## Agreement

# **Governing Reciprocal Reinsurance Agreements**

This Agreement is made on 21 September 2001 between

<b>EXPORT GUARANTEE AND INSURANCE CORPORATION</b> , Prague, Czech Republic, acting on the basis of the Act No. 58/1995 Coll. on insuring and financing of export with state support, as amended (hereinafter called EGAP),
and

### ARTICLE I – PURPOSE OF THE AGREEMENT

1.	EGAP and in a case where:
	a) companies located in the Czech Republic and in have entered into export contracts ("Supply Contracts") for the Supply of Goods and/or Services to a buyer established in a country other than the Czech Republic and ("the Buyer");

- b) a supplier and/or bank has requested that credit insurance facilities be provided by one Credit Insurer for the financing of all the said Goods and/or Services; and
- c) a Credit Insurer is prepared to cover the Supply Contracts and/or the related loan agreements provided that the other Credit Insurer reinsures the Supply Contract and/or he related loan agreements relating to Goods and/or Services supplied from the country of that other Credit Insurer; and
- d) support for such export contract is being provided on terms which conform with the OECD Arrangement on Guidelines for Officially Supported Export Credits.
- 2. It is agreed that the final decision on the provision of reinsurance in respect of any particular contract will be taken on a case by case basis.
- 3. For the sake of clarification, it is not intended that this Agreement should be utilised where the Insurer is providing insurance in respect of a supply contract where the main contractor has an "if and when" relationship with its sub-contractor(s) in the country of the Reinsurer.

#### **ARTICLE II – DEFINITIONS**

For the purpose of this Agreement the following expressions shall have the following meanings:

Business Day means a day when both of the Credit Insurers are open for

business.

**Commitment Confirmation** 

Form

means a form as set out in Appendix F or such other form as

may be agreed between the parties.

Credit Insurers means EGAP and , and , Credit Insurer means either of

the same.

Final Proposal Form means a form as set out in Appendix D or such other form as

may be agreed between the parties.

Final Response Form means a form as set out in Appendix E or such other form as

may be agreed between the parties.

Goods and/or Services means the goods and/or services sourced from the Czech

Republic or and also the foreign and local goods and/or

services which are covered under the Policy.

Guarantee Issued Form means a form as set out in Appendix G or such other form as

may be agreed between the parties.

Insurer means that Credit Insurer which both parties agree will provide

the Policy.

**Policy** means an insurance policy or guarantee issued by the Insurer, a

portion of which is reinsured with the Reinsurer and is described

in Article III.

Preliminary Proposal Form means a form as set out in Appendix B or such other form as

may be agreed between the parties.

**Preliminary Response Form** means a form as set out in Appendix C or such other form as

may be agreed between the parties.

**Reinsurance Percentage** means the value of the Goods and/or Services insured in relation

to the country of the Reinsurer as a percentage of the aggregate value of the Goods and/or Services insured in the manner set

out in Appendix A.

**Reinsurer** means the Credit Insurer providing reinsurance to the Insurer in

respect of a particular transaction.

a) Where the context of this Agreement so allows words importing the singular include the plural and vice versa.

and vice versa.

b) Article headings are for ease of reference only and do not form part of this Agreement.

#### ARTICLE III - FACILITIES TO WHICH THIS AGREEMENT APPLIES

The facilities provided by EGAP and to which this Agreement applies are set out in Annexes 1 and 2 to this Agreement respectively. Either Credit Insurer will notify the other when amending any of its facilities, and the relevant Annex shall be amended accordingly.

### ARTICLE IV - APPROVAL PROCEDURE

The procedures for operating this Agreement are regulated in Annex 3. The procedures can be changed at any time by written consent of both parties.

#### ARTICLE V - DETERMINATION OF THE INSURER

As a general rule it is the intention of both parties that whichever country has the larger share of the proposed contract, that country's ECA will normally be the Insurer. However, where the Main Contractor has the minority share it may be appropriate for the Insurer to be that of the country of the Main Contractor. Both parties also agree that there may be other possibilities for determining the Insurer and either party may propose who should be the Insurer in any particular case, giving the appropriate reasons.

Both parties agree that they will seek to determine the Insurer in an amicable manner.

#### ARTICLE VI – ORIGIN OF THE GOODS

Regarding Goods and/or Services sourced from the Reinsurer's country, the parties confirm that said Goods/Services are expected to originate from the Reinsurer's country. If the Insurer – in any specific trasaction – has reason to doubt that this is the case, the Insurer will – as far as possible – investigate the origin, and the Insurer will immediately inform the Reinsurer of this suspicion and the result of his findings.

### ARTICLE VII – OBLIGATIONS OF THE REINSURER

- 1. The Reinsurer agrees to reinsure to the extent of the relevant Reinsurance Percentage the Policy issued by the Insurer in the terms described in an accepted Final Proposal Form as defined in Appendix D.
- 2. The Reinsurer, relying on the information provided by the Insurer in Annex 1 or 2 of this Agreement, as the case may be, and the Preliminary Proposal Form and Final Proposal Form (as defined in Appendix B & D), agrees to the text of the Insurer's documents without reservation.
- 3. The Reinsurer agrees to pay to the Insurer a sum equal to that proportion of any claim paid by the Insurer on the relevant Policy which the Reinsurance Percentage bears to the value of that Policy. The Reinsurer undertakes to meet his payment obligation within 30 Business Days of the dat on which the Insurer gives notice that he has paid a claim. If the Reinsurer cannot meet the request, he will notify the Insurer as soon as possible (and in any event at least 5 Business Days before the date specified by the Insurer) and undertakes to make such payment within 30 Business Days following the specified date.

- 4. The Reinsurer is not obliged to offer a higher percentage of cover than mentioned in Annexes 1 or 2.
- The Reinsurer undertakes to consult the Insurer about any problem of which he becomes aware and which may affect performance of the Supply Contract or related loan agreements.
- 6. If any refund of premium is made to the insured by the Insurer in accordance with the general terms and conditions applicable to the reinsured policy, the Reinsurer agrees to pay to the Insurer on demand an equivalent amount of the premium collected (including the retained premium ad administrative cost) in the event that the cuase for the refund of premium also becomes relevant for the reinsured portion. A refund of premium has, for instance, to be made as a consequence of a reduction of the covered amounts or of the risk period.

## ARTICLE VIII - OBLIGATIONS OF THE INSURER



- The Insurer agrees to notify the Reinsurer of, and immediately to consult with the Reinsurer about, any amendment to the clauses, terms, scope or nature of the export credit transaction or of the contractual arrangements relating thereto which could affect the nature of the risks covered by the Policy.
- 2. The Insurer agrees to consult the Reinsurer before deciding as sole judge in the last resort what preventive measures to take or what instructions to give to his insured party if an event has occurred which may affect the nature and/or size of the risks covered or lead to a loss.
- 3. The Insurer agrees to pay to the Reinsurer the Reinsurance Percentage of any recovery made and retained by the Insurer after payment of a claim within 30 Business Days of the date on which the Insurer makes such recovery.
- 4. The Insurer agrees to supply to the Reinsurer on demand copies of all the documents in his possession relating to the transaction.

#### ARTICLE IX - CHANGES IN SOURCING

If, after the Reinsurer has accepted the Final Proposal Form, the sourcing of the Goods and/or Services to be supplied under the Supply Contract in changed the Insurer shall inform the Reinsurer and either party may seek to adjust the Reinsurance Percentage.

Where so agreed, an appropriate adjustment will be made of the sums owed reciprocally by the Insurer and the Reinsurer by way of premiums, claims and shares in the costs involved in obtaining recoveries or in reducing or avoiding loss.

#### ARTICLE X - THIRD COUNTRY PARTS

As a general rule it is the intention of both parties that where foreign and/or local Goods and/or Services are coveres under the Policy, the Reinsurance Percentage will normally be calculated in the manner set out in Appendix A.

However, where such Goods and/or Services solely relate either to the Czech portion or to the portion then either party may propose calculating the Reinsurance Percentage on a different basis.

#### ARTICLE XI - RECOVERY AND DISPUTE EXPENSES

The Insurer shall consult with the Reinsurer before engaging recovery expenses of a total exceeding 5% of the contract value. The Reinsurer agrees to pay to the Insurer a Reinsurance Percentage of any recovery or dispute expenses incurred by the Insurer according to his policies within 30 Business Days following the date on which it is advised that the Insurer has incurred such expenses.

### **ARTICLE XII - DEBT RESCHEDULING**

- 1. In the event of a request for debt rescheduling from the buyer's/borrower's country, the Insurer and Reinsurer shall consult as to how to resolve any problems that may arise by such a request. However, the final decision will be taken by the Insurer.
- 2. If the Policy forms part of a rescheduling agreement, the Insurer shall consult the Reinsurer if he wishes to sell or write off any of the debt relating to the Policy, and may at the Reinsurer's request consider the assignment of the reinsured portion of the debt to which the Policy relates.

## **ARTICLE XIII - CURRENCY**

Unless otherwise agreed all the payments to be made by virtue of this Agreement will be made in the currency used by the Insurer for the transaction or the equivalent amount in EURO at the exchange rate of the European Central Bank prevailing at the day the underlying obligation of the Policy (e.g. premium payment, indemnification payment) had been met.

In case of a Policy issued by \_\_\_\_\_, the currency is always \_\_\_\_/EURO. In case of a Policy issued by EGAP, the currency is always Czech Crowns.

## ARTICLE XIV - LAW AND ARBITRATION

- 1. In relation to the transactions to which it applies this Agreement shall in each case be governed by the law of the country of the Insurer.
- 2. The parties hereto will use their best endeavours to resolve by consultation between them any dispute arising from this Agreement.
- Any dispute not so resolved will be settled in accordance with the rules of consultation and arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with thoe rules.
- 4. The place of the arbitration will be Paris, the headquarters of the International Chamber of Commerce.

#### ARTICLE XV - WITHDRAWAL AND REVIEW

Either of the parties hereto will have the right to withdraw from this Agreement by notifying its withdrawal to the other in writing. Such a withdrawal will not affect any commitments assumed prior to such notification. At any time either party may seek a review of procedures under this Agreement.

#### ARTICLE XVI - OFFICIAL LANGUAGE

This Agreeement is drawn up in two languages, in and English. Each text is of equal authority and may be used for its interpretation. The working language is English. Therefore, all Annexes and Appendices will be written in English only. The Agreement has been issued in two originals per language, one for each party.

Date: 21. 9. 2001		Date: 21. 9. 2001
EGAP		
(Pavol Parízek)	(Karel Šimsa)	

FACILITY	PERCENTAGE OF COVER	RISK COVERED	INSURED	CLAIMS WAITING PERIOD	COMMENTS
Product "C" Supplier Credit Insurance	90% for Commercial risk 90% for Political risk	Percentage of cover is the same for political and commercial risk. This policy covers nonpayment of a loan extended by the exporter to a foreign buyer caused by policial and/or commercial risks. Political risks are: war, civil war, revolution, uprising, civil unrest, natural disasters etc., inability to transfer the payment as a result of acts of the government of the Debtor's country or any other third country. Commercial risk is the risk of insolvency or protracted default of the private debtor.	Exporter	180 days	Cover in Czech crowns, supplementary insurance against exchange rate risk is possible so the claim is paid at the rate valid at the date of the payment.  The cover applies to the contractual credit amount, including interest stipulated in the credit contract and interest during the waiting period.

FACILITY	PERCENTAGE OF COVER	RISK COVERED	INSURED	CLAIMS WAITING PERIOD	COMMENTS
Product "D" Buyer Credit Insurance	95% for Commercial risk 95% for Political risk	Percentage of cover is the same for political and commercial risk. This policy covers nonpayment of a loan extended by a bank to a foreign buyer caused by political and/or commercial risks.  Political risks are: war, civil war, revolution,	Financing Bank	180 days	Cover in Czech crowns, supplementary insurance against exchange-rate risk is possible so the claim is paid at the rate valid at the date of the indemnification payment.  The cover applies to the contractual
		uprising, civil unrest, natural disasters, etc., inability to transfer the payment as a result of acts of the government of the Debtor's country or any other third country.  Commercial risk is the risk of insolvency or protracter default of the private debtor.			credit amount including interest stipulated in the credit contract, banking charges and interest in the waiting period.
Product "V" Insurance against the Risk of Losses from Inability of Exporter to Meet Obligations Resulting from an Export Contract (Pre-Shipment Production Insurance)	85% for Commercial risk 85% for Political risk	Percentage of cover is the same for political and commercial risk. This policy covers general inability of the Importer to pay his due obligations and breach of the Export Contract from the side of the Importer.  Political risks are: war, civil war, revolution, uprising, civil unrest, natural disasters, etc., inability to transfer the payment as a result of acts of the government of the Debtor's country or any other third country.  Commercial risk is the risk of insolvency or protracter default of the private debtor.	Exporter	180 days	Cover in Czech crowns.

# **GENERAL OVERVIEW OF EGAP'S INSURANCE FACILITIES**

# **ANNEX 1**

FACILITY	PERCENTAGE OF COVER	RISK COVERED	INSURED	CLAIMS WAITING PERIOD	COMMENTS
Product "Z" Insurance of a Bank Guarantee Issued in Connection with Conditions for a Czech Exporter for Winning a New Contract of for Meeting the Contract Obligations (Insurance of Export Contract Related Bonds) Unfair calling of bid bonds, advance payment bonds and performance bonds	95% for Commercial risk  95% for Political risk	This policy covers the fair and unfair calling of bid bonds, advance payment bonds and performance bonds issued by the banks.	Banks	90 days for unfair calling of the bonds, 30 days for fair calling in case the bankruptcy proceedings were initiated by the Czech exporter, in all other cases of fair calling 90 days	Cover in Czech crowns





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ANNEX 2

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#### AGREED PROTOCOL ON PROCEDURE

**ANNEX 3** 

#### Section 1 Background

EGAP and have concluded an Agreement Governing Reinsurance Obligations. This Protocol handles procedural matters relating to the said Agreement and forms an integral part of the Agreement.

### Section 2 Definitions

Any expression defined in Article 2 of the Agreement shall have the same meaning when used in this ANNEX.

## Section 3 Application

- a) As soon as one of the Credit Insurers has received an application to which the Agreement may apply he shall make a request to the other Credit Insurer by completing a Preliminary Proposal Form and sending the same to that other Credit Insurer.
- b) Upon receiving a Preliminary Proposal Form the recipient Credit Insurer shall respond thereto by completing and returning to the other Credit Insurer a Preliminary Response Form, within 10 Business Days following receipt of the Preliminary Proposal Form. When the Reinsurer has reason to differ from the Insurer's proposals, discussions will be held in a positive atmosphere as regards the right of the Reinsurer to charge a higher premium or impose other conditions.

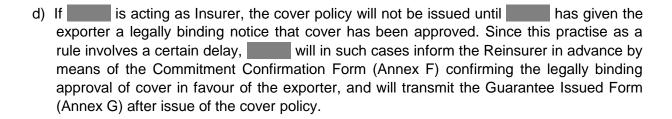
### Section 4 Completion of the Arrangements

- a) When a Credit Insurer wishes to complete such export credit arrangements subject to the terms of this Agreement he shall complete and deliver to the other Credit Insurer a Final Proposal Form.
- b) Upon receiving a Final Proposal Form the recipient Credit Insurer shall accept or reject the same by completing and returning to the other Credit Insurer the appropriate Final Response Form, within 30 Business Days following receipt of the Final Proposal Form.

If	agrees	to	provide	reinsurance	cover	by	issuing	the	Final	Respo	nse	Form,	а
registratio	n by the	•					wil	l be	require	ed for I	legal	reaso	ns
to make it	effective	e.											

unde	rtakes to	arrange	for su	uch r	egistrati	on.	The	docume	nt ex	ecuted	by	the
		will	be de	posite	ed with		un	til the ris	ks re	sulting 1	from	the
acceptance t	o provide	e reinsura	nce co	ver h	nas expi	red c	or –	in the e	vent	of a los	ss –	the
claim arising	under the	e reinsurar	nce ha	s bee	n fully s	ettled	d. Th	ereafter	the do	ocumer	nt will	l be
returned to th	ie				. Durir	ng the	e per	iod of de	eposit	EGAP	sha	ll at
any time be e	ntitled to	request h	andove	er or i	inspection	on of	the o	documer	nt.			

c) After issue of the cover policy, the Insurer shall, as soon as possible, give written confirmation to the Reinsurer by means of the Guarantee Issued Form (Annex G) that he has entered into a firm commitment.



## Section 5 Premiums

### Section 6 Notification of non-payment

The Insurer shall notify the Reinsurer without delay when he has been informed that a debtor has failed to effect payment for a debt covered by the Policy.

### Section 7 Indemnification

For the puprose of this section, the Insurer shall supply the Reinsurer with the following information:

- appropriate reference numbers
- the due date and the total amount overdue
- the total claim to be paid by the Insurer
- the Reinsurer's part of the claim paid by the Insurer
- the reason for indemnification (political or commercial event)
- the date of payment of indemnification

The Reinsurer agrees to pay to the Insurer a proportion of the claim to be paid or paid in accordance with Article VII.3 of the Agreement.

## Section 8 Recovery

As soon as possible, in any case not later than 30 Business Days after a recovery has been received, the Insurer shall pay to the Reinsurer his proportionate share of the recovery – net of the Reinsurer's part of recovery expenses.

The Insurer shall supply the Reinsurer with the following information:

- appropriate reference numbers
- the total amount recovered by the Insurer
- the recovery expenses paid by the Insurer
- the Reinsurer's share to the net recovery
- the date of recovery
- applied interest rates
- number of interest days
- exchange rates (if applicable)

# Section 9 End of Obligations

The Insurer shall inform the Reinsurer when his obligations under the Policy have ended.

# Section 10 Concluding Provisions

This Agreed Protocol on Procedure has been issued in two originals in the English language, one for each party.

# **APPENDIX A**

# **EXAMPLES OF CALCULATION OF REINSURANCE PERCENTAGE**





# PRELIMINARY PROPOSAL FORM

FROM:
TO:
We refer to the Agreement between us dated
We hereby propose that the following transaction in considered for reinsurance:
Our Reference number:
Exporter from this country:
Exporter from your country:
Theid Contractual Relationship:
Project:
Buyer:
Borrower:
Guarantor/Security Package:
Contract value:
Breakdown of supplies:
Risk period
<ul><li>manufacturing risk</li><li>credit risk (repayment period)</li></ul>
Repayment Terms:
Any unusual Features of Case:
Type(s) of Cover to be Given:
Loan Amount:
Lender(s):
Estimated Maximum Indemnification:
Estimated Reinsured Percentage (show calculation):
Premium Rate:
Special Conditions:
Comments:
Signed
For
Dated

**APPENDIX C** 

\*DELETE IF INAPPLICABLE

# **APPENDIX D**

# **FINAL PROPOSAL FORM**

FROM:
TO:
We refer to the Agreement between us dated and the Preliminary Proposal Form dated
Our Reference No.:
We hereby propose that the following transaction be reinsured by you on the following terms:
Exporter from this country:
Exporter from your country:
Their contractual relationship:
Project:
Buyer:
Borrower:
Guarantor/Security Package:
Contract Value:
Loan Value:
Breakdown of supplies:
Risk period:
<ul> <li>manufacturing risk</li> <li>credit risk (repayment period)</li> </ul>
Repayment Terms:
Any unusual Features of Case:
Types of Cover to be given:
Loan Amount:
Lender(s):
Overall Insured Amount in Principal:
Maximum Indemnification:
Value of Goods and/or Services in relation to country of the Reinsurer, in proportion to the value of all Goods and/or Services provided:
Percentage of cover given by the Insurer:
Reinsurance Percentage (show calculation):
Special Conditions:

Amount of F	remium	Payable
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- to be allocated to Insurer:
- to be allocated to Reinsurer:



Date on which the commitment of the Insurer towards the applicant will expire:

Comments:	
Signed	
For	
Dated	

# **FINAL RESPONSE FORM**

FROM:
TO:
We refer to the Agreement between us dated and the Final Proposal Form dated
Your Reference No.: Our Reference No.:
(*) We hereby accept the proposal you have made and will provide the reinsurance you require on the terms set out in the Agreement dated
(*) We cannot accept your proposal to provide reinsurance.
[Comments]
Signed
For
Dated

\*DELETE IF INAPPLICABLE

# **APPENDIX F**

# **COMMITMENT CONFIRMATION FORM**

FROM:
TO:
We refer to the Agreement between us dated and your Final Response Form dated
Our Reference No.:
This is to inform you that cover was approved for the business underlying the aforementioned Final Response Form and a legally binding commitment was made in favour on
The corresponding Guarantee Issued Form will be sent to you as soon as possible.
Signed
For Dated

# **APPENDIX G**

# **GUARANTEE ISSUED FORM**

FROM:						
TO:						
We refer to the Agreement between us dated						
Our Reference No.: Your Reference No.:						
This is to inform you that a policy was issued on  The value of the cover given is						
The Reinsured Percentage is						
A The toal premium payagle is  B The Amount Payable to the Insurer is  C The Amount Payable to the Reinsurer is						
The Premium Percentage is C =						
Premium will be paid to us as follows:						
Due Date	Amount Percentage	Premium to Reinsurer	Amount Payable			
We will ensure that you are paid within 30 Business Days of receipt.						
[Any other comments]						
Dated						