

## Amendment No. 1 to the Insurance Contract No. 107011799 for Insurance of an export buyer credit against the risk of non-payment, concluded between Exportní garanční a pojišťovací společnost, a.s., UniCredit Bank Czech Republic and Slovakia, a.s. and COMMERZBANK Aktiengesellschaft on 18 December 2023 (hereinafter the "Amendment No. 1")

one-time

#### Insurer:

Business name:	Exportní garanční a pojišťovací společnost, a.s.
Registered office:	Vodičkova 34/701, 111 21 Praha 1, Czech Republic
Reg. No. (IČO):	45279314
Tax ID:	CZ45279314
Registered in the Commercial Register maintained by the Municipal Court in Prague, File No. B 1619	
Bank details:	Česká národní banka (Czech National Bank)
Account number:	2103011/0710
Represented by:	Ing. David Havlíček, PhD, CFA, Chairman of the Board of Directors
	JUDr. Ing. Marek Dlouhý, Vice Chairman of the Board of Directors
(the "Insurer")	

and

# Policyholder 1 / the Insured 1



Policyholder 2 / the Insured 2:



(the Insurer, Insured 1 and Insured 2, also collectively referred to as the "**Parties**" and individually as the "**Party**")



2. In accordance with the Article 9, paragraph 9.6. of the Insurance Contract and based on the Policyholder's application dated 12 February, 2024 the Parties have agreed on the following modifications of the Insurance Contract:

## Article 3, paragraph 3.2 is reformulated as follows:





The Credit Contract defines that subject to the terms and conditions set out in the Credit Contract, the Insureds will be involved in financing Credit Tranche A under the Credit Contract with the following minimum amounts:

# The funds from Credit Tranche A will be released to the Exporter's free disposal based

. The rules for drawing down Credit Tranche A and releasing the funds from the draw-down of Credit Tranche A to the Exporter's free disposal are specified in clauses 5.4, 5.5 and 5.6 of the Insurance Contract.

- 3. Other provisions of this Insurance Contract remain unchanged.
- 4. The Insureds acknowledge that the Insurer, as a legal entity with a majority property interest held by the state, is governed by Act No. 340/2015 Sb. /Collection of Laws of the Czech Republic/, on Special Effectiveness Conditions of Specific Contracts, Disclosure of Such Contracts, and on the Register of Contracts (Act on the Register of Contracts), and agree that the concluded Amendment No. 1 to the Insurance Contract shall be publicized in the Register of Contracts, and such a disclosure does not represent a breach of the Insurer's non-disclosure obligation. The Parties agree that the publication of the Amendment No. 1 to the Insurance Contract in the Register of Contracts shall be ensured by the Insurer.
- 5. The Insureds declare that the identification of Insureds and information referred to in paragraph 1, 2, 6 and 7 this Amendment No. 1 to the Insurance Contract constitutes their business secret within the meaning of Section 504 of Act No. 89/2012 Sb., and request that the Insurer makes them illegible. The Insureds also acknowledge and agree that regardless of the above, the Insurance Contract's metadata must always contain the Parties' identification, definition of the subject matter of the contract, the price, and if the contract does not include the price, then the value of the subject matter of the contract, if it can be determined, and the date of conclusion of the subject matter of the constitute the Insurer's trade secret. The foregoing does not affect the Insurance Contract's provisions on disclosing information.
- 6. In accordance with the Article 9, Paragraph 9.6 of the Insurance Contract the Insured 1 is obliged to pay the Insurer a fee in the amount of CZK
  ) for the execution of the Amendment No. 1 to the Insurance Contract. This fee is payable as a lump-sum within fifteen days from the date of the invoice is issued by the Insurer.

- 7. This Amendment No. 1 becomes valid on the day it is signed by the Parties and becomes effective on the day of payment the fee for the execution of the Amendment No.1 in the amount of to the Insurer's account, but no earlier than on the day of publication the Amendment No. 1 in the Register of Contracts.
- 8. This Amendment No. 1 was drafted in three counterparts with the validity of the original, of which each Party will receive one.

IN WITNESS OF THE FACT that the Parties agree with the content of this Amendment No. 1 to the Insurance Contract, that they understand its wording and undertake to perform hereunder, the Parties affix their signatures and declare that this Amendment No. 1 to the Insurance Contract was concluded in accordance with their free and serious will, free of duress, including without limitation financial duress.

In Prague, on 27.3.2024

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

Name: **Ing. David Havlíček, Ph.D., CFA** Title: Chairman of the Board of Directors Name: JUDr. Ing. Marek Dlouhý

Title: Vice Chairman of the Board of Directors

Policyholder 1 / the Insured 1:



Pojistník 2 / Pojištěný 2:



