

General Service Conditions

Please note that in these conditions:

Terms in **heavy** type-face are defined. Values corresponding to the terms in *italics* are specified in the service schedule and / or the Insurance schedule

All reference to “we”, “us” and “our” in this document and the service schedule shall be construed as the **Service provider**, Coface UK Services Ltd

All reference to “you” or “your” shall be construed as the client as identified in the Service and/or Insurance schedule

GENERAL SERVICE CONDITIONS – COLLECTION SERVICES

Where you have chosen to use our collection services the **service agreement** between you and us consists of the service schedule, the mandate and the general service conditions (GSC) in this section.

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GENERAL SERVICE CONDITIONS – POLICY MASTER & CASH MASTER

These conditions are applicable only where the S1 or S2 module is attached to your Insurance schedule

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GENERAL SERVICE CONDITIONS – COLLECTION SERVICES

1. Service statement

The **service provider**, Coface UK Services Ltd (hereafter referred to as we, us or our) is a specialist in receivables management, carrying on debt collection activities in accordance with good debt collection practises and may if needed use the services of partners.

2. Services

- 2.1 For the duration of the service agreement, we shall provide services to you in a professional manner in compliance with industry standards and regulation, and shall use all reasonable endeavours to recover unpaid **debts** and to collect payments. It is understood that we will not collect **debts** where these are illegal, unenforceable or subject to trade embargoes, and will not be penalised for the non-collection of these **debts**.
- 2.2 We are required by law to verify the identity of new clients and may therefore request evidence of your firm's identity.
- 2.3 We will keep you informed on a regular basis of our progress in recovering debts in line with the service agreement objectives as referred to in the service schedule.
- 2.4 Our lawyers/solicitors/attorneys may issue and pursue legal proceedings against a **debtor** in your name subject to your prior approval.
- 2.5 We shall charge fees ("*the fees*") to you for the services we have provided as referred to in the service schedule.
- 2.6 In addition to the *fees*, you shall reimburse us for all other expenses incurred by us in provision of services. Those expenses are charged according to the cost price.

3. Your obligations

For the duration of the service agreement you shall undertake to co-operate with us at all times providing such assistance as required to enable us to perform the services.

- 3.1 For the *duration* of the service agreement you shall not initiate your own measures in respect of the **debts** nor instruct any other person, firm or company in respect of the **debts** without our prior written consent.
- 3.2 You shall provide to us all relevant invoices and statements relating to **debts** which have been passed on for recovery together with full details of any matters within your knowledge which may affect the likelihood of collection of such **debts**.
- 3.3 You shall promptly **notify** us of
 - 3.3.1 Receipt of any payment or part-payment of a **debt**; and
 - 3.3.2 Any relevant information relating to a **debt**; and
 - 3.3.3 Your decision whether or not legal proceedings against a **debtor** should be issued.
- 3.4 You shall, if necessary, confirm your instructions to the lawyers/solicitors/attorneys in writing and shall sign any mandate or other documents which are required to be signed by you in order to issue

or pursue any legal proceedings, including all relevant actions if insolvency proceedings have been applied for or instituted against the **debtor**.

4. Payment of fees and expenses incurred

- 4.1 All payments due from you shall be payable in full and without deduction for any reason whatsoever within our authorised payment terms. We shall not be obliged to carry out any of our responsibilities whilst any such payment (or part) remains outstanding but will provide you with 48 hours' notice by means of letter before action prior to suspension of service.
- 4.2 We may issue invoices in respect of disbursements and expenses before we have paid them.
- 4.3 Interest will accrue daily at the rate shown in the service schedule; it will be calculated on a daily basis on all sums owed by you from invoice due date until payment.
- 4.4 We may deduct from any money paid by or recovered from the **debtor** any sum due to us from you.

5. Recoveries

- 5.1 Receipt by you of any goods or services, or the return of any goods or other benefit in settlement or part- settlement of a **debt** shall be deemed for the purpose of this service agreement to be payment or part- payment of the amount in question (as the case may be).
- 5.2 No interest is payable on monies held in our collection account.

6. Advising us of changes

You must inform us within 10 days of any substantial change in the information given that forms part of the service agreement, particularly in the nature of the scope of your activities or in your legal status. We reserve the right, if you are in state of insolvency or in case you cease your *business activity*, to terminate this agreement with effect from the relevant event.

7. Currency

If the **debts** are issued in a currency other than the *currency* provided for in the service schedule, the receipts will be converted into the currency of the service agreement as follows:

To calculate the value of the **debt** in the currency of this contract:

At the exchange rate in force on the last working day of the month that the relevant invoice was issued with any payments received in respect of that invoice being converted at the same rate.

To calculate the value of a payment:

At the actual exchange rate in force when you or we collected such amounts; or failing such rate, the exchange rate on the value mentioned on the bank credit note.

8. Liability

- 8.1 If in the course of the provision of services, we, or agents acting on our behalf, are negligent or in breach of contract to the effect that a **debt** is rendered incapable of collection, in whole or in part and you **notify** us as required in 8.2 below, our responsibility shall be limited to the *limitation of liability*.
- 8.2 We shall have no responsibility unless you:

- 8.2.1 **Notify** us within a reasonable time, and within 30 days of any occurrence which might give rise to a claim by you against us; and
 - 8.2.2 **Notify** us of full details of such occurrence as soon as the same can reasonably be ascertained; and
 - 8.2.3 Allow us and our representatives 30 days and every facility to investigate such occurrence.
- 8.3 Other than the liability provided for in 8.1, any further liability of us and our employees in respect of negligence or breach of contract, however caused, shall be restricted solely to loss or damage causing death or personal injury.

9. Force majeure

We shall not be liable to you for any loss or damage, which may be suffered by you as a direct or indirect result of us being delayed, prevented or hindered in the performance of our contractual obligations by reason of any circumstances beyond our reasonable control.

10. Assignment

- 10.1 We shall be entitled to assign or transfer to any party, any or all of our rights or obligations under this service agreement; including, without limitation, the performance of our obligations by sub-contractors.
- 10.2 You may not assign or transfer this agreement in whole or in part without our prior written consent.

11. Termination clause

- 11.1 We shall have the right within 30 days of a **formal notice** to terminate this agreement without any liability to you if:
 - 11.1.1 You breach any provision of the contract or
 - 11.1.2 You make any voluntary arrangement with creditors or become subject to an administration order or (being an individual or firm) become bankrupt or (being a company) go into liquidation; or a receiver is appointed in respect of any property or assets of yours; or
 - 11.1.3 You cease, or threaten to cease, carrying on business;
- 11.2 You or we may terminate this agreement at the end of the current service agreement period through a **formal notice** to the other party at least 30 days before the end of the current service agreement as provided in the service schedule.

You shall be responsible in both stipulations 11.1 and 11.2 for all fees, expenses and costs incurred to date and accruing and shall pay those fees, expenses and costs to us on demand.

12. Waiver

Any waiver of a breach of any of the terms or conditions of this service agreement by either party shall not be deemed a waiver of any subsequent breach or default.

13. Data protection notice

- 13.1 You consent to us holding and processing data (including personal data) for the purpose of debt collection and shall assure the permissibility of transferring to us the personal data required for debt collection.
- 13.2 When we are provided with personal data, we will hold the data, together with other information, securely and confidentially and process it for the purpose of carrying out our activities of debt collection in accordance with the full privacy provisions accessible on www.cofaceuk.com
- You are entitled, under the conditions provided for by Data Protection Act 1998, the Privacy and Electronic Communications Regulations 2003 and other legislation intended to protect your personal information and privacy, to ask to access your personal data. If you would like to make this request or require any amendments to the data held by us you should do so by contacting The Data Controller, Coface UK Services Ltd , 15 Appold Street, London EC2A 2DL
- 13.3 We may use personal data provided by you for marketing reasons or other needs as among others, administration, accounts and records, debt management, and legal services.
- 13.4 Data subjects will have at any moment the right to object to the use of their personal data for marketing reasons by contacting us at the address in paragraph 13.2.
- 13.5 You undertake to provide the data subjects with the information referred to in paragraph 13.2, 13.3 and 13.4 here above.

14. Variation

- 14.1 This document, the mandate and the service schedule represent the entire agreement between the parties and the parties have not relied upon any representations written or otherwise in entering into this agreement.
- 14.2 No variation to the service agreement shall be effective unless in writing and agreed by each of the parties.

In the event there is any contradiction between these General Service Conditions and the service schedule then the service schedule shall prevail.

15. Definitions

Debt or Debts

The amount of one or more invoices owed by a **Debtor** under a contract and falling within the scope of this agreement.

Debtor

A person/company/partnership owing the amount of one or more invoices to you.

Formal notice

Written advice sent by recorded delivery.

Notify / notifies

Written advice – particularly in regard to any information which may affect the services being provided to you

Service agreement

The Service Agreement between you and us consists of this General Service Conditions (GSC) document, the service schedule and the mandate

Service provider

Coface UK Services Ltd and any successors, assignees, appointed agents and representatives of Coface UK Services Ltd.

GENERAL SERVICE CONDITIONS – POLICY MASTER & CASH MASTER

These conditions are applicable only where the S1 or S2 module is attached to your Insurance schedule

1. Definitions

Buyer

Refers to buyer covered under the **Contract** and which references have been validly entered on the **platform**.

Contract

The credit insurance **contract** between you and the *Insurer*;

Credit Limits

The amounts as defined in the **contract**.

Categories

The classification by the **Platform** of the **Invoices** according to their potential status of cover under the **Contract** as defined in Article 2.1 "Classifications" of these policy master and cash master general service conditions.

Confidential Information

All information provided by one party to another party, including but not limited to, the **Data**, the information contained in the **Certificates of Cover** the **Invoices** and the **Platform**

Cover Certificate

Cover certificates are generated by the **Platform** and sent to a **Credit institution** as defined in Article 3

Credit institutions

The eligible credit institutions as defined in Article 3.

Data

All the data and information that you enter into the **Platform**;

Invoices

Information relating to the invoices issued by you on your buyers, and incorporated into the **Platform**;

Identifiers

The User[s] identifier ("login") and the connection password ("password"), provided by us to enable you to gain access to the **Platform**;

Platform

Cofanet Policy Master Platform provided by the *Service entity*;

User[s]

Individual placed under your responsibility (employee, representative, etc.) and benefiting from your access to the **Platform** pursuant to the terms and conditions of this Module;

Third Party Users

Legal entities, particularly **Credit Institutions** and brokers, who have been granted access to the **Platform** after submitting a fully completed signed Accession endorsement.

2. Cofanet Policy Master

The **platform** will assist you in the analysis of your **buyers** by providing consolidated information related to the **Credit Limits** granted under your **Contract**, by prompting you of your notice and reporting requirements under the **Contract**.

Each time you enter **Data**, the **Platform** analyses the information related to your buyers and generates analyses and classifications as described below in order to help you to manage your **Contract**.

2.1 Transfer of Invoice Files

In order for the **Platform** to provide you with a useful and effective service, you must enter **Invoices** and **Data** into the **Platform** exactly as described below. Failure to enter **Invoices** and **Data** in a correct or timely manner will result in an ineffective **Platform** service.

Invoices and **Data** must be transferred in CSV format (with ";", "tab" and "vertical bar" separators).

- The Invoice file must include the following mandatory fields:
 - customer reference,
 - invoice reference,
 - invoice date,
 - invoice amount without VAT/Tax,
 - invoice amount with VAT/Tax,
 - currency,
 - due date,
 - amount in the event of a credit note
 - type of payment (if known)
 - easy number (if known)

Invoice file

<i>Customer reference</i>	<i>Invoice reference</i>	<i>Invoice date</i>	<i>Due Date</i>	<i>Payment type</i>	<i>Credit note reference (If any)</i>	<i>Easy Number</i>	<i>Amount with VAT/Tax</i>	<i>Amount without VAT/Tax</i>	<i>Currency</i>
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- Data relating to outstanding balances must include the following mandatory fields:
 - customer reference
 - invoice reference
 - invoice date
 - remaining amount due without VAT/Tax
 - remaining amount due with VAT/Tax
 - easy number (if known)

Balances file

<i>Customer reference</i>	<i>Invoice reference</i>	<i>Invoice date</i>	<i>Due Date</i>	<i>Easy Number</i>	<i>Remaining amount due (with VAT/Tax)</i>	<i>Remaining amount due (without VAT/Tax)</i>
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2.2 Classification

Each time you load **Data** into the **Platform**; the **Platform** will make a comparison between the **Data** that you have entered and the **Credit Limits** of your **Contract** and will classify your portfolio **Invoices** into one of five **Categories**:

- Category 1 – Covered Invoices
When the total outstanding amount of invoices entered for the **Buyer** in the **Platform** does not exceed the **Credit Limit** granted on the **Buyer**;
- Category 2 – Partially Covered Invoices
When the total amount outstanding for the **Buyer** after entering **Invoices** in the **Platform**, exceeds the **Credit Limit** by 50% or less;
- Category 3 - Partially Covered Invoices
When the total amount outstanding for the **Buyer** after loading **Invoices** in the **Platform**, exceeds the **Credit Limit** by more than 50%;
- Category 4 – Not Covered Invoices
Invoice on a buyer in default i.e. issued on a buyer after the notification of overdue account or after expiry of the time limit for notification of overdue account as provided in the schedule of the **Contract**; or **Invoices** issued to a buyer for which the **Credit Limit** has been refused, cancelled or withdrawn by you ;
- Category 5 - Unclassified
Invoice not covered according to the **Contract** criteria, including but not limited to: **Invoice** issued before the **Contract** enter into force, **Invoice** issued to a buyer excluded from the turnover/outstanding declaration , **Invoice** with a **due date** exceeding the *maximum credit period* as provided in the schedule of the **Contract**.

2.3 Support for the management of your contract

The **Platform** services described in 2.3.1; 2.3.2 and 2.3.3 constitute alerts only. The **Platform** will not automatically send declarations and requests to the *Insurer*. You remain responsible for complying with the obligations under your **Contract** to submit declarations and notices (including, but not limited to, the notification of overdue account and the turnover declaration) within the time periods specified in the **Contract**.

2.3.1 Credit Limits

Using the "Cover exceeded" function, the **Platform** classifies the **Buyers** of your portfolio into the one of the following **Categories**:

- Covered (Category 1),
- Partially covered (Categories 2 and 3)
- Not covered (Category 4)

You will be offered the option to request an additional **Credit Limit** on **Buyers** in category 4 by clicking on the dedicated link which will take you directly from your platform to the Insurer's interface to request additional Credit Limits.

2.3.2 Alerts on time limit for notification of overdue account

On the basis of the **Data** and **Invoices** that you have entered in the **Platform** alerts will be generated to identify **Invoices**, which should be subject to a Notification of overdue account. Once these alerts are issued, you can use the **Platform** to send the Notification of overdue account directly to the *Insurer*.

2.3.3 Turnover declaration

The **Platform** will calculate the total turnover invoiced on your **Buyers** grouped by country. You may send the Turnover declaration to the *Insurer* directly via the **Platform**.

This service is dependent on the **Data** and **Invoices** that you have entered in the **Platform** being accurate and complete. Any **Data** or **Invoice** not entered into the **Platform** and/ or any incorrect **Data** or **Invoice** entered into the **Platform** will impede the service.

3. Cofanet Cash Master

The Cofanet Cash Master is an additional functionality you can subscribe to. This optional functionality generates **Cover Certificates** at your request and sends them to the **credit institution** selected by you. These **Cover Certificates** detail the **Invoices** selected by you and covered by the *Insurer* under Categories 1, 2 and 3 (subject to compliance with the terms and conditions of the **Contract**).

The information provided in the **Cover Certificates** will be valid as of the date of issue and will reflect the **Data** entered by you into the **Platform** for the **Invoices** selected by you.

Cover Certificates will only be sent to a **Credit Institution** which must

- (i) Be the beneficiary of a loss payee assignment at the date of issue of the **Cover Certificate**, and
- (ii) Have provided the *Service entity* with a signed Accession endorsement.

You undertake to notify the *Service entity* in writing immediately in the event of a change in the **credit institution** (and/or contact details of the **credit institution**).

It is expressly agreed that the same **Invoice** can only appear in one **Cover Certificate**, for the attention of one **Credit Institution**.

3.1 Cover Certificate Template

Insurer

COMPAGNIE FRANÇAISE D'ASSURANCE
POUR LE COMMERCE EXTERIEUR S.A.
1, PLACE COSTES ET BELLONTE
99270 BOIS-COLOMBES
FRANCE

Addressee

[BANK COMPANY NAME]
[BANK FULL ADDRESS]
[BANK CITY]
[BANK POST CODE]

For the attention of

[BANK CONTACT TITLE] [BANK CONTACT
FIRST NAME] [BANK CONTACT LAST NAME]

Subject: Cover Certificate [Certificate no.] ref the insured:

[INSURED Company name]
[INSURED Full address]
[INSURED Post code]
[INSURED City]

Legal identifier: [INSURED Legal identifier]
Credit insurance contract: [Contract no.]
[Data Exchange Platform Contract no.]

Dear Sirs,

You have been designated as a beneficiary for cover certificates under the contract provided by COFACE.

On the date this certificate is issued, subject to the terms and conditions of the contract, and payment by the Insured of its premiums; the receivables selected by [INSURED Company name] on the buyer(s) below are covered, as follows:

On the date this certificate is issued, subject to the terms and conditions of the contract, and payment by the Insured of its premiums; the receivables selected by [INSURED Company name] on the buyer(s) below are covered, as follows:

**[BUYER 1 COMPANY NAME] [BUYER 1 FULL ADDRESS] [BUYER 1 POST CODE] [BUYER 1 CITY]
 [BUYER 1 COUNTRY] [BUYER 1 LEGAL IDENTIFIER]**

Invoice no.	Issue date	Due date	Amount without VAT/Tax	Amount with VAT/Tax	Currency	Category (1)	Type of cover (2)	Cover quota (3)
Total								

- (1) Corresponds to Categories 1-3 as defined in the Contract;
- (2) Corresponds to the Credit Limits as defined in the Contract;
- (3) Corresponds to the covered quota as defined in the Contract.

Summary Page 1:

Total of buyers (page 1)	Amount without VAT/Tax	Amount with VAT/Tax	Currency

**[BUYER 2 COMPANY NAME] [BUYER 2 FULL ADDRESS] [BUYER 2 POST CODE] [BUYER 2 CITY]
 [BUYER 2 COUNTRY] [BUYER 2 LEGAL IDENTIFIER]**

Invoice no.	Issue date	Due date	Amount without VAT/Tax	Amount with VAT/Tax	Currency	Category (1)	Type of cover (2)	Cover quota (3)
Total								

- (1) Corresponds to Categories 1-3 as defined in the Contract;
- (2) Corresponds to the Credit Limits as defined in the Contract;
- (3) Corresponds to the covered quota as defined in the Contract.

**[BUYER 3 COMPANY NAME] [BUYER 3 FULL ADDRESS] [BUYER 3 POST CODE] [BUYER 3 CITY]
[BUYER 3 COUNTRY] [BUYER 3 LEGAL IDENTIFIER]**

Invoice no.	Issue date	Due date	Amount without VAT/Tax	Amount with VAT/Tax	Currency	Category (1)	Type of cover (2)	Cover quota (3)
Total								

- (1) Corresponds to Categories 1-3 as defined in the Contract;
(2) Corresponds to the Credit Limits as defined in the Contract;
(3) Corresponds to the covered quota as defined in the Contract.

Summary Page 2:

Total of buyers (page 2)	Amount without VAT/Tax	Amount with VAT/Tax	Currency

Total of the invoices concerned by this Cover Certificate [certificate no.] by Categories (1 to 3):

	Amount excl. VAT	Amount incl. VAT	Currency
Category 1			
Category 2			
Category 3			
Total			

Categories 1 to 3 as set out in the contract

N.B.:

We remind you that if the invoices shown above fall within the scope of the contract, any claim payment will be dependent upon full compliance with the terms and conditions of the contract, and therefore issuance of this certificate is not an acknowledgement of indemnification.

Furthermore, the above invoices are those that have been selected by the Insured for this certificate; they do not necessarily represent all the invoices held by the Insured on the concerned buyer.

The information provided by this Certificate is purely indicative and is only an addition to the information that you have at your disposal elsewhere. You will remain solely responsible for decisions that you take on the basis of this information (particularly concerning financing of the said invoices) and the resulting consequences.

This information is confidential; you agree not to disclose it to any third party.

4. Obligations

In order for the **Platform** to deliver the services described in this document, you undertake to incorporate into the **Platform** all the **Invoices** and **Data** required within the time periods specified in your **contract** and in the format as specified in 2.1.

Any **Data** and/or **Invoices** entered into the **Platform** will be automatically rejected in the event the **Data** and/ or **Invoices**

- (i) Are not entered in accordance with the requirements specified in this document and/or

- (ii) Do not correspond do a buyer named on the **Platform**. You expressly acknowledge and understand that **Platform** services cannot be provided if you fail to enter on the **Platform** any **Data** and/or **Invoices** relating to such buyer. Additionally, you expressly acknowledge and understand that the Platform services may be inaccurate or incomplete if you have failed to ensure that the entry of **Data** and/ or **Invoices** into the **Platform** is current, accurate and complete.

You are expressly prohibited from

- (i) Reproducing permanently or temporarily all or part of the **Platform**,
- (ii) Altering the **Platform** directly or indirectly,
- (iii) Granting access to the **Platform**, directly or indirectly to a third party or external service provider unless you have our prior written agreement ,
- (iv) Using the **Platform** in any way which is inconsistent with these terms and conditions

5. Access to services of the platform

The **Platform**'s services are reserved for you and for your **Users**. To protect your access to the **Platform**, personal and confidential **Identifiers** will be sent to you after we issue your **contract**. You are fully responsible for the use of the **Identifiers** and must take all necessary measures to maintain the security and confidentiality of them and as such you acknowledge and agree that any action performed on the **Platform** with your **Identifiers** will be deemed performed by you and therefore binding upon you.

In the event of loss or theft of your **Identifiers**, you must notify the *Service entity* immediately by registered letter with acknowledgment of receipt. Any use prior to receipt of such notification will be your responsibility.

If you would like to grant access to your **Platform** to **Third Party Users** you must put your request in writing to the *Service entity* by means of a fully completed Accession endorsement which is published on our website. It will be necessary for both you and the **Third Party User** to sign this endorsement.

Once the signed Accession endorsement has been received and approved by the *Service entity* the **Third Party User** will be provided with a specific identifier for their use. Please note that completion and receipt of the Accession endorsement does not automatically entitle the **Third Party User** to have access to the platform - the *Service entity* reserves the right to refuse any **Third Party User** request.

5.1 Accession Endorsement Template:

Accession Endorsement

By completing this endorsement, the Insured requests that <<Third party name>> be approved by the Service entity to be an authorised third party user of the Cofanet Policy and Cash Master platform according to the terms and conditions set out in the policy master and cash master section of the General Service Conditions.

- (i) **Terms and conditions of Cofanet Policy and Cash Master**
Both parties understand that the insurance certificates known as "Cover Certificates" are issued for information only, are valid only on the day of issue, and cannot be considered as providing coverage and/or as a commitment of coverage on any specific claim. All coverage remains subject to the Contract terms and conditions.

Both parties also understand that the invoices detailed in the Cover Certificates have been selected by the Insured and do not necessarily represent all of the invoices held by the Insured with regard to the related buyer.

Both parties confirm that they are at all times solely responsible for any and all decisions made on the basis of the information provided in the Cover Certificates; including, but not limited to, the decision to provide or not to provide funding of the receivables, and its consequences.

(ii) **Confidentiality and use of identifiers**

Both parties undertake to maintain the confidentiality of all the data that will be available when accessing the Platform, the information contained in the Cover Certificates and the user identification and password that will be provided ; and agree not to disclose such information to any other parties. Both parties also understand that any operation performed on the Platform with these identifiers will be deemed carried out by them.

(iii) **Nature of the rights granted**

Through this endorsement both parties understand that they will be granted a personal, non-exclusive, non-assignable and non-transferable right to use the Platform throughout the term of the Contract signed by the Insured, or until termination of beneficiary status.

Both parties understand that this right to use the platform is granted subject to strict compliance with the terms and conditions of this endorsement and in no event shall use of the platform constitute the transfer of intellectual property rights in the platform or any information made available to us in the platform.

(iv) **End of the third party user rights**

Both parties understand that the user rights will automatically end at the earlier of (i) the expiry of the Contract signed by the Insured or (ii) in the event the Insured or the Service Entity revokes the designation of authorised user of the platform.

The third party user and the Insured hereby confirms that they have read and accept the terms and conditions related to use of the platform as contained in this endorsement and the policy master and cash master section of the General Service Conditions as published on the Coface Website on the date of signature of this endorsement.

Signed for and on behalf of << policyholder company name>> (Contract no:<< no>>)

Signature Name
Position Date

Signed for and on behalf of <<third party company name>>

Signature Name
PositionDate

6. Nature of the rights granted

The *Service entity* grants you and your **Users** a personal, non-exclusive, non-assignable and non-transferable right to use the **Platform** for the duration where the S1 or S2 module forms part of your **Contract** with the *Insurer*.

This user right is granted subject to compliance with the terms of this document and to the payment of the price set out in the **Contract** and does not in any way include the transfer of intellectual property rights to the **Platform**.

7. Liability

You acknowledge that as part of the performance of the services stipulated in this document, the *Service entity* is providing the services for your information, and to the extent you have complied with the obligations set above. In particular, it is expressly agreed that:

- the actions and alerts generated by the **Platform** under the Cofanet Policy Master functionalities are indicative and only constitute a support for the management of your **Contract**; you remain fully responsible for the proper execution of your contractual obligations under your **Contract** and any decision made (by you or the **Credit Institution** receiving the **Cover Certificates**) on the basis of information sent by the **Platform** and including **Cover Certificates**;
- the **Cover Certificates** issued under the Cofanet Cash Master are only valid on the date of issue (with the information provided being likely to change after the date the **Cover Certificate** is issued) and exclusively based on the information you have entered in the **Platform** (no guarantee of completeness); they only have an indicative value and the conditions of cover and indemnification will remain subject to the compliance with all the terms of the **Contract**;
- you remain solely responsible for the content and completeness of the **Data** included in the **Platform** and in particular for verifying the accuracy and authenticity of the **Data** and **Invoices**. You will be responsible for entering incomplete or inaccurate **Data** into the **Platform** or destruction or theft of **Data** using your **Identifiers**.

The *Service entity* cannot be held responsible in the event of;

- (i) damage and/or destruction of **Data** transferred, stored and/or exchanged through the **Platform** due to use of the **Platform** that does not comply with this document by your **Users** or **Third Party Users**,
- (ii) the unavailability or malfunction of the **Platform** due to an event of force majeure
- (iii) the use of your **Identifiers** or **Third Party Users**.

8. Loss

Each party will bear responsibility for the consequences of faults, errors or omissions directly made by them as well as the faults, errors or omissions of any of its sub-contractors which cause a real, personal, and direct certain loss to the other party.

Consequently, under no circumstances will the *Service entity* assume responsibility for indirect or unforeseeable loss or damage that you may suffer, including in particular any loss of profit; loss, inaccuracy or corruption of files or **Data**; commercial loss; loss of sales or income; loss of customers; or loss of opportunity, in relation to or arising from the non-performance or improper performance of the services.

9. Termination for breach

In the event of a material breach by either party in performing any of its contractual obligations, including the payment of the price as set out in the **Contract**; which is not remedied within thirty (30) calendar days from receipt of notification of the breach in question, will allow the other party to automatically terminate this service.

In the event of termination by the *service entity* for a breach of the conditions of this document, you must cease use of the **Platform** immediately and settle all amounts due for this service.

10. Confidentiality

Each party undertakes to keep confidential the **Confidential Information** it receives from the other party, and in particular;

- (i) not to disclose the **Confidential Information** of the other party to any third party whatsoever, other than your employees or agents, or the agents and employees of your affiliate companies, who need to know it, and
- (ii) only to use the **Confidential Information** of the other party to exercise its rights and fulfil its obligations under this document and the **Contract**.

The parties' obligations with respect to **Confidential Information** will remain in effect throughout the term of the **Contract** and for a period of five (5) years after the **Contract** ends. Moreover, the parties undertake to ensure their staff, and any employee or third party who may work with the **Platform** services in any capacity will comply with these provisions.

11. Personal Data

In addition to the data protection provisions attaching to your **Contract**, you acknowledge and agree that any personal data provided in the **Data** and **Invoices** will be hosted on the **Platform**. You undertake, as a controller, to comply with current regulations concerning the protection of personal data. You will indemnify us in case of any loss or damage resulting from the breach by you of your legal obligations in this regard.