

AMENDMENT NO. 10 TO PURCHASE AGREEMENT

**Buyer's Registration No. 176/2011/HM
(hereinafter referred to as the "Amendment No. 10")**

by and between

STÁTNÍ TISKÁRNA CENIN, státní podnik

Registered office at Praha 1 (Prague 1), Růžová 6/943, postal code 11000, Czech Republic
Registered in the Commercial Register of the Municipal Court in Praha (Prague), Section
A LX, File 296, file No. ALX 296

Represented by: **Tomáš Hebelka, MSc**, General Director
Company ID No: 00001279
VAT No: CZ00001279
Banking details: XXX
Account number: XXX
IBAN account number: XXX
SWIFT code: XXX

Authorized persons of the Buyer for discussions:

In economic matters: Tomáš Hebelka, MSc, General Director
In technical matters: XXX

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

and

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: **Patrick Mouchart**, President
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
In technical matters: XXX

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

with the participation of

Thales DIS France SAS

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: **Patrick Mouchart**, President
Company ID No.: 844 687 749
VAT No.: FR 48844687749
Banking details: XXX
IBAN Account number: XXX
SWIFT code: XXX

(hereinafter referred to as the “**Assignee**”)

(the Buyer, the Assignor and the Assignee are hereinafter individually or collectively referred to as a “**Party**” or the “**Parties**”).

I.

1. Due to current reorganizations within the Thales Group, the Parties wish to proceed with the assignment of the Purchase Agreement No. 176/2011/HM concluded on 15th November 2011 as amended by Amendment No. 1 - 9 (hereinafter referred to as the “**Agreement**”) from the Assignor to the Assignee pursuant to the terms and conditions provided in this Amendment No. 10.
2. The Parties hereby agree to assign the Agreement by the Assignor to the Assignee as from August 1st 2021 (hereinafter referred to as the “**Effective Date**” of this Amendment No. 10).
3. As from the Effective Date, the Assignor hereby assigns to the Assignee all of its rights and obligations under the Agreement, and the Assignee hereby (i) assumes all of the rights and obligations of the Assignor under the Agreement, (ii) agrees that it shall become a party to the Agreement in place of the Assignor and (iii) agrees to observe, perform and be bound by the terms of the Agreement.
4. As from the Effective Date, the Buyer hereby (i) releases and discharges the Assignor from its obligations under the Agreement as well as all claims and demands whatsoever in respect of the Agreement, (ii) accepts the liability of the Assignee under the Agreement in lieu of the liability of the Assignor; and (iii) confirms and agrees that the Assignee shall become a party to the Agreement in lieu of the Assignor and be entitled to all the rights and benefits under the Agreement which are expressed to be those of the Assignor.
5. The Assignee shall hold harmless and indemnify the Assignor against any and all liabilities, damages, costs, expenses arising from the Agreement which will be incurred after the Effective Date.

II.

In accordance with:

- (i) Article XV paragraph 3 of the Agreement; and

(ii) Section 222 paragraph 10 point b) and Section 273 paragraph 6 of Act No. 134/2016 Coll. under Czech Republic law, on the award of public contracts (hereinafter referred to as the “Public procurement Act”);

the Parties have agreed as amended:

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

“2. Thales DIS France SAS

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: Patrick Mouchart, President

Company ID No.: 844 687 749

VAT No.: FR 48844687749

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

(hereinafter referred to as the “Seller”)

2. Article VI paragraph 3 newly reads as follows:

„3. The contact persons of the Buyer are

- XXX

▪ phone: XXX

▪ e-mail: [XXX](#)

- XXX

▪ phone: XXX

▪ e-mail: [XXX](#)

- XXX

▪ phone: XXX

▪ e-mail: [XXX](#)“.

III.

1. All other provisions in the Agreement not changed, amended or modified through this Amendment No. 10 shall remain unchanged and in full force and effect.

2. This Amendment No. 10 is drafted and executed in the English and Czech languages, always in 3 copies with the validity of the original from which each Party will receive one copy of the Amendment No. 10 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. 10, the English version of Amendment No. 10 shall prevail.
3. The Parties take notes that, the Amendment No. 10 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. 10 shall enter into force on the date of the signature by all Parties and effect by publishing Amendment No. 10 in the Register of Contracts, but not before August 1st 2021.
5. By signing this Amendment No. 10, the Parties agree with its content.

In Prague on

In Meudon on.....

For Buyer:

For Assignor:

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Tomáš Hebelka, MSc
 CEO
 STÁTNÍ TISKÁRNA CENIN, státní podnik

Patrick Mouchart
 President
 THALES DIS FRANCE SA

In Meudon on.....

For Assignee:

.....

Patrick Mouchart
 President
 Thales DIS France SAS