

# General Terms and Conditions of Use for the EOLIS Service of Euler Hermes Deutschland AG and Euler Hermes Forderungsmanagement Deutschland GmbH

## § 1 Object of the Agreement

1. Euler Hermes Deutschland AG and Euler Hermes Forderungsmanagement Deutschland GmbH (hereinafter referred to jointly as "Euler Hermes") offer their contractual partners the use of the EOLIS Service as an additional service within the framework of the insurance policies and service contracts concluded with them. This service is an online communication tool between the policyholder, including any co-insureds or other companies included under the policy as well as the recipients of services (hereinafter jointly "the Client") and Euler Hermes.

2. Any obligation contained in the insurance policies or service contracts to give information in written form is hereby waived to the extent that such information is communicated online via the EOLIS Service.

## § 2 Registration and Access

1. A prerequisite for the use of the EOLIS Service is the registration of the Client. The Client will submit a written list of all staff members authorized to access the system when registering. Any changes in the list of authorized staff members must be promptly notified to Euler Hermes.

2. The Client will receive a User ID and a password for each authorized user from Euler Hermes.

3. The Client is responsible for ensuring the safe and secure custody of User IDs and passwords. He is in particular obliged to secure a binding commitment from all authorized staff members to observe strict confidentiality regarding the User ID, the password and all and any data

which can be viewed on the screens of the EOLIS Service. It is expressly forbidden to pass on User IDs and passwords to unauthorized staff members, unauthorized external persons or staff members of Euler Hermes.

4. If and when the Client has reason to suspect that an unauthorized staff member or a third party has obtained access to the access code, he must promptly notify Euler Hermes of this fact. In this event the access authority will be invalidated until the Client has been issued with a new access code.

5. If and when an authorized staff member leaves the Client's company, the Client is obliged to promptly change the password used up to that point or to contact the password administration team of Euler Hermes to have the password invalidated.

6. The authorization to access the EOLIS Service automatically expires when the underlying insurance policy or service contract is terminated. Similarly, if and when the coinsurance or other inclusion in the policy of a company ends, the authorization to access the EOLIS Service automatically expires for that company.

## § 3 Services provided by Euler Hermes

1. The Client can access data concerning the insurance policies and/or service contracts concluded by him in the EOLIS Service and can send notifications to Euler Hermes. The form and range of services in the EOLIS Service is provided exclusively at the discretion of Euler Hermes. Euler Hermes is entitled to alter, expand or discontinue the existing services offered at any time for any material reason, provided that this is reasonably acceptable for the Client.

2. Euler Hermes will take all measures which are economically reasonable, technically possible and proportionate to ensure the security of the EOLIS Service.

## § 4 Use by Third Parties

The Client has the option of also allowing a third party to use the EOLIS Service provided that such third party has been issued with an appropriate power of attorney by the Client and that this has been submitted to Euler Hermes.

## § 5 User times

1. Access to the system is under normal circumstances available at the following times

- Mondays to Fridays from 7.00 a.m. to 7.00 p.m. and from 7.15 p.m. to 4.00 a.m.;
- Saturdays from 7.00 a.m. to 4.00 p.m. and
- Sundays from 9.00 p.m. to 4.00 a.m.

The systems will not be available for reasons of maintenance on each first Friday in the month from 4.00 p.m. and where necessary on the following Saturday. Public holidays and times at which data saving for back-up purposes and maintenance work or programme updating is taking place are exempted from the availability times given above.

2. The availability of applications and data is secured by the internal company standards valid at any given time. It is not possible, however, to give a guarantee of availability.

## § 6 Liability

1. Euler Hermes can not give any guarantee and accepts no liability for the uninterrupted availability of the EOLIS Service, its availability at any particular time, the proper functioning of the transmission links and for data security.
2. Any liability of Euler Hermes for any loss or damage as a consequence of the improper or unauthorized use of the EOLIS Service is excluded.
3. In addition, Euler Hermes will only be liable for loss or damage caused by gross negligence or wilful acts or which arise from the breach of a cardinal obligation of the contract. Euler Hermes will only be liable for compensation up to the amount of loss normally foreseeable.

## § 7 Data Protection

1. The use of the EOLIS Service is governed by the provisions of the Bundesdatenschutzgesetz (German Data Protection Act). In the case of any failure to comply with the BDSG, the contract partner in whose area of responsibility the non-compliance falls shall be liable.
2. The Client is only permitted to use the information made available to him for the purpose of fulfilling the underlying insurance policy or other contract for services and subject to these Conditions of Use for the EOLIS Service.

3. If the Client performs a data transfer from a database of Euler Hermes via an automated retrieval, the Client is responsible for the lawfulness of the retrieval procedure. Euler Hermes is entitled to carry out random checks to test whether individual retrievals are lawful. The Client is obliged to inform Euler Hermes in this context if requested to do so.

4. The Client must obtain an undertaking from his staff members and from any third parties who need access to the data to maintain secrecy. He shall take appropriate precautions to ensure the protection and security of the information communicated to him against unauthorized access by his employees or third parties, using the same standards of confidentiality required and normally applied to information in his own company.

5. Identification data and log data of the Client, such as identification codes, dates and times of access, will be processed and used for documentation and invoicing purposes. The Client undertakes to inform any other users accordingly. Euler Hermes has the right to use the data in anonymized form for statistical purposes and to pass on such anonymized statistical material to third parties.

## § 8 Cancellation

1. The Client is entitled to give written notice of cancellation of the EOLIS Service at any time.
2. In the case of non-compliance with these present Conditions, Euler Hermes is entitled to cancel the EOLIS Service at any time. In this event, Euler Hermes is also entitled to invalidate access to the EOLIS Service immediately, even before receipt by the Client of notice of cancellation.

## § 9 Place of performance and jurisdiction

Place of performance and of jurisdiction shall be Hamburg if the Client is a merchant (= Kaufmann) as defined by the German Commercial Code (HGB).

## § 10 Final provision

If any provision of these Conditions for the Use of the EOLIS Service should be found to be or become legally invalid, this shall be without prejudice to the other provisions. The provision which is found to be or becomes invalid shall be replaced by a valid provision which comes as close as possible to the effect originally intended by the parties to the Agreement.