

AGREEMENT

GOVERNING RECIPROCAL REINSURANCE OBLIGATIONS

This Agreement is made on [REDACTED] between:

- Export Guarantee and Insurance Corporation, Vodickova 34, 110 00 Prague 1, Czech Republic (hereinafter called EGAP), and

- [REDACTED]
[REDACTED]
[REDACTED]

ARTICLE I - PURPOSE OF THE AGREEMENT

- 1) This Agreement has, as its purpose, the governing of the reciprocal arrangements between EGAP and [REDACTED] (hereinafter referred to as “Parties” or Credit Insurers) in a case where:
 - a) companies located in the Czech Republic and in [REDACTED] have entered into export contracts (“Supply Contracts”) for the Supply of Goods and Services to a buyer established in a country other than the Czech Republic and [REDACTED] (“the Buyer”);
 - b) a supplier and/or bank has requested that credit insurance facilities be provided by a Credit Insurer for the financing of all of the said Goods and Services;
 - 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 the related loan agreements relating to Goods and Services supplied from the country of that other Credit Insurer;
 - (d) support for such a Supply Contract and/or the related loan agreement is being provided on terms which are in accordance with the OECD Arrangement on Officially Supported Export Credits, the OECD Recommendation on Bribery and Officially Supported Export Credits, the Recommendation of the Council on Common Approaches for Officially Supported Export Credits and Environmental and Social Due Diligence, the Principles and Guidelines to Promote Sustainable Lending Practices in the Provision of Official Export Credits to Low-Income Countries, the OECD Guidelines for Multinational Enterprises and the respective anti-bribery measures, national laws, regulation and guidelines binding on the respective business activities.
- 2) It is agreed that the final decision on the provision of reinsurance in respect of any particular Supply Contract and/or the related loan agreements will be taken on a case by

case basis.

- 3) For the sake of clarification, it is not intended that this Agreement should be utilized 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 (i.e. where in the sub-contract the sub-contractor in the country of the Reinsurer agrees to be paid by the main contractor only if and when the latter has been paid by its foreign buyer).

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;
Confidential Information	means the information as defined in Article XVI.
Credit Insurers	means EGAP and [REDACTED], and “Credit Insurer” means either of them;
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 [REDACTED] and also the foreign and local goods and/or services which are covered under the Policy;
Insurer	means that Credit Insurer approved by Parties and who will provide the Policy;
Policy	means an insurance contract issued by the Insurer, a portion of which is reinsured with the Reinsurer;
Policy Issued Form	means a form as set out in Appendix F or such other form as may be agreed between the parties;
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;

Premium means in the case of the Policy the insurance payment charged by the Insurer less any broker's commission.

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 as calculated in the manner set out in Appendix A, or any other percentage value agreed upon between the Insurer and the Reinsurer;

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

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 [REDACTED] to which this Agreement applies are set out in Annexes 1 and 2 to this Agreement respectively. Either Credit Insurer will notify immediately in writing 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 by Annex 3. The procedures can be changed at any time by the written consent of the Parties.

ARTICLE V – DETERMINATION OF THE INSURER

As a general rule to be applied, it is the intention of the Parties that whichever country has the larger share of the Goods and/or Services under a Supply Contract, that country's Credit Insurer will normally be the Insurer. However, where the main contractor has the minority share the Insurer shall 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.

The Parties agree that they will seek to determine the Insurer in an amicable manner.

ARTICLE VI – ORIGIN OF GOODS

Regarding Goods and/or Services, sourced from the Reinsurer's country, the parties confirm that the said Goods/Services are expected to originate from the Reinsurer's country. If the Insurer- in any specific transaction – 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 his 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 on the terms and conditions described in an accepted Final Proposal Form.
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 agrees to the text of the Insurer's documents related to the Policy without reservation.
3. The Reinsurer agrees to pay to the Insurer a sum equal to the proportion of any claim paid by the Insurer on the relevant Policy which the Reinsurance Percentage bears to the value of that Policy. Such payment shall be made within 30 Business Days after the date on which the Insurer gives notice that he has paid a claim and provides all necessary relevant documents relating to the claim. Both parties agree that the Reinsurer shall never be obliged to make payment before the date the Insurer is obliged to pay under the Policy.

Whenever a loss falling under this paragraph 3 exceeds the amount specified under the Final Proposal Form (Cash Loss Limit), the Insurer may ask Reinsurer for payment of the higher Reinsurance Percentage within 30 Business Days of such request.

The Reinsurer shall however not be obliged to pay to the Insurer under this Article VII, point 3, until the Reinsurer has received its portion of the Premium due under Article VIII.

4. The Reinsurer is not obliged to offer a higher percentage of cover than that mentioned in the relevant Annexes, unless agreed otherwise between the Parties.
5. The Reinsurer undertakes to consult immediately in writing the Insurer about any problem of which he becomes aware and which may affect the performance of the Supply Contract and/or related loan agreement.
6. If any refund of premium has been made to the insured by the Insurer in accordance with the terms of a reinsured policy, the Reinsurer agrees to pay to the Insurer on demand an amount equal to the portion of the refunded premium that corresponds to the

percentage of the insured amount that has been reinsured by the Reinsurer (including the retained premium as administrative cost).

ARTICLE VIII - OBLIGATIONS OF THE INSURER

1. [REDACTED]
- [REDACTED] or
- ii [REDACTED]
2. The Insurer agrees to notify immediately in writing the Reinsurer and to consult with the Reinsurer any amendment to the clauses, terms, scope or nature of the export credit transaction or of the contractual arrangements relating thereto and circumstances which could affect the nature or extent of the risks covered by the Policy.
3. The Insurer agrees to consult in writing the Reinsurer before deciding as a sole judge in the last resort what preventive measures to take or what instructions to give to its insured party if an event has occurred which may affect the nature and/or size of the risks covered or may lead to a loss.
4. The Insurer agrees to pay to the Reinsurer a sum equal to the amount in proportion to the Reinsurance Percentage of any recovery (including, but not limited to, any recoveries in respect of default interest) made and retained by the Insurer, less expenses incurred by the Insurer in realization of recovery in proportion of Reinsurer's share, after payment of a claim within 30 Business Days of the date on which the Insurer makes such recovery.
5. The Insurer agrees to supply to the Reinsurer on demand copies of all the documents in its possession relating to the Policy, Supply Contracts and/or the related loan agreements at any time, provided that the Insurer is not bound either by the application of law or contract to keep those documents confidential. This obligation shall not apply to any documents prepared by the Insurer for its own internal purposes, provided that these documents do not contain any new material information already submitted to the Reinsurer.

The Insurer will use its best endeavours to obtain from the persons who have disclosed to him the documents, which are in his possession, the permission to disclose them to the Reinsurer if they relate to any reinsured Policy.

6. For the sake of clarity any changes to the Policy or underlying transaction as described in the Final Proposal Form require the Reinsurer's prior written consent.
7. The Insurer agrees to consult in writing with the Reinsurer any problem of which he becomes aware and which may affect performance of the Supply Contract and/or related loan agreements.

Except as otherwise provided in this Article **VIII (2)**, if the Insurer is required to consult with the Reinsurer any matter under this Article **VIII (3)** and if after the lapse of 20 Business Days of consultations (or such shorter period as may be reasonable in the case of an emergency) no agreement is reached in relation to that matter between the Parties, the Insurer will be deemed to have completed such consultation and will be free to proceed in respect of the matter as it reasonably thinks fit.

8. The Insurer and the Reinsurer agree to share environmental and social information and documents in order to enable each Credit Insurer to carry out their environmental and social review according to their environmental and social guidelines on policies, disclosure process and the OECD Recommendation of the Council on Common Approaches for Officially Supported Export Credits and Environmental and Social Due Diligence.

ARTICLE IX - CHANGES IN SOURCING

Unless otherwise agreed by the Parties if, after the Reinsurer has accepted the Final Proposal Form, the sourcing of the Goods and Services to be supplied under the Supply Contract is changed [REDACTED], 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. The changes in sourcing shall include changes in Czech and [REDACTED], third country and/or local content or cost of the Goods and/or Services supported under the Policy.

ARTICLE X – THIRD COUNTRY PARTS

The Reinsurance Percentage is calculated according to the proportion of the Czech and [REDACTED] origin of Goods and/or Services. It is the intention of both parties that where foreign and/or local Goods and/or Services are covered under the Policy the Reinsurance Percentage will normally be calculated in the manner set out in Appendix B.

Third country Goods and/or Services are to be borne by the Credit Insurer to whose part they are functionally connected.

If a direct connection cannot be established, the Insurer shall cover them without reinsurance; however the parties hereto may agree, case by case, whether some sharing is warranted.

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

ARTICLE XI - RECOVERY AND DISPUTE EXPENSES

The Insurer shall consult in writing the Reinsurer before engaging recovery expenses [REDACTED]. The Reinsurer agrees to pay to the Insurer a Reinsurance Percentage of any recovery or dispute expenses paid 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.

The advise shall break down such expenses both by type and by recipient.

ARTICLE XII - DEBT RESCHEDULING

1. In the event of a request by the Buyer/Borrower's country to include a debt to which a Policy relates in a rescheduling agreement, the Insurer and Reinsurer shall consult each other and mutually agree as to how to resolve any problems that may arise from such a request. However, the final decision will be taken by the Insurer. Should the Insurer and the Reinsurer fail to agree on how to resolve any problems, the Insurer shall, at the Reinsurer's request, and expense, to the extent that no prejudice is caused to any security granted in relation to such debt, assign to the Reinsurer a portion of the debt to which the Policy relates and all rights pertaining thereto.
2. If a debt to which the Policy relates is made subject to a rescheduling agreement and if the reinsured portion of the debt to which the Policy relates has not already been assigned to the Reinsurer by the Insurer, the Insurer shall consult the Reinsurer and obtain the Reinsurer's consent to any decision to sell or write off any portion of the debt relating to the Policy. Should the Insurer and the Reinsurer fail to agree on an any matter relating to the rescheduling agreement or on any decision to sell or write off such a debt, the Insurer shall, at the Reinsurer's request, and expense, to the extent that no prejudice is caused to any security granted in relation to such debt, assign to the Reinsurer the reinsured portion of the debt to which the Policy relates and all rights pertaining thereto.

ARTICLE XIII - CURRENCY

Unless otherwise agreed all the payments to be made by virtue of this Agreement shall be made in the currency used by the Insurer in the Policy in respect of the underlying obligation of the Policy (e.g. premium, payment, indemnification), provided it is a currency admitted and quoted by the European Central Bank.

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 including with respect to any dispute which may arise out of or be in connection with the validity of the present Agreement.

2. The parties will use their best endeavours to resolve by consultation between them any dispute arising out of this Agreement and such consultations shall in no event extend beyond 90 calendar day's period.
3. Any dispute not so resolved will be settled by arbitration in accordance with the [REDACTED].
4. The arbitration proceedings shall be conducted in English and the place of the arbitration will be [REDACTED].

ARTICLE XV - WITHDRAWAL AND REVIEW

Either of the parties hereto has 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 to be agreed by both parties to the Agreement in writing.

ARTICLE XVI - CONFIDENTIALITY

1. Each Party undertakes to keep confidential all information exchanged in accordance with this Agreement (hereinafter referred to as the "Confidential Information"). The Parties agree to refrain from disclosing any Confidential Information to any third party, except if such information is or becomes available to the public otherwise than by a breach of this Agreement by the Party which received the Confidential Information, or in the cases set out in paragraphs 2 and 3 below, and in any and all cases where disclosure is required or necessary under the national or international law, regulation, official inquiries by any governmental entity, or for audit, tax or regulatory purposes.

However, if mutually agreed by the Parties, some information may be disclosed to suppliers or banks involved in the same project. In this respect both Parties may develop a general common position.

2. [REDACTED] is herein expressly authorized to disclose all the Confidential Information in accordance with the applicable law of [REDACTED] upon the request of a state authority.
3. EGAP is herein expressly authorized to disclose all the Confidential Information in accordance with the applicable law of the Czech Republic upon the request of a state authority.
4. All Confidential Information shall remain confidential even after the termination of this Agreement for a period of 3 (three) years following the expiration of the last Policy issued under this Agreement.

ARTICLE XVII – OFFICIAL LANGUAGE AND ENTRY INTO FORCE

This agreement is drawn up in two originals in English language, one original for each party. Any documents regarding this Agreement shall be made in English language.

This Agreement shall enter into force on the day following its signing by both parties.

(Signed)

EGAP
Jan Prochazka
Chairman of the Board and
Managing Director

Date: 

(Signed)



Date: 

**GENERAL OVERVIEW OF EGAP'S INSURANCE FACILITIES
ANNEX 1**

FACILITY	PERCENTAGE OF COVER (maximum)		RISKS COVERED	INSURED	CLAIMS WAITING PERIOD	COMMENTS
	Commercial Risk	Political Risk				
Product "C" Insurance of a Medium and Long Term Export Supplier Credit	90%	90%	Percentage of cover is the same for political and commercial risk. This policy covers non-payment of a loan extended by the exporter to a foreign buyer caused by political and/or commercial risks. Political risk 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 is extended in the Czech currency at the exchange rate valid on the day of signing of the insurance policy. The insurance covers also the costs of the insured connected with financing of the insured receivables during the waiting period. The indemnification is paid out in the Czech currency and the exchange rate as valid on the day of the decision on indemnification shall be applied.

Product "D" Insurance of an Export Buyer Credit	95%	95%	<p>Percentage of cover is the same for political and commercial risk. This policy covers non-payment of a loan extended by a bank to a foreign buyer or his bank caused by political and/or commercial risks.</p> <p>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.</p>	Financing Bank	180 days	<p>Cover is extended in the Czech currency at the exchange rate valid on the day of signing of the insurance policy.</p> <p>The insurance covers also the costs of the insured connected with financing of the insured receivables during the waiting period.</p> <p>The indemnification is paid out in the Czech currency and the exchange rate as valid on the day of the decision on indemnification shall be applied.</p>
Product "V" Insurance against the Risk of Inability to Fulfill an Export Contract (Manufacturing Risk/ Pre-shipment Production Insurance)	85%	85%	<p>Percentage of cover is the same for political and commercial risks. This policy covers 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 protracted default of the private debtor.</p> <p>Product "V" is an optional add-on product to buyer credit insurance.</p>	Exporter	180 days	<p>Cover is extended in the Czech currency at the exchange rate valid on the day of signing of the insurance policy.</p> <p>The indemnification is paid out in the Czech currency.</p> <p>The indemnification is payable within fifteen days from the date of the issuance of the decision on indemnification.</p>

Product "Z" Insurance of Bank Guarantees Issued in Relation to an Export Contract	95% 90% 80%		This policy covers the fair and unfair calling of bid bonds, advance payment bonds and performance bonds issued by the banks. Percentage of cover: 95% for unfair calling of all bonds and 90% for fair calling of bid and advance payment bonds and 80% for fair calling of performance bonds.	Banks	90 days	Cover is extended in the Czech currency at the exchange rate valid on the day of signing of the insurance policy. The indemnification is paid out in the Czech currency and the exchange rate as valid on the day of the decision on indemnification shall be applied.
Product "I" Insurance of Investments of Czech Legal Persons in Foreign Countries		90%	This policy covers the Czech investor's losses from political risks as (i) expropriation / nationalisation without due compensation, (ii) transfer of proceeds from the investment and proceeds from the sale of the investment in free convertible currency and (iii) damage caused by politically motivated violence and (iv) optionally also the breach of contract risk.	Investor	180 days	The maximum term of insurance is not stipulated, the minimum is 3 years. Cover is extended in the Czech currency at the exchange rate valid on the day of signing of the insurance policy. The indemnification shall be paid out in the Czech currency and the exchange rate as valid on the day of the issuance of the decision on indemnification shall be applied.

GENERAL OVERVIEW OF [REDACTED] INSURANCE FACILITIES
ANNEX 2

FACILITY	PERCENTAGE OF COVER	RISKS COVERED	COMMENTS
<p>a) <i>Supplier credit (pre-credit risk, credit risk, security deposits cover)</i> b) <i>Buyer credit</i> c) <i>Letter of credit</i></p>	<p>1) commercial risks: up to 90%</p> <p>2) political risks: up to 95 %</p>	<p>a) <i>Commercial risks include:</i> ☞ default of the debtor , or ☞ insolvency of the debtor, or ☞ discontinuation or frustration of the contract by the debtor (pre-credit risk).</p> <p>b) <i>Political risks include:</i> ☞ war, civil war and warlike events, rebellion or revolution, riots, acts of terrorism, sabotage, civil unrest, takeover, or ☞ transfer delays, or ☞ moratorium, or ☞ discharge of debt, or ☞ political event, legal act or decision of the government which prevents performance of the contract, or ☞ refusal of the public debtor to fulfill its obligation under the contract, including inability or refusal to fulfill the enforced court decision. ☞ force majeure, including nuclear accidents, hurricane, floods, earthquakes, volcanic eruptions, tsunami, other natural disasters.</p>	<p>Waiting period (except in case of insolvency):</p> <ul style="list-style-type: none"> ▪ letter of credit – 90 calendar days; ▪ buyer credit – 90 calendar days; ▪ supplier credit – 90 calendar days (pre-credit risk – 180 calendar days)

FACILITY	PERCENTAGE OF COVER	RISKS COVERED	COMMENTS
<i>Supplier credit (bonds cover)</i>	- up to 90%	☞ <i>Unfair calling of bond</i>	Waiting period (except in case of insolvency): <ul style="list-style-type: none"> ▪ supplier credit (bonds cover) – 90 calendar days
<i>Supplier credit (destruction, requisition, confiscation cover)</i>	- up to 95%	Political risks include: <ul style="list-style-type: none"> ☞ requisition, confiscation or other decision of the government which prevents the return of the exported goods to the insured's country or which leads to deprive or restrict the rights on the exported goods, or ☞ war, civil war and warlike events, rebellion or revolution, riots, acts of terrorism, sabotage, civil unrest, takeover, or ☞ force majeure, including nuclear accidents, hurricane, floods, earthquakes, volcanic eruptions, tsunami, other natural disasters 	Waiting period (except in case of insolvency): <p>supplier credit (destruction, requisition, confiscation cover) – 90 calendar days</p>

AGREED PROTOCOL ON PROCEDURE

Section 1

EGAP and [REDACTED] 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 II 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 30 business days following receipt of the Preliminary Proposal Form. When the Reinsure 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 it 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.
- c As soon as possible, but not beyond 10 Business Day period after the Policy has been issued the Insurer shall complete a Policy Issued Form and send the same to the Reinsurer.

Section 6 Notification of non-payment

The Insurer shall notify the Reinsurer in writing without delay (within 5 Business Days) when he has been informed that an event of loss has occurred (for example, a debtor has failed to effect payment for a debt covered by the Policy).

Section 7 Indemnification

For the purpose of this section, the Insurer shall supply the Reinsurer with the following information and documents:

- 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
- disbursement documents (if requested by the Reinsurer)

The Reinsurer is entitled to inquire other necessary documents and information.

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 reduced by a 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 Insurers
- the recovery expenses paid by the Insurer
- the Reinsurer's share to the net recovery
- the date of recovery
- applied interest rates, if any
- number of interest days
- exchange rates (if applicable).

Section 9 End of Obligations

The Insurer shall inform the Reinsurer when its Obligations under the Policy have ended.

Section 10 Notices

a. Except as otherwise specified, all notices given hereunder shall be in writing in the English language, shall include both the Credit Insurer's reference number and the Reinsurer's reference number, and shall be given by internet, email, telefax or personal delivery and deemed to be given for the purposes of the Agreement on the day that such notice is received by the intended recipient thereof; the Final Proposal Form, amendments to the Final Proposal Form (including agreement to a revised Reinsurance Percentage), the Final Response Form and amendments to the Final Response Form must however be manually signed by an authorized signatory and delivered by post, telefax, PDF -file or personal delivery. Facsimiled or scanned copies of the documents are to be sent for the purpose of acceleration but these documents must be confirmed by sending of their originals as soon as possible. The address, facsimile number and email address of the parties are as follows:

EGAP:
Secretariat of the Commercial Section
Export Guarantee and Insurance Corporation
Vodičkova 34/701
111 21 Prague 1
Czech Republic
phone: +420 222 842 300
fax: +420 222 844 130



Changes in the data stated above shall be notified in writing to the other party.

b. The contact information of the parties for the purpose of giving demand or notice hereunder is as follows:

EGAP:
Secretariat of the Commercial Section
Export Guarantee and Insurance Corporation
Vodičkova 34/701
111 21 Prague 1
Czech Republic

phone: +420 222 842 300
fax: +420 222 844 130



Changes in contact information may be notified in writing to the other party.

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

(Signed)
EGAP
Jan Prochazka
Chairman of the Board and
Managing Director

Date: 

(Signed)


Date: 

APPENDIX B

PRELIMINARY PROPOSAL FORM

FROM:

TO:

We refer to the Agreement between us dated

We hereby propose that the following transaction is considered for reinsurance:-

Ref No:

Exporter from this country:

Exporter from your country:

Their Contractual Relationship:

Project:

Buyer:

Borrower:

Guarantor/Security Package:

Contract value:

Breakdown of supplies (show values and percentages to the total of goods/services originating in the Czech Republic, [REDACTED], EU countries and in countries outside the EU):

Risk period:

[REDACTED]

Repayment Terms:

Any unusual Features of Case:

Type(s) of Cover to be Given:

Loan Amount:

Lender(s):

Estimated Insured Amount:

Default interest covered:

Estimated Maximum Indemnification:

Estimated Reinsured Percentage (show calculation):

Premium Rate:

Special Conditions:

Recourse Conditions:

Comments:

Signed 

For:

Date: 

APPENDIX C

PRELIMINARY RESPONSE FORM

FROM:

TO:

We refer to your Preliminary Proposal Form, ref. no. [REDACTED] dated [REDACTED]

- *(a) We can agree to your proposal in its entirety and look forward to you providing a Final Proposal Form in due course.
- *(b) We can agree to your proposal if you are prepared to make the following amendments:

We look forward to receiving your comments and/or a revised Preliminary Proposal Form.

- *(c) As Reinsurer we would wish to receive the following premium:
 - rate
 - payable on
- *(d) We can not agree to your proposal for this transaction.

This Preliminary Response does not bind us to provide reinsurance cover. A decision on the provision of reinsurance can only be taken after a further risk analysis.

Comments

Signed [REDACTED]

For:

Date [REDACTED]

*** DELETE IF INAPPLICABLE**

APPENDIX D
FINAL PROPOSAL FORM

FROM:

TO:

We refer to the Agreement between us dated [REDACTED] and the Preliminary Proposal Form dated [REDACTED], reference number [REDACTED]. We hereby propose that the following transaction be reinsured by you on the following terms:

Our. Ref. No.:

Your Ref. No.:

Exporter from this country:

Exporter from your country:

Their contractual relationship:

Project:

Buyer:

Borrower:

Guarantor/Security Package:

Contract Value:

Loan Value:

Breakdown of supplies (show values and percentages to the total of goods/services originating in the Czech Republic, [REDACTED], EU countries and in countries outside the EU):

:

Risk period:

[REDACTED]

Repayment Terms:

Any unusual Features of Case:

Types of Cover to be given:

Loan Amount:

Lender(s):

Overall Insured Amount in Principal:

Default interest covered:

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:
Cash Loss Limit:

Recourse Conditions:

Amount of Premium Payable

- 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:

Date: 

APPENDIX E

FINAL RESPONSE FORM

From:

To:

We refer to the Agreement between us dated [REDACTED] and the Final Proposal Form dated [REDACTED]

Your reference number:

Our reference number:

(* We hereby accept the proposal you have made and will provide the reinsurance you require on the terms set out in the Agreement dated [REDACTED] and the Final Proposal Form dated [REDACTED]

(* We cannot accept your proposal to provide reinsurance.

This commitment shall lapse [REDACTED] days after the date of this form if you have not issue a policy by then. Should you require an extension period, please send us the correspondent request for renewal in due course and explain why extra time is required.

Signed [REDACTED].

For:

Dated [REDACTED]

***DELETE IF INAPPLICABLE**

APPENDIX F
POLICY ISSUED FORM

FROM:

TO:

We refer to the Agreement between us dated [REDACTED] and your Final Response Form dated [REDACTED]

Our reference number [REDACTED]
Your reference number [REDACTED]

This is to inform you that a Policy No. [REDACTED] was issued on [REDACTED]. The value of the cover given is [REDACTED]

The Reinsured Percentage is [REDACTED]

- A. The total premium payable is [REDACTED]
- B. The Amount Payable to the Insurer is [REDACTED]
- C. The Amount Payable to the Reinsurer is [REDACTED]

The Premium Percentage is [REDACTED]

Premium will be paid to us as follows:

Due Date	Amount	Premium Percentage	Amount Payable to Reinsurer
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We will ensure that you are paid within 30 business days of receipt.

Any other comments

Signed: [REDACTED]

For:

Dated: [REDACTED]