragraph 5.1 of the Agreement is fully substituted by the new following text:
  - 5.1 This Agreement is made for a definite period of time ended 31.12.2021. Either Party may terminate this Agreement without giving any reason; the term of notice is 1 month and starts running the day next to delivery of the notice to the other Party. If the Consignor refuses by a notice in writing to accept changes of the Pricelist and/or the Postal Terms and Conditions, this Agreement will also be terminated by this notice of refusal of such changes. The period of notice will start running on the day of delivery of the notice to ČP and will end as of the effective date of the changes of the Pricelist and/or the Postal Terms and Conditions. The notice must be delivered to ČP before the effective date of the changes. Notices of termination or of refusal of changes of the Postal Terms and Conditions and/or the Pricelist must be made by the Consignor in writing.

## 2. Closing Provisions

- 2.1. The other provisions of the Agreement remain without change and in force.
- 2.2. This Amendment No. 2 is executed in 2 (in words: two) counterparts of the force of an original, one counterpart for each Party.
- 2.3. This Amendment No. 2 takes effect on the day of its signature by both Parties.
- 2.4. The Parties expressly agree that services and payments mentioned in this Agreement as its subject-matter and provided from 1.1.2019 to the date of effect of this Contract will be considered as services and payments provided under this Contract unless it is excluded by the nature of the service or payment.

- 2.5. ČP as the controller processes the personal data of the Sender (if the Sender is a natural person) and the personal data of its contact persons provided in this Agreement as well as personal data of other persons provided under this Agreement (hereinafter referred to as “data subjects” and “personal data”), solely for the purposes of performance of this Agreement, for the duration of this Agreement, or for the purposes resulting from legal regulations for a period longer than justified by such legal regulations. Accordingly, the Sender is obliged to inform the individuals whose personal data is transmitted for the purposes related to the performance of this Agreement by ČP. Further information related to the processing of personal data, including the rights of the data subjects related to such processing, is contained in the current version of the Information on the Processing of Personal Data available on ČP’s website at [www.ceskaposta.cz](http://www.ceskaposta.cz)
- 2.6. Integral part of this Amendment No. 2 is Annex No. 2.

**Annex:**

Annex No. 2 - Price of Commercial Letter Services for the Period from 01.01.2019 to 31.12.2019.

In Prague on [REDACTED]

On behalf of ČP: [REDACTED]

Martin Hurda

Head of International Business Department