

# AMENDMENT NO. 9 TO PURCHASE AGREEMENT

**Buyer's Registration No. 176/2011/HM  
(hereinafter referred to as the "Amendment No. 9")**

## I.

In accordance with the Article XV paragraph 3 and 7 of the Purchase Agreement No. 176/2011/HM concluded on 15<sup>th</sup> November 2011 as amended by Amendment No. 1 - 8 (hereinafter referred to as the "Agreement") the Parties have agreed upon the following changes to the Agreement in accordance with Section 222 of Act No. 134/2016 Coll., on the award of public contracts, as amended:

### 1. Indication of the Seller in header of the Agreement reads:

**"2. THALES DIS FRANCE SA**

*Registered office in Meudon, rue de la Verrerie 6, France*

*a company incorporated and organized under the laws of France, Registered in RCS Nanterre, France*

*Represented by: Youzec Kurp, Authorised signatory*

*Company ID No.: 562 113 530*

*VAT No.: FR64562113530*

*Banking details: XXX*

*IBAN Account number: XXX*

*SWIFT code: XXX*

*Authorized persons of the Seller for discussions:*

*In economic matters: XXX, XXX*

*In technical matters: XXX, XXX*

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

### 2. Article I paragraph 1 newly reads as follows:

*„1. The Agreement sets out the terms and conditions under which the Seller shall provide and the Buyer shall purchase pre-personalization services including contact chip modules with operating system Multi App V4.0 or Multi App V4.0.1 based on platform Java Card and Global Platform including IAS Classic V4.4 application (hereinafter referred to as the "Chips") in accordance with the ordering procedure defined in the Article II, par. 2, to be delivered for the purpose of embedding and personalization of the Czech Electronic Identity Cards (as hereinafter referred to as the "Project").“*

### 3. Article I paragraph 4 newly reads as follows:

*„4. The Buyer guarantees the minimum purchase of XXX (in words: XXX) pieces of the Chips in the period from 1. 1. 2021 to 31. 12. 2022. Furthermore the Buyer guarantees the*

minimum purchase of XXX (XXX) pieces of the Chips yearly in the period from 1. 1. 2021 to 31. 12. 2022.“

**4. Article III paragraph 2 newly reads as follows:**

„2. The price per one piece of Chip is:

Chip with operating system Multi App V4.0	XXX EUR / piece
Chip with operating system Multi App V4.0.1	XXX EUR / piece.“

**5. Article IV paragraph 5 newly reads as follows:**

„5. The payment will be made for the benefit of the Seller’s bank account:

Bank Code	Branch (Guichet Code)	Bank Account No.	Control Key (Clé RIB)	Domiciliation
XXX	XXX	XXX	XXX	XXX

  

IBAN							SWIFT
XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX

**6. Article VI paragraph 3 newly reads as follows:**

„3. The contact persons of the Buyer are

- XXX – XXX
  - phone: XXX
  - e-mail: [XXX](#)
- XXX – XXX
  - phone: XXX
  - e-mail: [XXX](#)
- XXX – XXX
  - phone: XXX
  - e-mail: [XXX](#).“

**7. The following new Article XII is inserted after Article XI:**

**„XII.  
ANTI CORRUPTION & INFLUENCE PEDDLING**

1. The Parties shall always act in accordance with all the applicable national, international and foreign laws and regulations for the prevention of risks of corruption and influence peddling.

2. *Whether directly or through third parties, the Parties shall not offer or promise any gift or advantage to a person, for himself or for others, with the purpose that this person abuses or because this person would have made illegitimate use of its real or supposed influence in order to obtain distinctions, jobs, contracts or any other favorable decision.*

3. *The Parties shall not solicit or accept for itself any offer, promise, gift or advantage of any kind, to make illegitimate use of its influence for the purpose of making or obtaining any favorable decision.*

4. *The Buyer declares to have implemented a compliance program insofar as the Buyer is subject to this requirement and has a Code of Conduct which is similar to Seller's Code of Conduct*

5. *The Seller's Code of Conduct can be found online here:*

[https://www.thalesgroup.com/sites/default/files/database/document/2020-11/Code\\_of\\_conduct\\_Prevention\\_of\\_corruption\\_and\\_influence\\_peddling\\_revEXCOM30092020.pdf](https://www.thalesgroup.com/sites/default/files/database/document/2020-11/Code_of_conduct_Prevention_of_corruption_and_influence_peddling_revEXCOM30092020.pdf)

**The original numerical designations of Articles XII to XV of the Agreement changes to Articles XIII to XVI.**

**8. Article XIII paragraph 1 newly reads as follows:**

*„1. The present Agreement shall enter into force upon signature by the authorised representatives of both Parties, on the date of the last signature and shall remain in force and effect on the basis of the application of a reserved change of obligation pursuant to Article XIII, paragraph 3 of this Agreement until 31<sup>st</sup> December 2022.“*

**9. The existing Annex No. 1 of the Agreement is replaced by the new wording, which is listed in Annex No. 1 of the Amendment No. 9.**

**II.**

1. All other provisions in the Agreement not changed, amended or modified through this Amendment No. 9 shall remain unchanged and in full force and effect.
2. This Amendment No. 9 is drafted and executed in the English and Czech languages, always in 2 copies with the validity of the original from which each Party will receive one copy of the Amendment No. 9 of each language. In case of dispute (Article XI of the Agreement) or in the event of a conflict between the English and Czech versions of this Amendment No. 9, the English version of Amendment No. 9 shall prevail. Annex no. 1 is drawn up only in English language.
3. The Seller takes notes that, the Amendment No. 9 will be, by course of Act No. 340/2015 Coll., on the special conditions for the effectiveness of certain contracts, the publication of such contracts, and the Register of Contract (Contract Registry Act), published in the Register of Contracts, which is publicly available. In such a case, the Buyer shall provide the publication.
4. This Amendment No. 9 shall enter into force on the date of the signature by both Parties and effect by publishing Amendment No. 9 in the Register of Contracts, with the exception of the

adjustment of Article I (1) and (4), Article III (2) and Annex No. 1 of the Agreement, which shall take effect on 1<sup>st</sup> January 2021.

5. By signing this Amendment No. 9, the Parties agree with its content.

In Prague on .....

In Meudon on.....

For Buyer:

For Seller:

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**Tomáš Hebelka, MSc**  
CEO  
STÁTNÍ TISKÁRNA CENIN, státní podnik

**Youzec Kurp**  
Authorised signatory  
THALES DIS FRANCE SA