

/ GLOBALLIANCE CREDIT INSURANCE

Sample documents – Irish law

This suite of sample documents should be read in conjunction with our Coface offer and modules which have been provided to you.

By accepting the offer you accept the terms and conditions as laid out in these documents, the modules and the offer.

If you are unclear of any feature, provision, clause or condition please contact your new business manager or call our customer relations team on +44 (0)1923 478157

Our suite of sample documents includes:

1. Insurance schedule
2. General provisions
3. Service schedule
4. General service conditions
5. Mandate

Schedule

Contract no: <<Contract no incl yr suffix>>

Insurer: Compagnie Française d'Assurance pour le Commerce Extérieur S.A.
1, place Costes et Bellonte
99270 Bois-Colombes
France

Insured: <<Co name>>
(Company number: <<no>>)
Address 1
Address 2
Address 3
Address 4

Broker: <<Co name>>
Address 1
Address 2
Address 3
Address 4

This contract consists of this document; the modules listed hereafter, the general provisions and the application form (or) the Broker Credit Risk Questionnaire and Coface Credit Control Questionnaire that you have submitted relating to the insurance cover under this contract.

Please note that the terms in **heavy type** are defined in the general provisions. The terms in *italics* have the value and meanings specified in this schedule.

These documents constitute the entire agreement between you (or when applicable, your broker acting on your behalf) and us and supersedes all prior agreements, understandings and representations whether oral or written unless agreed by us in writing.

Through this contract we will provide you with credit insurance cover and services. The contract applies to the sales you make in respect of the business activity and countries listed below in this schedule.

1 - Scope of this contract - insured percentage - cost of cover and services

1.1 Business activity insured

<<Activities we are covering>>

1.2 Countries covered

Zone 1 countries

<<list as appropriate>>

Insured percentage: <<value>>%

Premium rate: <<value>>% applicable to the turnover (VAT excluded) #

Zone 2 countries

<<list as appropriate>>

Insured percentage: <<value>>%

Premium rate: <<value>>% applicable to the turnover (VAT excluded) #

this line will be removed where the contract specifics states not applicable

1.3 Minimum premium payment

<<value>> per insurance period

This line will read "premium payment" where the contract specifics states premium rate is not applicable

1.4 Additional costs

You will be invoiced in the currency of your contract and additional costs are subject to VAT. We reserve the right to vary our costs from time to time by giving you prior notice

Credit limit and @rating costs

Invoices for credit limit and @rating costs will be raised quarterly in January, April, July and October for costs applicable to the previous quarter.#

SERVICE	GEOGRAPHICAL AREA								
	AREA 1			AREA 2			AREA 3		
	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR	USD
Credit Limit and @rating request	23.00	29.00	37.00	36.00	43.00	55.00	69.00	86.00	107.00
Credit limit and @rating quarterly monitoring	5.75	7.25	9.25	9.00	10.75	13.75	17.25	21.50	26.75

GEOGRAPHICAL AREA 1: United Kingdom, Ireland

GEOGRAPHICAL AREA 2: Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United States

GEOGRAPHICAL AREA 3: All other countries

where a fixed contribution for this service is applicable this table and sentence will be removed and replaced with: A fixed contribution of <<Currencyvalue>> to the costs incurred for setting and monitoring credit limits and @ratings."

2 - Maximum liability

<<value>> per *insurance period*

3 - Maximum credit period

<<value>> days starting from the date when the goods sold or the services performed are invoiced.

4 - Maximum invoicing period

<<value>> days starting from the **delivery** date or the actual performance of the services for which payment is due; or for export from the **shipment** of the goods, or, if the goods are already abroad, from the **delivery** date or the actual performance of the services for which payment is due.

5 - Time limit for notification of overdue account

<<value>> days starting from the date when the goods sold or the services performed are invoiced.

In case of extension of the **due date**, within the conditions set in article 2.2.3 of the General Provisions, the time limit is 30 days after the agreed new **due date**.

6 - Maximum claim period

To receive a claim payment, you must submit all supporting documentation requested by us within 6 months of your submission of a completed **notification of overdue account** form.

7 - Currency of this contract

The currency of this contract is <<currency>>

8 - Exchange rate

The exchange rate is the rate reported by the London edition of the Financial Times

9 - Duration of this contract

This contract comes into effect on the <<start date>> and the initial insurance period will run until <<end date>>.

This contract will then be renewed by tacit agreement for further insurance periods of one year unless either party notifies the other in writing not less than 30 days prior to the end of an insurance period.

10 - Modules and additional clauses

The following modules and clauses form part of this contract:

<<List as applicable – A module>>

<<List as applicable – B module>>

<<List as applicable – C module>>

<<List as applicable – D module>>

<<List as applicable – E module>>

<<List as applicable – F module>>

Disputed debt threshold

Notwithstanding Article 2.3.iii. of the General Provisions, cover can be maintained for deliveries made to a buyer on whom a **notification of overdue account** was or should have been given, when both of the following conditions apply:

- The buyer raises a **dispute** related to the amount due, and



- The amount of the dispute does not exceed, <<currency>>5,000 or 10% of the **debt**, whichever is the greater

If the dispute exceeds the greater of <<currency>>5,000 or 10% of the **debt**, or if after a period of six months from the date when the **notification of overdue account** was or should have been given the dispute is not solved and the disputed debt remains unpaid, you undertake to give us a **notification of overdue account** and no further deliveries will be covered.

Grace period

Notwithstanding any provision to the contrary in your B module, when we reduce or cancel an @rating or credit limit on a buyer, then the reduction or cancellation will become effective for any **deliveries, shipments** or performance of services carried out more than 30 days from the date of our **notice**.

The grace period is not cumulative with the binding orders period (if applicable), therefore if at the time of **notice** of cancellation or reduction there are binding orders awaiting **delivery** or **shipment** then the binding order period will apply.

11 - Jurisdiction and applicable law

This contract shall be governed by and construed in all aspects in accordance with the laws of Ireland, and each party hereby submits to the exclusive jurisdiction of the Irish courts.

Coface in Ireland is a branch of Compagnie Française d'Assurance pour le Commerce Extérieur SA registered in Ireland under number 905089 at Suite 5 Adelphi House, Upper Georges Street, Dun Laoghaire, Co. Dublin.

Compagnie Française d'Assurance pour le Commerce Extérieur SA (Coface) is incorporated in France with limited liability and is listed in the Trade Register of Nanterre (France) under no 552 069 791, the registered office is 1, place Costes et Bellonte, 92270 Bois-Colombes, France.

12 - Data protection

We refer you to the "Terms and Conditions" link on the homepage of our website which sets out our Data Protection Notice and forms part of this contract.

13 – Authorisation

Coface is authorised in France by the Autorité de Contrôle Prudentiel and is subject to limited regulation by the Central Bank of Ireland.

General provisions

Please note that in this contract:

- (i.) Terms in **heavy type** are defined on pages 6 to 8,
- (ii.) Values corresponding to the terms in *italics* are specified in the Schedule.

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1. The credit insurance cover

1.1. Commencement of cover

Provided that the **delivery** or the shipment of the goods, or the performance of the services, is carried out within the insurance period and that the corresponding invoices are sent to the buyer within *the* maximum invoicing period, the credit insurance cover we provide, for all undisputed debts to which the contract applies, will start as follows:

(i) For sales of goods

- In your country: on delivery,
- For export: on shipment of the goods, or, if the goods are already abroad (on consignment, in bonded warehouse or exhibited at a trade fair) on delivery.

(ii) For services

- On performance of the services for which payment is due.

1.2. Exclusions

1.2.1. This contract does not cover any sales contract you make with a private individual or with an associated company.

1.2.2. This contract does not apply to any sales contract under which payment is to be received:

- (i) Before delivery in your country and before shipment for export sales,
- (ii) By means of an irrevocable letter of credit confirmed by a bank registered in your country.

1.2.3. This contract does not cover any loss:

- (i) Which is in excess of the credit limit,
- (ii) Where you have not complied with any terms which may be attached to the credit limit,
- (iii) Relating to deliveries, shipments or performance of services made after we have refused or cancelled a credit limit,
- (iv) Relating to deliveries, shipments or performance of services made with:
 - A buyer for whom a notification of adverse information or overdue account has, or should have been given, if the debt remains unpaid,
 - With your prior knowledge, a buyer already declared insolvent,
- (v) Arising from a failure, by you or any one acting on your behalf, to fulfil your obligations under any clause or condition of the sales contract,
- (vi) In the case of cash against documents sales, arising from the loss of control over the goods as a result of your failure to comply with any applicable rule or custom,
- (vii) Relating to deliveries, shipments or performance of services made without the necessary licence or, more generally, in violation of any applicable law or regulation,
- (viii) Arising directly or indirectly from:
 - Nuclear explosion or contamination, whatever its origin,
 - A war, whether declared or not, between two or more of the following countries : France, People's Republic of China, Federation of Russia, The United Kingdom, The United States of America.
- (ix) Sustained on interest for late payment or any penalties or damages.

1.2.4. Moreover, concerning the sales contract made with buyers domiciled in your country, this contract does not cover any loss arising from:

Sales contracts made with government departments and local authorities,

Consequences of a decision taken by the government of your country that hinder the execution of the sales contract or prevent the payment of the debt.

2. Risk management

2.1. General Principles

You must exercise due care in granting credit to your buyers, with regard to both the amount and the period of credit, and must manage all business which is covered under this contract with at least the same diligence and prudence as you would reasonably be expected to exercise were it not insured. You must also use all reasonable endeavours to preserve your rights against both your buyers and any third parties.

You must keep for your own account any portion of the risk not covered by us, unless we agree in writing.

2.2. Credit Period

2.2.1. The initial credit period you grant your buyers must not exceed the *maximum credit period*.

2.2.2. You may grant one or more extension periods, providing that the total duration of the credit period does not exceed the *maximum credit period*.

2.2.3. You must obtain agreement from us before you extend a due date:

- (i.) If the extended due date falls outside the *maximum credit period*,
- (ii.) For a buyer whom we have cancelled a credit limit,
- (iii.) For a buyer for whom a notification **of** overdue account has, or should have, been made.

2.3. Notifications of Adverse Information or Overdue Account

You must notify us in writing:

- (i.) As soon as you become aware of any adverse information concerning a buyer,
- (ii.) As soon as you have information indicating that a buyer has become insolvent,
- (iii.) Of any overdue account which remains unpaid at the time limit for notification of overdue account. In the case of cash against document sales, you will send us a notification of overdue account within 30 days of the arrival of the documents and the goods at the place of delivery.
- (iv.) Immediately of any sums you *receive* after you have notified us of an overdue account.

2.3.1. In case of **overdue account** you must take all measures as may be considered necessary, whether by you or by us, to prevent or minimise the consequences of the claim. You must pursue diligently and in good time any rights you may have over, including rights to recover goods or to protect your or our rights or to secure the payment of the **debt**.

3. Claim payment

3.1. Payment level

We will pay the insured percentage of the net debt or of the credit limit if the net debt exceeds the credit limit.

3.2. Conditions of payment

The claim payment can only be made if you have duly complied with all the terms of this contract and have sent us all written evidence of the debt and any security obtained and, if applicable, of the insolvency of the buyer.

3.3. Subrogation

We shall have full rights of subrogation to all your rights and actions in relation to the principal and the interests of the insured debt and to the security attached to it. You will give us any documents or titles we may require to exercise this subrogation effectively and will make any assignments or transfers required in our favour.

The subrogation will not relieve you of your obligation to take any such measures as may be deemed necessary to recover the debt and to comply with our instructions.

3.4. Disputed debts

In the event of a dispute arising in connection with the debt, cover is suspended in respect of a claim until the dispute is resolved in your favour by arbitration or by a final court decision, binding on both parties and enforceable in the buyer's country.

3.5. Return of payment

We may require a claim payment to be returned to us if it subsequently appears that such a claim should not have been paid under the provisions of this contract and if, in the case of insolvency of the buyer, the debt is not subsequently admitted to rank for payment in the insolvency.

3.6. Maximum liability

The total amount paid in respect of the claims relating to debts arising from risks in a single *insurance period* will not exceed the maximum liability.

4. Assignment of the rights under this contract - assignment of debt

You may only assign your rights to payment of claims to a third party (namely the Loss Payee) with our prior written consent. Your obligations under this contract will remain unaffected. The loss payee will have no more rights to payment than you, and our rights under this contract shall continue to be exercisable notwithstanding the assignment.

You may assign the debts to the financial institution acting as the loss payee, provided that you have assigned the right to payment of claims as described above.

5. Payments

You will pay all amounts due from you under this contract as they fall due and will not be able to offset any payment you may consider we owe you, even if we recognise that a claim is payable.

The payment of the premium will not alone give us the obligation to pay for a loss, as the loss will in any case be subject to the terms of this contract.

6. Currency

If the invoices are issued in a currency other than the currency provided for in the Schedule, the receipts will be converted into the currency of this contract, as follows:

For calculating the net debt:

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.

2. For the amounts recovered after payment of claim:

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

7. Advising us of changes

You must inform us within 10 days of any substantial change in the information given in the application form, particularly in the nature or the scope of your activities or in your legal status.

We reserve the right, if your company is in state of insolvency or in case you cease your business activity, to terminate this contract with effect from the relevant event.

8. Right of discovery

You undertake to allow us to exercise the right of discovery, and particularly you will provide us with any documents and/or certified copies relating to your sales contracts and will allow us to make any check, including verifying whether you have fulfilled your obligations and made your declarations in a complete, exact and truthful manner.

9. Observance of the terms of this contract

If you do not pay the premium, in whole or in part, within fifteen days of receiving a registered reminder from us, cover will be suspended for all of the debts. Cover will not be valid again until the full amount of the premium and the applicable interests and costs have been paid. We also reserve the right to terminate this contract.

We have the right to terminate this contract, refuse to pay any claim and require any claim payment to be returned to us if any statement you made to us was false or incomplete especially when you applied for this contract, when you made a request for a credit limit or when a cause of loss occurs.

Any other failure to fulfil your obligations under this contract will forfeit your right to cover for the debts concerned and if a claim payment has already been made for this debt, you undertake to reimburse us for such payment.

In the event of the cover is, due to the non-observance of the terms specified in this contract, forfeited, suspended or in case of termination of this contract, no return of premium will be made by us and all premium payable will be immediately due.

10. Definitions

Adverse information

Any event you may become aware of which has led or may lead to a deterioration of your buyer's financial situation.

Associated company

Any company directly or indirectly controlled by you, or which controls you directly or indirectly or is controlled directly or indirectly by the same company as controls you.

Cash against documents sales

Sales where the applicable terms of payment provide that you will keep title to the goods until full payment has been made to the body responsible for handing the documents of title over to the buyer.

Debt

Amount of one or more invoices owed by the buyer under a sales contract and falling within the scope of this contract.

Delivery

The goods are considered delivered when they have been made available to the buyer or any person acting on his behalf, at the place and on the terms specified in the sales contract.

In the case of cash against documents sales, delivery occurs when the goods and documents of title arrive at the place of delivery.

Dispute

Any disagreement regarding the amount of a debt or the validity of your rights or debts, including any disagreement about setting off sums you may owe your buyer.

Due date

Date when the buyer must pay for his **debt** according to the **sales contract**.

Insolvency

Insolvency shall be deemed to occur in any of the following cases:

- (i.) The buyer has been declared bankrupt;
- (ii.) A resolution is passed to wind the buyer up;
- (iii.) An order for the winding up of the buyer has been made on the ground that he is insolvent;
- (iv.) An order for Administration of the buyer's affairs has been made by a court for the benefit of his creditors;
- (v.) The buyer has made a valid assignment, or composition or other arrangement for the benefit of his creditors generally;
- (vi.) In the course of execution of a judgement obtained against the buyer, the levy of execution has not satisfied the **debt** either in full or in part;
- (vii.) A Receiver is appointed on behalf of debenture holders or other creditors or the buyer;
- (viii.) Such conditions exist as are, by any other system of law, substantially equivalent in effect to any of the foregoing conditions.

And references to the buyer being insolvent shall be construed accordingly.

Net debt

Corresponds to the balance of a loss account including:

On the debit side

The amount of the invoices, covered under this contract, issued for the goods sold or services performed, including, as appropriate:

- (i.) The VAT, if this tax is covered under this contract,
- (ii.) Any interest payable up to the due date, but none that accrues thereafter,
- (iii.) The packing, transport, insurance costs and any taxes owed by the buyer, with the exclusion of any interests for late payment and any penalties or damages ;

On the credit side

The amount of any **recoveries** received by you or by us up to the date of drawing up of the loss account and the total amount of the expenses that you did not have to pay as a result of the loss.

Non-payment

Non-payment of the **debt** by the buyer on the date, in the currency and in the place specified in the **sales contract**.

Notice / Notification

The date you or we receive a written notice from us or you at your or our administrative address by mail, telex or fax.

Overdue account

When a **debt** to which the contract relates has not been paid on the date, in the currency and in the place specified in the **sales contract**.

Private individual

Refers to a person who buys goods or services for a purpose other than the purpose of his professional activity.

Recoveries

Any amounts received from the buyer or a third party in connection with the **debt**, whether before or after the claim payment has been paid, including:

- Any interest you or we receive on late payment,
- Any **security** you or we realise,
- Any credit note that you raise,
- Any value arising from the exercise of any set-off,
- Any proceeds of goods you have, or could have, recovered or kept. Where goods have or could have been recovered or kept the value of the proceeds is the actual value you have obtained or 50% of the invoice value - unless other percentage specified - where that is greater.

**Sales contract**

Any agreement in any form which is legally binding upon the buyer and the seller and which is for the sale of goods or services against payment of a price.

Sales made on approval and consignment sales are not considered as sales contracts.

Security

Any mortgage, charge, pledge, lien, personal guarantee or other encumbrance securing any obligation of a buyer.

Shipment

Goods are considered shipped when they are handed over to a third party - generally a carrier - to take them to the place of delivery specified in the sales contract.



Service schedule

Client <<Co name>> (The "*Client*"); and
Service provider **Coface Ireland Services Ltd**

The **Service Agreement** between you and us consists of this document, the mandate and the General Service Conditions.

Terms in **heavy** type-face are defined in the General Service Conditions. Values corresponding to the terms in *italics* are specified in this document.

All reference to "we", "us" and "our" shall be construed as the **Service provider**, Coface Ireland Services Ltd

All reference to "you" or "your" shall be construed as the client as identified in this service schedule

The commercial debt collection service is provided subject to the conditions hereafter described in this schedule, and the General Service Conditions.

1. **Scope of this service agreement**

1.1 Business activity
<<same as insurance schedule>>

1.2 **Countries**
Debt collection will be available for these countries:
<<same as insurance schedule>>

2. **Service description – disclosed debt collection**

We will undertake **debt** collection on behalf of and in the name of, you, the client.

During the pre-legal period, we will report weekly to you **debts** exceeding 100k; and monthly for other values, and at the end of such pre-legal phase.

During the legal steps, all **debts** will be reported to you monthly.

Workflow

Pre-legal period (30 days maximum):

Phase 1 – first written collection reminder issued

Phase 2 – Telephone collection activity

Phase 3 – Second written collection reminder issued

Phase 4 – telephone collection activity

These steps should be regarded as a recommendation only

At the end of the pre-legal period

Potential recovery assessment – review of actions taken during the amicable phase, recommendations for next action; for instance start of legal action with an estimate of costs to be provided for such legal action or close the file.

Web access – View-only online capability to view the status of all accounts, add comments and provide direct feedback and attach relevant supporting documentation.

Reports

Online self-service – 24/7 access via secure website which enables review of case status, sending and receiving emails to your collector and the attaching of supporting documentation such as copy invoices.

3. Fees and expenses

We shall charge collection fees ("*The Fees*") calculated as a percentage of the **debt** when passed on for recovery with a minimum of EUR 150 (OR GBP 130 / USD 200) and a maximum of EUR 5,000 (OR GBP 4,380 / USD 6,620)

1.5% applicable to **debts** passed for recovery when the **debtor** is insolvent at that date

4.5% applicable to **debts** when the **debtor** is not insolvent

Interest at an annual rate of 8% above the European Central Bank Base Rate (pegged on January 1st or July 1st – whichever is the most recent) will accrue daily and be calculated on a daily basis on all sums owed by you from invoice due date until payment. *The Fees* are subject to change with prior notice.

Additional fees

- Expenses and legal fees are charged according to the cost price. In general, collection procedures which generate expenses are pre-negotiated with you.
- Expenses incurred by us for services shall be reimbursed by you if they cannot be collected from the **Debtor**.
- All fees are subject to VAT at the applicable rates.

4. Duration of the agreement

This **service agreement** comes into effect on <<start date>> for a minimum period of 12 months, after which it will be renewed automatically for 12 months unless either party **notifies** the other not less than 30 days before the end of the current **service agreement** period.

Debts placed for collection but not collected or closed at time of termination will be handled under the terms of this **service agreement**.

5. Limitation of liability

<<Currencyvalue>>

6. Applicable law and jurisdiction

The Courts of Ireland shall have exclusive jurisdiction in respect of any dispute arising in connection with this **service agreement**. This **service agreement** will be governed by the laws of Ireland, and will be construed in accordance with Irish Law.

Coface Ireland Services Ltd is registered in Ireland; company no 345298 at Suite 5 Adelphi House, Upper Georges Street, Dun Laoghaire, Co. Dublin

7. Authorisation

We warrant that we are authorised to carry out the services to be provided under this **service agreement** and have obtained all necessary permissions, consents and licenses necessary for the full and legal operation of this **service agreement**.

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

Customer reference	Invoice reference	Invoice date	Due Date	Payment type	Credit note reference (If any)	Easy Number	Amount with VAT/Tax	Amount without VAT/Tax	Currency
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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

Customer reference	Invoice reference	Invoice date	Due Date	Easy Number	Remaining amount due (with VAT/Tax)	Remaining amount due (without VAT/Tax)
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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

Position Date

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.



Mandate

Between

<<Client name>>

Hereafter referred to as 'the client'

And

Coface Ireland Services Ltd

Hereafter referred to as 'the service entity'

And

Compagnie Française d'Assurance pour le Commerce Extérieur S.A.,

Hereafter referred to as 'Coface',

1. The client hereby appoints Coface, to settle on its behalf the fees and expenses or costs, hereafter referred to as 'Fees', related to the collection of totally or partially insured debt, which will be invoiced to the client by the service entity under the terms of the commercial debt collection agreement hereafter referred to as the "service agreement".

It is understood that the client remains liable and therefore agrees to pay the service entity all fees that the latter will have invoiced under the terms of the service agreement for the collection of the debts not insured by Coface.

The client accepts and authorises Coface to off-set its share of fees against any claim payment due and, if this claim payment does not cover the whole of the debt to Coface, to deduct the remaining balance due, from the amount eventually collected.

In general terms, the client agrees to reimburse Coface with all amounts due under the terms of the service agreement which remain at his charge, and in any event to pay Coface the fees which Coface may have unduly paid on its behalf.

2. For this purpose the client authorises the service entity to provide Coface with a (certified) copy of all invoices for fees incurred during the collection of its totally or partially insured debts under the terms of the aforementioned credit insurance contract, given that the service entity will at the same time send to the client the original invoices concerned.

3. The client instructs the service entity to settle the amounts collected from its debtors in the hands of Coface which is expressly mandated for this purpose, where insured and/or partially insured debts are concerned.

The client also agrees that, where it receives any sums directly from one of its debtors, it will notify and transfer them upon request to Coface, and instructs the latter to allocate part of them to the reimbursement of the share of the fees for which it is liable to Coface.

4. The client also instructs the service entity to provide Coface with all reporting items.

5. The client mandates Coface to forward to the service entity, all relevant invoices and statements relating to debts to collect that should be previously provided to Coface.