

Application for access to the Bonicheck SmartLink-Service of Euler Hermes Deutschland AG

by fax to +49 (0) 40/88 34-33 75



We hereby apply for access to the Bonicheck SmartLink-Service operated by Euler Hermes Deutschland AG:

Name/company: _____

1. The Bonicheck SmartLink will be used to access the following contract data:

Contract number:

List/company number:

_____	_____
_____	_____
_____	_____
_____	_____

2. The following technical contacts are to receive access data:

Last name/first name	Phone	E-mail
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. E-mail address for the delivery of electronic credit messages via secure E-mail.

A free digital certificate will be provided for this E-mail address.

We agree to be bound by the terms and conditions for the utilization of Euler Hermes Deutschland AG's Bonicheck SmartLink-Service.

Place/date

Stamp/signature of customer/insured

Euler Hermes Deutschland AG
22746 Hamburg, GERMANY
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Commerzbank AG, Hamburg
BLZ 200 800 00, Account no. 09 157 608 00
IBAN: DE46200800000915760800
BIC: DRESDEFF200
Turnover Tax ID no. DE 118 617 655
Registered Office: Hamburg
Registration Court: Hamburg HRB 5160

Chairman of the Supervisory Board:
Wilfried Verstraete
Board of Management:
Ralf Meurer, Chairman;
Silke Grimm, Dr. Hans Janus,
Thomas Krings, Gert Schloßmacher

Terms and Conditions for the Bonicheck SmartLink-Service

(as amended on 01.11.06)

§ 1 General

1. In order to transmit and process data received in connection with existing insurance and service contracts more swiftly, Euler Hermes Deutschland AG offers the insured/customer and co-insured/co-covered companies the SmartLink-Service as an additional service.

2. For the purpose of these terms and conditions, the term "Partner" is defined as the insured/customer, the co-insured/co-covered company stated in the application for access to the SmartLink-Service and Euler Hermes Deutschland AG. The insured/customer and the co-insured/co-covered companies are hereinafter referred to as the "Customer".

3. Any requirement of writing stipulated in an insurance or other service contract shall be deemed to be waived in connection with any messages transmitted under the SmartLink-Service.

§ 2 Access

Access to Euler Hermes Deutschland AG's SmartLink-Service shall be provided within the scope of existing technical and operating possibilities in the form of access authorization (e.g. user name, password). It shall be possible for the user name and password to be changed in consultation with Euler Hermes Deutschland AG.

§ 3 Authorized persons

1. The Customer shall submit to Euler Hermes Deutschland AG in writing the names of all employees to whom the access data for the SmartLink-Service (user name and password) has been disclosed. Any changes shall be reported without delay,

in which case new access data shall be applied for in writing immediately after such changes take effect.

2. The Customer undertakes to submit to Euler Hermes Deutschland AG in writing the names of all employees who are to use the SmartLink-Service and to immediately report any changes.

3. The Customer shall impose on the employees authorized to use the service as well as any other third parties the duty to use the data and the technical documentation on the SmartLink-Service solely for their intended purpose, to treat them as strictly confidential and to refrain from disclosing them to any third parties.

4. If the Customer has reason to believe that an unauthorized employee or third party have gained access to the SmartLink-Service, Euler Hermes Deutschland AG shall be notified without delay.

§ 4 User access times

1. As a matter of principle, the Customer shall be able to use the service at any time except during data backup activities and while system and program maintenance work is being performed.

2. The accessibility of applications and data shall be ensured by means of the standard procedures used by Euler Hermes Deutschland AG. However, no guarantee of availability can be given.

§ 5 Liability and warranty

1. The Customer shall be responsible itself for integrating the data exchanged in its own data processing system. Any advice given by Euler Hermes Deutschland AG in this respect is

provided without any liability whatsoever for any consequences. Euler Hermes Deutschland AG may make any changes or adjustments to its own data processing systems but shall inform the Customer accordingly. Any costs arising as a result shall be for the Customer's account.

2. Euler Hermes Deutschland AG shall not be held liable for any loss or damage sustained by the Customer as a result of unauthorized access.

3. Euler Hermes Deutschland AG shall not be liable for the proper functioning of the transmission lines including data backups.

4. Moreover, Euler Hermes Deutschland AG shall only be liable for any loss or damage as a result of gross negligence or willful misconduct or in the event of any breach of a provision going to the root of the contract. In this case, the compensation recoverable shall be limited to the value of typically foreseeable loss or damage.

§ 6 Data privacy

1. The SmartLink-Service shall be utilized in accordance with the provisions of the German Federal Data Privacy Act (BDSG). The Partner in whose area of influence any breach of the BDSG occurs shall be held liable for such breach.

2. The Customer may only use the information/data provided for the purpose of performing the underlying insurance or other service contract and in accordance with the terms and conditions for use of the SmartLink-Service.

3. If data is transferred at the Customer's request from a database operated by Euler Hermes Deutschland AG or any of its subsidiaries, the following

shall apply: The Customer shall be responsible for ensuring that such request is admissible. Euler Hermes Deutschland AG may take random samples to satisfy itself of the admissibility of the individual request. On request, the Customer shall furnish information.

4. The Customer shall impose a duty of confidentiality on its employees or third parties which require access to the data. It shall take suitable precautions to protect the data from unauthorized access using the same standard of care that it would apply to its own data.

5. Identification and protocol data, such as the user name, date and time, are processed and used for documentation and billing purposes. The Customer undertakes to notify the users concerned accordingly.

§ 7 Duration and exclusion

1. Authorization to access the SmartLink-Service shall automatically expire upon the termination of the underlying insurance or other service contract. If co-insurance/co-cover expires for an individual company, its authorization to access the SmartLink-Service shall expire accordingly.

2. The Customer may terminate the SmartLink-Service in writing. In the event of any failure to comply with these terms and conditions, Euler Hermes Deutschland AG may cancel the connection immediately even prior to receipt of notice of termination.

§ 8 Place of fulfillment and legal venue

The place of fulfillment and legal venue shall be Hamburg provided that the Customer is a commercial entity.

§ 9 Miscellaneous provisions

If any of the provisions in these terms and conditions for the utilization of the SmartLink-Service are or become void, this shall not prejudice the validity of the remaining provisions.