

APPLICATION

FOR THE ONLINE SERVICES COFANET AND COFAMOVE

Coface, Niederlassung in Deutschland

Complying with the conditions on the reverse, we would like to make use of the Online Service.

Company

Street no.

Postcode, City

The following contracts are included:

Policy number:

a) _____

b) _____

c) _____

d) _____

e) _____

The following persons shall be admitted with an own password as user of the Online Services and are authorised to use CofaNet and CofaMove subject to the agreed conditions.

name: _____ e-mail: _____

phone: _____ fax: _____ authorised for contracts _____

name: _____ e-mail: _____

phone: _____ fax: _____ authorised for contracts _____

name: _____ e-mail: _____

phone: _____ fax: _____ authorised for contracts _____

name: _____ e-mail: _____

phone: _____ fax: _____ authorised for contracts _____

name: _____ e-mail: _____

phone: _____ fax: _____ authorised for contracts _____

Place, Date _____ Company stamp and signature _____

TERMS OF USE OF THE ONLINE SERVICES COFANET AND COFAMOVE

§ 1 SERVICE

1.1 Compagnie Française d'Assurance pour le Commerce Extérieur SA, Niederlassung in Deutschland (Coface) provides extra service to the user through its Online Services for the contracts concluded with one or more of its subsidiaries. The Online Services have been set up for the purpose of assisting the users in their communication with the respective contractual partner, with a particular focus on setting the stage for the fulfilment of contractual obligations as well as for rapid processing of applications, and this by means of state-of-the-art technology. Any decisions taken on screen via an Online Service shall be binding.

1.2 The online services are available to the user on a 24/7 basis. Coface expressly disclaims liability for any restrictions of the user's right to access and availability of the services, in particular, due to maintenance, interruptions, failure of the website or other malfunctions. Coface reserves the right to terminate or restrict access to its online services, part thereof or individual applications at any time or to exclude certain users from access in justified exceptional cases.

§ 2 AUTHORISED USERS

The user undertakes to inform Coface without undue delay of the persons licensed to use the product (authorised users) as well as of any changes with regard to such users. In particular, Coface must be informed in case of the termination of an authorized user's contract of employment with the user's company. In addition, the user shall ensure in this case that all passwords used up to this date are changed without delay.

§ 3 COSTS

As for the use of the Online Services, no extra fees shall be charged in addition to the fees stipulated in the respective contract. All costs arising in connection with peripheral equipment at the user's premises as well as all fees charged for the line connection shall be borne by the user.

§ 4 DUE DILIGENCE

4.1 When transmitting applications within the limits of the Online Services, the user undertakes to supply all information required – such information must be complete.

4.2 Where the company name and address – available to the user – of the customer in respect of which an application is to be made and the address stored in the data base of Coface are not fully identical, the user shall submit the address he has at hand jointly with the application.

§ 5 DATA PROTECTION/ CONFIDENTIALITY

5.1 The Online Services shall be rendered in compliance with the applicable provisions of the German Federal Data Protection Act (BDSG). The user shall be liable for any violations of the BDSG to the extent that such violations have occurred within its sphere of responsibility.

5.2 Pursuant to section 33 subsection 1 of the BDSG, the user as well as all of its authorised users (cf. § 2) are hereby informed that all data used will be stored and processed for documentation and settlement purposes.

5.3 The user undertakes to keep all and any information on EDP programs, processes used and related documents confidential, and to take

all required precautions in order to not disclose any such information to third parties. The user may use the data obtained for its own purposes only. The user will take adequate measures thereby ensuring that its employees observe confidentiality and comply with data protection rules, in particular, with respect to the proper use of the password:

- Each user has to utilise a personal password.
- The personal password must be kept strictly confidential and not disclosed to other staff, any third parties or staff of Coface under any circumstances.

§ 6 LIABILITY AND WARRANTY

Coface shall not be liable for any damage the user suffers as a consequence of password / access code abuse or loss; any cost arising in this connection shall be borne by the user. The access code may be changed at any time if the user so desires. Coface does not accept any warranty for the operability of technical devices and the EDP program.

§ 7 EXCLUSION

Failure to comply with the obligations contained herein shall entitle Coface to disable the Online Services immediately. This shall not affect any claims for damages that may arise.

§ 6 AUTHORISATION

Authority to access the Online Services shall automatically lapse upon expiry of the respective contracts.