

**AMENDMENT No. 5
TO THE GENERAL AGREEMENT**

**Buyer's Registration No. 6/2014/PP
Seller's Registration No. 20140414TAC1
(hereinafter referred to as the "Amendment No. 5")**

I.

In accordance with the Article XVIII. paragraph 3 of the General Agreement No. 6/2014/PP concluded on 16st April 2014 and its subsequent amendments (hereinafter referred to as the "**Contract**") the Contracting parties have agreed upon the following changes to the agreement:

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 VII „TRANSPORT“ is replaced in paragraph 1 by the following:

"1. xxx"

3. Article VII "TRANSPORT" is replaced in paragraph 4 by the following:

"4 The Seller will announce to the Buyer, in a demonstrable manner, at least 5 (five) business days before the dispatching of the subject of fulfilment from the plant, the name of the carrier, flight number and the exact date of arrival to the agreed destination point of delivery.

The contact persons of the Buyer are:

xxx

tel: xxx
e-mail: xxx

xxx

tel: +xxx
e-mail: xxx.

4. 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".

5. **Actual annexes no 2, 3 and 7 are deleted. Present annex no 4, 5, 6 and 8 is marked as annexes no 2, 3, 4 and 5 and Article XVIII in part of annexes is replaced by the following:**

Annexes:

- Annex No. 1 – Public technical specifications — EAC and SAC
- Annex No. 2 – Chip life cycle management concept – EAC and SAC
- Annex No. 3 – Definition of normal use
- Annex No. 4 – Procedure for the taking over of datapages – AQL test
- Annex No. 5 – The difference between the quality of STC and the standard quality

6. **Documents referred in paragraphs 1, 2 and 4 of this Amendment No. 5, which contain secret facts regarding (i) some specific, secret technical specifications, (ii) the transportation procedure for the e-passports datapages and (iii) description of the key ceremony, must be mutually accepted by the Parties in order for their content to form part of the contract.**

II.

1. All other provisions in the Agreement (including Amendment 1, Amendment 2, Amendment 3 and Amendment 4) which are not changed, amended or modified through this Amendment No 5 shall remain unchanged and in full force and effect.
2. This Amendment No. 5 is drafted and executed in the English and Czech languages, always in two (2) copies with the validity of the original from which the Buyer will receive one (1) copy of each and the Seller will receive one (1) copy. In case of dispute and in case of conflict between both languages, the English version will prevail.
3. The Seller takes notes, this Amendment will be, by course of Czech law 340/2015, on the special conditions for the effectiveness of certain contracts, the publication of such contracts, and the Register of Treaties (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. 5 shall enter into force on the date of its signature by both Contracting Parties and on the date of its publication in the Register of Contracts which shall be communicated by the buyer to the seller immediately after the publication.

In Aarau on.....

In Prague on.....

On behalf of the Seller:

On behalf of the Buyer:

Gemalto AG

STÁTNÍ TISKÁRNA CENIN, státní podnik