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## **(Model) Compliance Contractual Clauses**

### **A. For a Natural Person (Employee)**

The Employee hereby expressly and sincerely declares that he or she has not committed and will not commit any unlawful or criminal act within the meaning of Act No. 40/2009 Coll., the Criminal Code, as amended, and Act No. 418/2011 Coll., on Criminal Liability of Legal Entities and on Proceedings Against Them, as amended (in particular by Act No. 183/2016 Coll.), and that he or she does not and will not participate in any criminal activity (even in the form of any so-called participation).

The Employee hereby undertakes to comply with all the law and internal regulations of the company state full name of the TTC Group company (hereinafter the "Employer") and to act in a manner which could not raise a justified suspicion of committing or perpetrating any unlawful or criminal act (including participation therein), not even any act which could be attributed to the Employer as a legal entity under Act No. 418/2011 Coll., on Criminal Liability of Legal Entities and on Proceedings Against Them, as amended (in particular by Act No. 183/2016 Coll.). Nonetheless, should any criminal offence be committed, the Employee shall carry out any and all necessary measures for preventing or averting the consequences of such a criminal offence.

The Employee further undertakes to carry out all measures necessary to prevent any form of corrupt practices on his or her part, in particular any conduct which could be perceived as accepting a bribe, bribery or indirect bribery or another criminal offence related to corruption under Act No. 40/2009 Coll., the Criminal Code, as amended. A bribe shall mean an unauthorized advantage consisting of a direct property benefit or another advantage received or to be received by the bribed person or by another with the consent of the bribed person, to which no legitimate claim exists.

For the purposes of preventing criminal liability of legal entities, the Employee hereby further expressly declares that prior to the signature of this Contract, the Employee was made fully acquainted with all internal regulations of the Employer, in particular with the Code of Conduct of the TTC Group, Anti-Corruption Program (Policy) of the TTC Group, Policy for Accepting and Providing Gifts and Similar Performances, Whistleblowing Policy, and other regulations which all together form the Criminal Compliance Program of the TTC Group (and the Employer). The Employee undertakes to comply with and fulfil the above requirements and regulations of the Employer for the entire duration of the labour law relationship.

In the case of any breach of obligations under this Article by the Employee, when the result of such breach may be criminal prosecution of the Employer, such conduct shall be considered a gross violation of work discipline by the Employee with all the sanctions arising from Act No. 262/2006 Coll., the Labour Code, as amended, and from Act No. 40/2009 Coll., the Criminal Code, as amended.

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## **B. For a Natural Person (Member of a Company Body)**

The member of *[insert company body]* hereby expressly and sincerely declares that he or she has not committed and will not commit any unlawful or criminal act within the meaning of Act No. 40/2009 Coll., the Criminal Code, as amended, and Act No. 418/2011 Coll., on Criminal Liability of Legal Entities and on Proceedings Against Them, as amended (in particular by Act No. 183/2016 Coll.), and that he or she does not and will not participate in any criminal activity (even in the form of so-called participation).

The member insert hereby undertakes to comply with all the law and internal regulations of the company *[state full name of the TTC Group company]* (hereinafter also the "Company") and to act in a manner which could not raise any justified suspicion of committing or perpetrating any unlawful or criminal act (including participation therein), not even any act which could be attributed to the Company as a legal entity under Act No. 418/2011 Coll., on Criminal Liability of Legal Entities and on Proceedings Against Them, as amended (in particular by Act No. 183/2016 Coll.). Nonetheless, should any criminal offence be committed, the member of *[insert]* shall take any and all necessary measures to prevent or advert the consequences of such a criminal offence.

The member of *[insert]* further undertakes to carry out all measures necessary to prevent any form of corrupt practices on his or her part, in particular any conduct which could be perceived as accepting a bribe, bribery or indirect bribery or another criminal offence related to corruption under Act No. 40/2009 Coll., the Criminal Code, as amended. A bribe shall mean an unauthorized advantage consisting of a direct property benefit or another advantage received or to be received by the bribed person or by another with the consent of the bribed person, to which no legitimate claim exists.

For the purposes of preventing criminal liability of legal entities, the member of *[insert]* hereby further expressly declares that prior to the signature of this Contract, the member was made fully acquainted with all internal regulations of the Company, in particular with the Code of Conduct of the TTC Group, Anti-Corruption Program (Policy) of the TTC Group, Policy for Accepting and Providing Gifts and Similar Performances, Whistleblowing Policy, and other regulations which all together form the Criminal Compliance Program of the TTC Group (and the Company).

The member of *[insert]* undertakes to comply with and fulfil the above requirements and regulations of the Company for the entire term of his or her office, and to demonstrably contribute to the fulfilment of the entire Criminal Compliance Program of the TTC Group (the Company) with respect to the subordinate departments and employees of the Company. The member of *[insert]* hereby further notes that with regard to his or her position, it is the member who shall endorse and apply the principles arising from the set Criminal Compliance Program of the TTC Group (the Company), enforce them and give instructions for their promotion and compliance.

In the case of any breach of obligations under this Article by the member of *[insert]*, when the result of such breach may be criminal prosecution of the Company, such conduct shall be considered a gross violation of due care as well as breach of the contract for the performance of office, and subsidiarily also of work discipline of the member of *[insert]* with all the sanctions arising from Act No. 90/2012 Coll., on Business Companies and Cooperatives (Business Corporations Act), Act No. 262/2006 Coll., the Labour Code, and Act No. 40/2009 Coll., the Criminal Code, all as amended. A breach of the above provisions may thus also fulfil the requirements for removal of the member of *[insert]* from office.

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### **C. For Persons Acting on Behalf of the TTC Group (Representatives/Business Partners)**

A Representative/Business Partner shall act in all activities for the company [*state full name of the TTC Group company*], (hereinafter the "Represented Party") in order to avert any violation of the law (in particular Act No. 40/2009 Coll., the Criminal Code, as amended), the ethics and professional principles of conduct embodied in the internal regulations of the Represented Party by the conduct of the Representative/Business Partner. The Representative/Business Partner hereby declares being acquainted with the Code of Conduct of the TTC Group, Anti-Corruption Program (Policy) of the TTC Group, Policy for Accepting and Providing Gifts and Similar Performances, Whistleblowing Policy, and other regulations which all together form the Criminal Compliance Program of the TTC Group (the Represented Party).

With regard to the above, the Representative/Business Partner hereby declares to have not committed and not to commit in the future any criminal activity or another form of unlawful activities, and undertakes to report any suspicions of unethical or unlawful (criminal) activity to the Represented Party, which shall mean any acts or conduct contrary to the generally binding legal regulations applicable in the CR and in the EU, or the internal regulations of the Represented Party, which could lead to criminal prosecution of the Represented Party as a legal entity under Act No. 418/2011 Coll., on Criminal Liability of Legal Entities and on Proceedings Against Them, as amended (in particular by Act No. 183/2016 Coll.), or otherwise harm the goodwill (reputation) of the Represented Party. The Representative/Business Partner shall further use all of the contacts and rules of the Represented Party, in case the Representative/Business Partner suspects that the conduct of employees of the Represented Party or other persons acting in the name of the Represented Party constitute such conduct, or that such conduct is being prepared.

The Represented Party shall immediately inform the Representative/Business Partner in writing on any changes to the regulations and rules relating to the Criminal Compliance Program of the TTC Group. Unless the Represented Party stated otherwise, the Representative/Business Partner shall comply with the updated regulations or rules relating to the Criminal Compliance Program of the TTC Group (the Represented Party) as of the date of their delivery or demonstrable presentation by the Represented Party, and the contracting parties need not execute an amendment to this Contract. The Representative/Business Partner shall further present these obligations to own employees or representatives.

In the case of any breach of obligations under this Article by the Representative/Business Partner, when the result of such breach may be criminal prosecution of the Represented Party, the Represented Party may terminate or withdraw from this Contract with the Representative/Business Partner with immediate effect, or apply any claims for compensation for damage or loss incurred by the Represented Party by such unlawful (criminal) activity.

### **D. For Contracts – Anti-Corruption Clause**

The Contracting Parties hereby mutually declare and undertake to carry out all needed and necessary measures so that they do not mutually commit and none of their employees or persons in a similar position commit any form of corrupt practices, in particular any conduct which could be perceived as accepting a bribe, bribery or indirect bribery or another criminal offence related to bribery under Sections 331 to 334 of Act No. 40/2009 Coll., the Criminal Code, as amended.

The Contracting Parties thus in particular undertake not to provide, offer or promise a bribe to another or for another in the connection with procuring matters of public interest or in relation to conducting own business or business of another. The Contracting Parties further undertake not to accept or have promised a bribe, whether for themselves or for another, for the purposes of procuring matters of public interest or in relation to conducting own business or business of another. According to the general definition, a bribe shall thus mean an advantage consisting of a direct or indirect benefit or advantage received or to be received by the bribed person or by another with the consent of the bribed person, without no apparent legitimate claim to such performance. In conclusion, the Contracting Parties undertake not to tolerate such conduct on the part of their contractual partners, employees or cooperating persons.

In the case of any breach of this so-called Compliance Anti-Corruption Clause by any Contracting Party, when the result of such breach may be criminal prosecution of the other Contracting Party, the affected Contracting Party may terminate or withdraw from this Contract with immediate effect, or apply towards the breaching Contracting Party all claims for compensation of damage and other loss incurred by such unlawful (criminal) activity.

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### **E. Universal Contractual – Criminal Law Clause**

The Provider (or also the “Representative/Business Partner”) hereby expressly and sincerely declares that the Provider has not committed and will not commit any unlawful or criminal act within the meaning of Act No. 40/2009 Coll., the Criminal Code, as amended, and Act No. 418/2011 Coll., on Criminal Liability of Legal Entities and on Proceedings Against Them, as amended (in particular by Act No. 183/2016 Coll.), and that the Provider does not and will not participate in any criminal activity.

The Provider thus undertakes to comply with all the law and internal company regulations of the TTC Group (hereinafter also the “Client”) within own activities of the Provider, and to act in a manner which could not raise any justified suspicion of committing or perpetrating any unlawful or criminal act (including any form of participation therein), not even any act which could be attributed to the Client as a legal entity under Act No. 418/2011 Coll., on Criminal Liability of Legal Entities and on Proceedings Against Them, as amended (in particular by Act No. 183/2016 Coll.). Nonetheless, should any criminal offence be committed, the Provider shall carry out any and all necessary measures for preventing or averting the consequences of such a criminal offence. In such a case, the Provider shall inform the Client thereof immediately.

The Provider further undertakes to carry out all measures in order to prevent any form of corrupt practices on the part of the Provider, in particular any conduct which could be perceived as accepting a bribe, bribery or indirect bribery or another criminal offence related to corruption under Act No. 40/2009 Coll., the Criminal Code, as amended. A bribe shall mean an unauthorized advantage consisting of a direct property benefit or another advantage received or to be received by the bribed person or by another with the consent of the bribed person, to which no legitimate claim exists.

For the purposes of preventing criminal liability of legal entities, the Provider hereby further declares that prior to the signature of this Contract, the Provider was made fully acquainted with all internal company regulations (rules and organizational measures) of the Client, in particular with the Code of Conduct of the TTC Group, Anti-Corruption Program (Policy) of the TTC Group, Policy for Accepting and Providing Gifts and Similar Performances, Whistleblowing Policy, and other regulations which all together form the Criminal Compliance Program of the TTC Group (the Client). The Provider undertakes to comply with and fulfil the above regulations and declarations for the entire term of the contractual relationship with the Client, also via its own employees and persons in a similar position.

In the case of any breach of this so-called Compliance Clause by the Provider, when the result of such breach may be criminal prosecution of the Client, the Client may terminate or withdraw from this Contract with the Provider with immediate effect, and apply towards the Provider all claims for compensation of damage or any other loss incurred by such unlawful (criminal) activity.