

# **Amendment No. 1**

## **to the General Agreement**

registered with the Customer under No. 141/2015  
registered with the Supplier under No.

(hereinafter referred to as the “**this Amendment**”)

### **1. STÁTNI TISKÁRNA CENIN, státní podnik**

Id. No.: 00001279

VAT No.: CZ00001279

with its registered office at Praha 1, Růžová 6/943, 110 00 Praha 1, Czech republic  
registered in the Commercial register maintained by the Municipal Court in Prague, Section AXL,  
Entry 296

represented by Tomáš Hebelka, MSc, CEO

banking details: UniCredit Bank Czech Republic, a.s., Na Příkopě 858/20, 113 80 Praha 1

account number: 200210010/2700

IBAN: CZ44 2700 0000 0002 0021 0010

SWIFT code: BACX CZPP

(hereinafter referred to as the “Customer“)

and

### **2. OVD KINEGRAM AG**

VAT No.: CHE-104.191.520 MWST

with its registered office at Zählerweg 12, 6301 Zug, Switzerland

registered in the Trade Registry „Handelsregister des Kantons Zug“ under CH 170.3.021.956-9

represented by Orlando Hirt, General Manager and Christian Saxer, Head Government Documents

banking details: XXX

account number: XXX

IBAN: XXX

SWIFT code: XXX

(hereinafter referred to as the “Supplier“)

(hereinafter also jointly as the “Parties” and each as the “Party”)

## **I.**

In accordance with the Article XIII. paragraph 5 of the General Agreement registered with the Customer under No. 141/2015 and concluded on 21st January 2016 (hereinafter referred to as the “Agreement”), the Parties have agreed upon the following changes to the Agreement:

1. Article II. paragraph 1 of the Agreement is replaced by the following:

*„1. The Supplier is obliged to deliver the optically variable security element KINEGRAM® in pieces and required version to the Customer. The specification of the optically variable security element KINEGRAM® is defined in **Annex No. 1(version 1D)** and **Annex No. 1.1 (version 2.0)** (hereinafter referred to as the “Goods“).“*

2. Article III. paragraph 3 of the Agreement is replaced by the following:

*„3. In each and every orders the Customer shall state at least the identification of the Parties, the order number, requested delivery time, type (version), price and amount of the Goods.“*

3. Article IV. paragraph 5 and paragraph 6 of the Agreement are replaced by the following:

*„5. Delivery note must contain the following information:*

- identification of the Parties,*
- number and date of issue of the delivery note,*
- number of relevant purchase order,*
- description (required type according to technical specification) and quantity of the Goods,*
- place and date of delivery and acceptance,*
- signature of authorized employee of the Supplier.*

*6. The Goods must be suitably packed to ensure protection during transportation and to ensure proper storage at the facility. Detail packaging requirements are specified under **Annex No. 1** respectively **Annex No. 1.1.**“*

4. Article IV. paragraph 9 of the Agreement is replaced by the following:

*„9. Upon delivery, the Customer must not examine the Goods, or cause them to be examined, or take any other measures to discover any lack of conformity of the delivered Goods with the quality parameters conclusively provided in the specification as of **Annex No. 1** respectively **Annex No. 1.1** (hereinafter referred to as “Defect”), except for a visual inspection of the packaging or seals and a random inspection of the Goods . The Customer does not lose the right to rely on a Defect or claim damages due to the fact that he did not examine the Goods, or caused them to be examined, or take any other measures to discover any Defect. “*

5. Article VII. paragraph 1 of the Agreement is replaced by the following:

*„1. The Supplier warrants that at the time of transfer of risk to the Customer in accordance with Article IV Item 1 and 3 all deliveries of the Goods shall frilly comply with the specification, set out in **Annex No. 1** respectively **Annex No. 1.1.**“*

6. Article VII. paragraph 5 and paragraph 6 of the Agreement are replaced by the following:

*„5. Any claims of the Customer under warranty resulting from Defects shall cease at the end of 12 months from the date of delivery in accordance with Article IV Item 1 and 3. It is a condition precedent for the 12-months warranty period, that the Customer has stored the Goods in compliance with the storage conditions as provided in the specification as of **Annex No.1** respectively **Annex No. 1.1** and that the Goods were processed within the max. storage period as provided in the specification as of **Annex No.1** respectively **Annex No. 1.1**. The Supplier warrants visibility and functionality of the diffraction safety Element on the Goods applied to the EU Visas for one (1) year following the Visa production, but maximum one (1) year after the date of shipment.*

6. *In case that during the term of this Agreement new quality requirements for the Goods arise, which have not yet been specified in the specification as of **Annex No. 1** respectively **Annex No. 1.1** the Parties shall agree upon a respective adaptation of the specification. Any such new specification parameters shall not be subject to the warranty obligation of the Supplier for the past, whereas the Supplier's warranty obligation shall apply for the first time to all deliveries starting from the mutual agreed adaptation of the specification.*“

7. Article IX. paragraph 2 of the Agreement is replaced by the following:

*„2. The Parties are obliged to maintain confidentiality in all matters relating to the fulfilment of this Agreement, the content of which is strictly confidential. The Parties shall be obliged to keep confidential all the information concerning their cooperation and internal matters of the Parties if the disclosure of such information could damage the Party. The information contented in **Annex No. 1** respectively **Annex No. 1.1** are considered to be strictly confidential unless the Parties indicate otherwise.*“

8. Article XII. paragraph 3 of the Agreement is replaced by the following:

*„3. For the purpose of this Agreement both Parties agreed that pursuant to Section 2002, paragraph 1 of the Civil Code, a serious violation of this Agreement includes the following:*

- a) *if the delivered Goods repeatedly fail to comply with material quality parameters of the established specification (see **Annex No. 1** respectively **Annex No. 1.1** of this Agreement);*
- b) *if the Supplier is repeatedly late with his deliveries of Goods as required in the Article III of this Agreement more than 15 days;*
- c) *if the amount of defective Goods in the relevant delivery is repeatedly higher than 50 % (regardless of the fact when the Customer discovered these defects);*
- d) *if the Customer is repeatedly late with the payment for issued invoices for more than 30 days.*“

9. The Parties agreed that an integral part of the Agreement will be the new **Annex No. 1.1** containing the technical specification of holographic elements, KINEGRAM® Version 2.0. The Annex No. 1.1 of the Agreement is Annex No. 1 to this Amendment.

10. The Parties agreed that the original **Annex No. 2** to the Agreement will be replaced by a new version of Annex No. 2, which is an integral part of the Agreement as Annex No. 2 to this Amendment.

11. Article XIII. paragraph 9 of the Agreement is replaced by the following:

*„9. Annexes to this Agreement are an integral part of this Agreement:*

*- Annex No. 1 - Technical Specification version 1D*

*- Annex No. 1.1 - Technical Specification version 2.0*

**II.**

All other provisions in the Agreement not changed, amended or modified through this Amendment shall remain unchanged and in full force and effect.

**III.**

1. This Amendment is written in Czech and English in three original copies, of which the Customer receives two copies and the Supplier one copy. Annex No. 1 and Annex No. 1.1 of the Agreement are drafted in this Amendment and the Agreement itself only in the English language.
2. The Supplier take note that this Amendment shall be, in accordance with Act No. 340/2015 Coll., on Special Conditions of Efficiency of some Contracts, Disclosure of such Contracts and the Contracts Register (the Contracts Register Act), after signing by both Parties disclosed in the Contracts Register. The disclosure and related operations shall be ensured by the Customer.
3. The Amendment comes into validity on the day of signature by both Parties and into effect after disclosing in the Contracts Register.

In Prague on .....

In Zug on.....

On behalf of the Customer:

On behalf of the Supplier:

.....  
**Tomáš Hebelka, MSc**  
CEO

.....  
**Orlando Hirt**  
general manager

.....  
**Christian Saxer**  
Head Government Documents ;