

Amendment No. 1

to the Insurance Contract No. 203001176 dated 30 September, 2019 for Insurance of a Medium and Long Term Export Supplier Credit Financed by a Bank against the Risk of Non Payment (hereinafter the „Amendment No. 1“)

Exportní garanční a pojišťovací společnost, a.s.

Registered office: Vodičkova 34/701, 111 21 Prague 1, Czech Republic

Registered number: 45279314

Tax ID number: CZ45279314

Entered in the Commercial Register maintained by the Municipal Court in Prague, file reference: B 1619

Bank details: Československá obchodní banka, a.s.

Account number: 6007-0166563583/0300

Representing persons:

[REDACTED]

(hereinafter the “**Insurer**”)

and

[REDACTED]

and

[REDACTED]

(the Insurer, Policyholder and Exporter are hereinafter referred to jointly as the “**Contracting Parties**” and individually as a “**Party**”)

1. Insurer, Policyholder and Exporter concluded on 30 September, 2019 Insurance Contract type Cf No. 203001176 for Insurance of a Medium and Long Term Export Supplier Credit Financed by a Bank against the Risk of Non Payment (hereinafter the “Insurance Contract”).
2. In accordance with the Article 9, paragraph 9.3. of the above mentioned Insurance Contract and based on the Policyholder’s application dated 2 April, 2020 Contracting parties have agreed on the following modifications of the Insurance Contract:

Article 2, paragraph 2.1. is reformulated as follows:

The Export Contract determines the provision of an export supplier credit [REDACTED]. The deliveries are realized based on the delivery parity [REDACTED]. A down payment of [REDACTED]. The export supplier credit is expected to be drawn in the time period until [REDACTED].

The documents that must prove origination of the Exporter’s receivable from the Importer under the Export Contract and proper fulfillment of the Exporter’s obligations under the Export Contract to the Importer are invoice, transport documents, packing list and acknowledgment of the debt. The insured declares that it accepts these documents.

Article 5, paragraph 5.1. is reformulated as follows:

5.1. The Policyholder undertakes to pay the Insurer an insurance premium, under the conditions that are stipulated in the Insurance Contract and the GIC Cf. An insurance rate of [REDACTED] applies to the insurance in accordance with Article 3 of the Insurance Contract.

Article 5, paragraph 5.2. is reformulated as follows:

5.2. The total amount of the insurance premium is [REDACTED]

[REDACTED]
The fee for drafting the Insurance Contract [REDACTED] (hereinafter the “**Fee for Drafting**”).

3. Other provisions of this Insurance Contract remain unchanged.
4. The Contracting Parties take note that the Insurer, as a legal entity in which the government owns a majority, is subject to Act No. 340/2015 Coll., on special conditions for the effectiveness of some contracts, the publication of such contracts in the contracts register (the Act on Contracts Register), and agrees to the publication of the Amendment No. 1 to the Insurance Contract in the contracts register, where such publication does not represent a breach of the duty of confidentiality. The Contracting Parties agree that the publication of the Amendment No. 1 in the contracts register will be arranged by the Insurer.
5. The Policyholder and the Exporter declare that the Insurance Contract does not contain any facts that would be trade secrets in accordance with Section 504 of Act No. 89/2012 Coll., the Civil Code.

In accordance with the insurance conditions modification according to the Amendment No. 1, the Policyholder is obliged to pay the Insurance Premium Supplement in amount [REDACTED] This Insurance Premium Supplement is payable [REDACTED]

6. This Amendment No. 1 becomes valid on the day it is signed by the Contracting Parties and becomes effective on the day of payment of the Insurance Premium Supplement to the Insurer’s account in accordance with Article 6 of this Amendment No. 1, although no earlier than on the day of publication the Amendment No. 1 in the contracts register.
7. This Amendment No. 1 was drafted in three counterparts, of which each Contracting Party will receive one. This Amendment No. 1 is executed in the Czech and English languages whereas the Czech version is legally binding regardless of any translation thereof, which may be acquired for any purpose.

In Prague, on 1. 7. 2020

Policyholder

Insurer

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**Exportní garanční a pojišťovací
společnost, a.s.**

Exporter

[Redacted]

[Redacted]

[Redacted]