

AMENDMENT NO. 8 TO GENERAL AGREEMENT

on record with the Buyer under Ref. No. 6/2014/PP
(hereinafter referred to as the "Amendment No. 8")

by and between

1. Thales DIS Schweiz AG

Registered office at Aarau, Hintere Bahnhofstrasse 12, Switzerland

Registered in Commercial Registry maintained by Commercial Register of Canton Aargau

Represented by: XXX

XXX

Company ID No.: XXX

VAT No.: XXX

Banking details: XXX

Account number: XXX

IBAN Account number: XXX

SWIFT code: XXX

(hereinafter referred to as the "Seller")

and

2. 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 ALX, File 296

Represented by: Tomáš Hebelka, MSc, General Director

Company ID No: 00001279

VAT No: CZ00001279

Banking details: XXX

Account number: XXX

IBAN account No: XXX

SWIFT code: XXX

(hereinafter referred to as the "Buyer")

I.

The Parties in accordance with Article XVIII paragraph 3 of the General Agreement No. 6/2014/PP concluded on 16th April 2014 as amended by Amendment No. 1 - 7 (hereinafter referred to as the "Agreement") have agreed on amendments of the Agreement as follows:

1. **Article II „SUBJECT OF CONTRACT” is replaced in paragraph 3 by the following:**
 - „3. The technical specification of the subject of fulfilment forms Annex No. 1 to the present Contract. A part of the technical specification of the subject of fulfilment includes secret facts, is filed and registered with the Buyer under ref. No. XXX and is an integral part of the present Contract subject to its acceptance by the Seller. Specification XXX includes secret facts is filed and registered with the Buyer under ref. No. XXX and is an integral part of the present Contract subject to its acceptance by the Seller.”
2. **Article II „SUBJECT OF CONTRACT” is deleted in paragraph 4 and actual paragraph 5 is marked as paragraph 4.**
3. **Article III „TIME AND PLACE OF FULFILMENT” is replaced in paragraph 3 by the following:**
 - „3. XXX“
4. **Article IV „PRICE” is replaced in paragraph 2 by the following:**
 - „2. XXX”
5. **Article IX „TIME SCHEDULE OF PREPARATION OF PRODUCTION” is replaced in paragraph 2 by the following:**
 - „2. During the period of contractual performance, the subject of fulfilment will be delivered according to the individual call off orders and as agreed by the Contracting Parties.”
6. **Article XV „SPECIAL PROVISIONS” is replaced in paragraph 8 by the following:**
 - „8. The Buyer explicitly draws Seller’s attention to the fact that “Technical specification” which is filed and registered with the Buyer under Ref. No. XXX and “XXX” which is filed and registered with the Buyer under Ref. No. XXX and “XXX” which is filed and registered with the Buyer under Ref. No. XXX, are classified with the security level “RESTRICTED” according to the Czech law about protection of classified information and about security eligibility (412/2005 Sb.) and these documents are an integral parts of the present Contract subject to their acceptance by the Seller. Seller shall work with these classified documents on a “need-to-know” base only.”
7. **Article XV „SPECIAL PROVISIONS” the following paragraphs 9 to 15 are added:**
 - „9. The Contracting Parties declare that they do not act unlawfully or that their conduct does not fulfill the body of the crime or administrative delict and that they comply with their relevant national laws.
 10. Whether directly or via third parties, neither Contracting party shall propose to any person, or shall accept from any person, any offer, promise, donation, gift or benefit of any kind which would be linked to a misuse that would be made by that person, or that has already been made by that person, of his/her real or supposed influence with a view to obtaining, for itself or for others, a distinction, a job, a contract or any other favorable decision.
 11. Neither Contracting party shall solicit or accept for itself any offer, promise, donation, gift or benefit of any kind, for the purpose of misusing its influence with a view to making or obtaining any favorable decision.
 12. Each of the Contracting parties declares that it has implemented a compliance program.

13. Any violation of any provision of par. 9-13 of this Article shall be deemed a breach of the arrangements of the Contract in a gross manner in the meaning of the Article XVI par. 2 of the Contract.
14. Each of the Contracting parties hereby represents and warrants that none of its legal representatives is a Politically-Exposed Person who might, thanks to his/her function or mission, influence the position to be taken by him/herself or the End-Customer within the frame of the performance of this Contract Agreement. In case where, during the term of this Contract / Agreement, either Party would become aware of any circumstance likely to put into question this representation and warranty, it would have to promptly inform the other Party thereof.
15. In the meaning of the foregoing provision:

“Politically Exposed Person” (or “PEP”) means natural person who cumulatively fulfils the following two criteria:

- on the one hand, is a “Public Official” of a state-owned enterprise or of a political party, in the Customer’s / End-Customer’s country, who is currently exercising his/her functions;
- and on the other hand, this person, by virtue of his/her function or mission, is able to influence the Customer’s / End-Customer’s final decision regarding the award of a contract, or is able to influence the position to be taken by the Customer or the End-Customer within the frame of the performance of a contract.

“Public Official” means any natural person who cumulatively fulfils the following two criteria:

- on one hand, this person:
 - holds a legislative mandate or occupies an administrative, military or judicial position in the Customer’s / End-Customer’s country, whether by appointment or by election, on a permanent or temporary basis, with or without remuneration;
- and on the other hand, this person:
 - is or appears to be, by virtue of his/her function or mission (past or current), able to influence the Customer’s / End-Customer’s final decision regarding the award of a contract, or
 - is able to influence the position to be taken by the Customer or the End-Customer within the frame of the performance of a contract.”

8. **Actual annex No. 1 to the Agreement is replaced by Annex No. 1 to this Amendment No. 8 which is in English only.**
9. **Actual annex No. 4 to the Agreement is replaced by Annex No. 2 to this Amendment No. 8 which is in English only.**
10. **Actual annexes No. 2 and 5 to the Agreement are deleted. Actual annex No. 3 and 4 to the Agreement are marked as annexes No. 2 and 3 to the Agreement and Article XVIII in part of annexes is replaced by the following:**

Annexes:

- Annex No. 1 - Technical specification
- Annex No. 2 - Definition of normal use
- Annex No. 3 - XXX

II.

1. All other provisions in the Agreement or contractual obligations, that are not expressly affected or modified through this Amendment No. 8 shall remain unchanged and in full force and effect.
2. This Amendment No. 8 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. 8 of each language. In case of dispute or in the event of a conflict between the English and Czech versions of this Amendment No. 8, the English version of Amendment No. 8 shall prevail.
3. The Parties take notes that, the Amendment No. 8 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. 8 shall enter into force on the date of the signature by all Parties and effect by publishing Amendment No. 8 in the Register of Contracts.
5. By signing this Amendment No. 8, the Parties agree with its content.
6. The following Annexes form an integral part of this Amendment No. 8:

Annex No. 1 – Technical specification

Annex No. 2 – XXX

In Prague on

For Buyer:

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Tomáš Hebelka, MSc
General Director
STÁTNÍ TISKÁRNA CENIN, státní podnik

In Aarau on.....

For Seller:

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XXX
XXX
Thales DIS Schweiz AG

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XXX
XXX
Thales DIS Schweiz AG