

AMENDMENT No. 8 TO PURCHASE AGREEMENT

Buyer's Registration No. 176/2011/HM
(hereinafter referred to as the "Amendment No. 8")

I.

In accordance with the Article XV. paragraph 3 of the Purchase Agreement No. 176/2011/HM concluded on 15th November 2011 as amended from time to time (hereinafter referred to as the "Agreement") the Parties have agreed upon the following changes to the Agreement:

1. Article VI. "DELIVERY AND TRANSPORT" is replaced in paragraph 3 by the following:

"3. The contact persons of the Buyer are:

- xxx
 - tel: xxx
 - e-mail: [xxx](#)

- xxx
 - tel: +xxx
 - e-mail: [xxx](#)

- xxx
 - tel: xxx
 - e-mail: xxx

2. In Article VII. "WARRANTY" paragraph 4 is replaced by the following:

"4. The warranty in respect of the warranty period shall apply only in case the quantity of the Chips, which are confirmed to be defective upon the performance of the counter analysis by the Seller, xxx. Period for warranty resolution is 45 calendar days. The period starts at the day on notification of the Chip defectiveness by the Buyer. The claims of the defects will be solved upon a mutual agreement of the Contracting Parties."

3. Article VII. "WARRANTY" is replaced in paragraph 5 by the following:

a. No change from Amendment 7 to first section of paragraph 5 as reproduced below:

"5. In case that defective Chips have been found first after producing of an electronic identification cards with Chip (further referred as eID card), and such defectiveness is confirmed upon the performance of a counter-analysis by the Seller which proves that the Chips are defective due to a material default which is of GEMALTO's exclusive responsibility, one of the following procedure shall be undertaken:

- a) if the eID card was not personalized at the time of the defect detection, the Seller rectifies defect according to the paragraph no. 3 of this Article and reimburse xxx
- b) if the eID card was personalized at the time of the defect detection, the Seller rectifies defect according to the paragraph no. 3 of this Article and reimburse xxx.

b. The second section of paragraph 5 shall be modified as below

The warranty claims according to this paragraph shall be summarized after processing partial delivery by the Buyer upon a written notification from the Buyer. This notification shall be sent no later than 6 months after the date of the respective partial delivery. Period for this type of warranty resolution is 45 business days. The period starts from the date of on notification of the Chip defectiveness by the Buyer. Furthermore, the Seller shall be allowed to analyze this kind of defective subject of fulfilment. In case that such defectiveness has been found upon the card personalization (as per point b of this paragraph), the analysis has to be undertaken in the Buyer's facilities, due to presence of personal data on the eID card. Non-personalized eID cards may be sent to the Seller for subsequent analysis upon a mutual agreement of the Contracting Parties. These cards will be impaired and the chip must not be damaged.”.

II.

1. All other provisions in the Agreement (including without limitation as amended by the parties from time to time) not changed, amended or modified through this Amendment No. 8 shall remain unchanged and in full force and effect.
2. This Amendment No. 8 is drafted and executed in the English and Czech languages, always in three (3) copies with the validity of the original from which the Buyer will receive two (2) copies of each and the Seller will receive one (1) copy. In case of dispute (Article XI. Agreement) 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. 8 shall enter into force on the date of the signature by both Parties and effect on the date of its publication in the Register of Contracts.
5. By signing this Amendment No. 8 the Parties agree to all of the terms stated above.

In Prague on.....

In Meudon on.....

For Buyer:

For Seller:

Tomáš Hebelka, MSc
General Director
STÁTNÍ TISKÁRNA CENIN, státní podnik

Frédéric Trojani
Executive Vice President, Government
Gernalto SA