

General Conditions

**Non-Payment risk
Lease, extended cover**

**GC 710/10
Abroad**

| Inhoud | | pagina |
|-----------|--|--------|
| Part I. | Definitions | 3 |
| Part II. | Description of cover | 4 |
| | Article 1. Risk covered | 4 |
| | Article 2. Exclusions | 4 |
| | Article 3. Basis for the insurance | 5 |
| | Article 4. Allocation of payments | 5 |
| | Article 5. Duration of Insurer's risk | 5 |
| | Article 6. Covered percentage and maximum indemnification | 5 |
| | Article 7. Conditions for indemnification | 5 |
| Part III. | Management of the risk | 6 |
| | Article 8. General obligations of the Insured | 6 |
| | Article 9. Reporting obligations of the Insured | 7 |
| | Article 10. Insured's Disclosure Obligation | 7 |
| | Article 11. Premium | 7 |
| | Article 12. Sanctions | 8 |
| Part IV. | Claim settlement | 8 |
| | Article 13. Claims procedure | 8 |
| | Article 14. Possibility of advance indemnification in the event of a dispute | 9 |
| | Article 15. Calculation of indemnification | 9 |
| | Article 16. Proceeds after payment of indemnification | 10 |
| Part V. | Other provisions | 10 |
| | Article 17. Minimum National content and its calculation | 10 |
| | Article 18. Exchange rates | 10 |
| | Article 19. Rescheduling | 11 |
| | Article 20. Assignment or pledge of rights under the Insurance Agreement | 11 |
| | Article 21. Transfer of the insured interest | 11 |
| | Article 22. Scope of Insurer's liability | 11 |
| | Article 23. Communication | 11 |
| | Article 24. Applicable law and jurisdiction | 11 |

This is an English translation of the Dutch original. In case of any discrepancy between the original and the translation, the original Dutch text will prevail.

Part I. Definitions

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| Insurer | the State of the Netherlands |
| Atradius | The naamloze vennootschap (public limited company) Atradius Dutch State Business, which pursuant to Article 3, sub-section 5 of the Kaderwet financiële verstrekkingen Financiën (Enabling law on financial Supplies by the Ministry of Finance), enters into insurance agreements and issues in the name and for the account and risk of Insurer guarantees to Dutch exporters, investors and financiers of export and investments and manages these insurance agreements and guarantees for the account and risk of Insurer, including, but not limited to, the settlement of insurance claims and the pursuance of collection activities. |
| Lease Agreement | The contract concluded between the Insured and the Buyer, particulars of which are given in the Schedule. |
| Effective date of the Lease Agreement | The date on which the Lease Agreement was signed by the Insured and the Buyer or, if the Agreement contains conditions regarding the effective date, the date on which such conditions are fulfilled. |
| Insurance Agreement | The agreement, concluded between the Insured and the Insurer, consisting of the Schedule, these General Conditions, particular conditions and possible appendices. |
| Schedule | The policy document, in which the particulars of the Insurance agreement are specified. |
| Leased Asset | goods and/or services that have been made available to the Buyer in accordance with the Lease Agreement. |
| Credit Risk | The risk of not receiving payment of Insured Receivables insofar as the Leased Asset has been delivered to the Buyer. |
| Insured Receivables | The amount(s) receivable by the Insured from the Buyer under the Lease Agreement relating to the instalments in which the lease payments must be paid. |
| Payment Received | A payment shall be deemed to have been received by the Insured when i) an amount in euros has been credited to the Insured's euro account with a bank in the euro area, or ii) if the Insured has elected to receive payment in foreign currency, an amount in the chosen foreign currency has been credited to the Insured's foreign currency account with a bank in any country. |
| Insolvency | Exclusively, any of the following situations: <ol style="list-style-type: none">1. the Buyer is declared bankrupt;2. the Buyer is granted temporary or permanent suspension of payment;3. a settlement out of court offered by the Buyer is accepted with the agreement of Insurer;4. enforcement of a judgment which has not or not fully resulted in payment of the Insured Receivables;5. a judicial debt-repayment arrangement has been imposed on the Buyer; as well as procedures or situations abroad whose effect is comparable with bankruptcy, suspension of payments or a judicial debt-repayment arrangement. |
| Moratorium | General suspension of debt repayment announced by the government of the country of the Buyer or by the government of another country through which the payment of an Insured Receivable has to be made. |
| Transfer Problems | Statutory or administrative measures outside the Netherlands which prohibit local deposits, or a situation in which the transfer of amounts deposited by the Buyer or its guarantor is prevented or delayed as a result of political events, economic difficulties, shortages of foreign currency, or statutory or administrative measures outside the Netherlands. |
| Conversion Problems | A generally applicable measure taken in the country of the Buyer or its guarantor whereby a deposit made by the Buyer or its guarantor would discharge him, but at the time of transfer generates less than the amount receivable when converted into the currency of the Lease Agreement as a result of a change in exchange rate, or the application by the government of the country of the Buyer or its guarantor of a conversion rate which is less favorable than the generally-used reference rate for converting local currency into a convertible currency. |

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| Force Majeure | An impediment not attributable to the Insured and/or the Buyer to the performance of the Lease Agreement by the Insured, or an impediment to payment of the Insured Receivables as a result of the occurrence outside the Netherlands of, for example: <ul style="list-style-type: none"> a. international measures: resolutions by international organizations that the Netherlands is obliged to implement; b. war: war, civil war, revolution, civil disturbance, terrorism and sabotage; c. general strike; d. catastrophe: hurricane, earthquake, volcanic eruption, flood or other type of natural disaster; e. nuclear disaster: nuclear fusion, nuclear fission or radioactive contamination; f. epidemic. |
| Government Intervention | An impediment not attributable to the Insured and/or the Buyer to the performance of the Lease Agreement by the Insured, or an impediment to the payment of the Insured Receivables as a result of measures, actions, decisions or default of a foreign government, other than Moratorium, Transfer Problems, Conversion Problems or Force Majeure. |
| Protracted Default | The fact that the Buyer has not paid an Insured Receivable by the date of the expiry of the Waiting Period to the extent that the non-payment is not a consequence of Insolvency, Moratorium, Transfer Problems, Conversion Problems, Force Majeure or Government Intervention. |
| Waiting Period | The period after the expiry of which the Insured is entitled to make a claim for indemnification. The period, which is specified in the Schedule, shall start on the due date of the relevant Insured Receivable. |
| National content | The difference between the contract price and the price of the goods and/or services obtained from abroad. Also, goods and/or services of foreign companies that are part of the same group as the Insured may count as national content, provided that the mother company is based in the Netherlands. |

Part II. Description of cover

Article 1.

Risk covered

The insurance shall cover the Credit Risk to the extent specified in the Schedule, as a as a direct result of:

1. Insolvency;
 2. Moratorium;
 3. Transfer Problems;
 4. Conversion Problems;
 5. Force Majeure;
 6. Government Intervention;
- or
7. Protracted Default.

Article 2.

Exclusions

- a. A loss shall not be eligible for indemnification if it is a result of:
 1. errors or omissions in the wording of the Lease Agreement and/or the security specified in the Schedule under Particulars of the Lease Agreement;
 2. agreements entered into between the Insured and the Buyer or a guarantor which deviate from the Lease Agreement;
 3. actions of intermediaries, with the exception of the collecting bank;
 4. any transport damage, damage which occurred during transport or any other damage to the Leased Asset;
 5. tax obligations of the Insured in the country of the Buyer;
 6. settlement of a Payment Received at an exchange rate other than that prevailing on the effective date of the Lease Agreement;
 7. conclusion and/or purchase of a foreign exchange forward contract or other financial instruments aimed at controlling the foreign exchange risk;

8. the absence of any licence required by the Insured and the absence of any licence required by the Buyer, unless the Insured shows that it exercised due diligence in establishing that the Buyer had obtained all the required licences before the effective date of the Lease Agreement, except those which cannot under the regulations generally applicable in the country of the Buyer, be obtained until a later date;
 9. seizure of the Insured's assets by creditors.
- b. A loss resulting from claims made under bank guarantees provided on behalf of the Insured is also not eligible for indemnification.

Article 3.

Basis for the insurance

The information supplied by the Insured for the purpose of effecting the Insurance Agreement shall serve as the basis for the insurance. The Insured is responsible for the conformity between the Lease Agreement and/or the securities as laid down in the Schedule and what has been stipulated in the Insurance Agreement, irrespective of the fact if the documentation regarding the Lease Agreement and/or the securities have been submitted to the Insurer or have been at their disposal.

Article 4.

Allocation of payments

Under the terms of the Insurance Agreement, each Payment Received will be deemed to have been in settlement of the oldest outstanding receivable.

Article 5.

Duration of Insurer's risk

- a. The Insurer's risk shall start for each Insured Receivable as soon as and insofar as the goods and/or services have been delivered to the Buyer.
- b. The Insurer's risk shall end as soon and insofar as the Insured has received the payment of the Insured Receivables.

Article 6.

Covered percentage and maximum indemnification

- a. Insurer shall pay the covered percentage of the loss as specified in the Schedule, calculated in accordance with Part IV of this Insurance Agreement.
- b. The total of all indemnification under this Insurance Agreement shall not exceed the amount specified as the "Maximum indemnification payable" in the Schedule.
- c. If the calling of bonds is also insured under supplementary cover to this Insurance Agreement, indemnification under that supplementary cover shall not limit the indemnification under this Insurance Agreement.

Article 7.

Conditions for indemnification

- a. The Insured shall be entitled to claim indemnification only if:
 1. the Insured has fulfilled all its obligations to the Buyer and any guarantors on time, including making the Leased Asset available to the Buyer, no later than on the ultimate date stated in the Schedule;
 2. the Insured has complied with all statutory and administrative obligations to which it is subject in the country of the Buyer with respect to performance of the Lease Agreement;
 3. the Insured's (manufacturer's) account was credited for all instalments, as stated in the Schedule under Payment Conditions, due at the time the Lease Agreement came into effect;
 4. the Guarantees specified in the Schedule under Security have been issued for the lease instalments specified in the Schedule, in such a way that each guarantor may be held liable for the full amount as if he were the principal debtor and not merely a guarantor;

5. the Leased Asset is insured against customary risks, including in any case, damage to, destruction or loss of the Leased Asset, molest and liability for damages to third parties;
 6. the Insured has not committed, encouraged, been involved in or knowingly benefited from any bribery - as defined in Article 177, 178, 178a and 328ter of the Dutch Criminal Code - in connection with the conclusion or execution of the Lease Agreement. If the Insured has not complied with this condition, the Insurer has the right to terminate the Insurance Agreement without refunding any premium, and the Insured shall repay to the Insurer any indemnification it has received.
- b. The Insured is not entitled to claim for damages if, at the time the insurance coverage came into effect for the relevant Insured Receivable, the Insured was aware of or ought reasonably to have been aware of any fact or circumstance referred to in Article 9a sub-paragraphs 1-3.
The Insured is furthermore not entitled to claim for damages if - based on the situations referred to in Article 9a sub-paragraphs 4 or 5 - the Insurer had informed the Insured, prior to the effective date of coverage for the relevant Insured Receivable, that the insurance risk for this Insured Receivable was no longer acceptable.
 - c. the Insured may not enforce any entitlement to indemnification insofar as the loss is connected with a dispute between the Insured and/or manufacturer on the one hand and the Buyer or a guarantor on the other hand. See also the advance indemnification provisions referred to in Article 14.
 - d. Insurer shall not invoke the conditions referred to in a. sub-paragraphs 1 and 2 if the non-fulfilment is a result of:
 1. Force Majeure;
 2. Government intervention; as well as
 3. The situation referred to in Article 9a.
 This exclusion applies only to Insured Receivables for which insurance coverage had already come into effect at the time the events or circumstances stated in d. sub-paragraphs 1 - 3 occurred.

Part III.

Management of the risk

Article 8.

General Obligations of the Insured

The Insured is obliged to:

- a. retain as its own risk the percentage not covered by Insurer, insofar as Insurer has not approved the transfer of this own risk to third parties;
- b. take debt-collection measures, in consultation with Insurer, and also to take any measures which are necessary to prevent or mitigate a loss;
- c. comply with the instructions of Insurer regarding the management of the risk and the debt-collection policy to be pursued, without the Insured being able to demand remuneration for its normal office and employee expenses.
This obligation means inter alia that:
 1. on the instructions of Insurer the Insured will take measures in its own name, even after indemnification has been paid to the Insured;
 2. the Insured may not proceed to reclaim the Leased Asset without consent of the Insurer.
- d. transfer the debt collection to Insurer on request;
- e. pay to Insurer all proceeds (see Article 15c) received in connection with the Lease Agreement after indemnification;
- f. to stipulate in the Lease Agreement that the Leased Asset can be reclaimed if any Insured Receivable has not been received within 30 days after the due date;
- g. within a reasonable period of time, furnish or allow the Insurer - or a third party acting in the Insurer's

name or on its behalf - access to as well as provide it with a copy of all documents and records at the Insured's disposal and those which it can reasonably obtain, which the Insurer deems necessary in order to verify whether the Insured is complying with its obligations under the Insurance Agreement and/or whether all conditions for indemnification have been met. If the Insurer deems that the Insured is unco-operative or lacking in co-operation with respect to such a request for information, the Insurer has the right to take action. If documents or records show that the Insured is not complying or has not complied with one or more of its obligations under the Insurance Agreement, the Insured shall, on first demand, reimburse all reasonable costs incurred by the Insurer for engaging a third party as referred to above.

Article 9.

Reporting obligations of the Insured

The Insured is obliged to:

- a. notify Insurer immediately as soon as it is informed or ascertains that:
 1. the Buyer is requesting a change in the conditions of payment or a postponement of payment;
 2. it has not received payment 30 days after the due date of any amount receivable from the Buyer;
 3. the Buyer no longer wishes to accept the Leased Asset;
 4. detrimental information about the Buyer or a guarantor has become known;
 5. other circumstances have occurred as a result of which a loss may arise;
 6. there are facts or circumstances which have or might have an adverse effect on either the social and environmental impacts related to the performance under the Lease Agreement or on the risk of bribery.
- b. keep Insurer informed of the performance under the Lease Agreement, and to report the delivery of Leased Asset and the determination of a price increase within 30 days of such events taking place;
- c. keep Insurer promptly notified of changes in the circumstances listed in (a).

Article 10.

Insured's Disclosure Obligation

- a. When entering into the Insurance Agreement, the Insured is bound by a disclosure obligation. Prior to the conclusion of the Insurance Agreement, the Insured is obliged to notify the Insurer, whether or not requested to do so, of all facts and information of which the Insured was aware or ought to have understood was or might be relevant for the assessment of (i) the risk to be insured, (ii) the (potential) social and environmental impacts related to the performance under the Lease Agreement or (iii) the risk of bribery.
- b. The statements in the articles 7:928, 7:929 and 7: 930 of the Dutch Civil Code about the reporting obligations, when concluding an insurance agreement, are not applicable to this Insurance Agreement.

Article 11.

Premium

- a. The Insured is obliged to pay the premium and the costs payable by the due date. In the event of a loss, such part of the premium that has not yet fallen due shall immediately become payable.
- b. If Insurer agrees to an amendment to the Lease Agreement which only leads to a change in the amount of the Lease Agreement, Insurer shall adjust the premium on a pro rata basis. If Insurer agrees to other amendments to the Lease Agreement which lead to a change in the risk of Insurer, the relevant premium shall be determined by Insurer..
- c. If the Insured is not entitled to indemnification due to a failure to comply with the policy conditions, or if the Insured has claimed indemnification, then this shall not entitle the Insured to refund of premium.

Article 12.

Sanctions

- a. Any failure to report or any provision of incorrect or incomplete facts or information - prior to the conclusion of the Insurance Agreement - of which the Insured was aware or ought to have understood was or might be relevant for the assessment of (i) the risk to be insured, (ii) the (potential) social and environmental impacts related to the performance under the Lease Agreement or (iii) the risk of bribery, shall result in the loss of the right to indemnity under the Insurance Agreement. Furthermore in such cases the Insurer may reclaim any indemnification paid and terminate the Insurance Agreement with immediate effect (with no right to the refund of any premium paid).
- b. In the event of a grave breach of the obligation to provide information (as described in Article 10a) or major obstruction of the Insurer's right to access information (as described in Article 8h), or in the event of any occurrence of bribery related to the insured transaction, the Insurer can decide not to process any applications submitted on behalf of the Insured or affiliated legal entities for a specific period of time.
- c.
 - Failure of the Insured to comply with its obligations as specified in Articles 8 and 9; or,
 - any increase in the risk due to its fault; or,
 - non compliance by the Insured with the requirements of Article 17,shall result in the lapse of its right to indemnification under the Insurance Agreement. Insurer may, however, mitigate the consequences of such lapse, with due regard to the seriousness of the default.
- d. If the premium and the costs payable are not paid by the due date, interest equal to the statutory interest as referred to in Article 6:120(2) of the Civil Code shall be payable by the Insured from the due date.
- e. Without prejudice to the obligation of the Insured to pay the premium and costs payable, if the premium and costs payable have not been paid 15 days after written demand has been made, Insurer shall have a full discharge from its obligations.
- f. If, for the purposes of the Lease Agreement credit facilities have been provided to the Buyer which exceed those specified in the Schedule under Conditions of Payment, and it is found that the Insured is involved in these credit facilities as lender, guarantor or party liable for recourse, its right to indemnification shall lapse.

Part IV.

Claim settlement

Article 13.

Claims procedure

- a. The Insured shall be entitled to make a claim for indemnification after the expiry of the Waiting Period. However, if it is an established fact before the due date that (i) an Insured Receivable will not be paid within the Waiting Period and (ii) the selling-off of security within the Waiting Period will not generate any proceeds, the Insured shall be entitled to make a claim for indemnification after expiry of the due date of the Insured Receivable.
- b. If the Insured makes claims for indemnification, it shall supply all information and allow Insurer to inspect and take copies of all documents which Insurer considers necessary in order to assess such claims and calculate the loss. The Insured shall also co-operate fully in order that Insurer may also receive information from third parties or may inspect documents as referred to above.
- c. Insurer shall forward the calculation of indemnification to the Insured not later than the latest of the following two dates:
 - 30 days from the date the Insured is entitled to submit claims for the relevant damages;
 - 60 days after receipt of all the above-mentioned information and documents.The above shall not apply if Insurer uses its right referred to in (d).

- d. During the period referred to in (c), Insurer shall be entitled to appoint an expert who will be responsible for checking the information and documents supplied and the amount of the loss for which the Insured is claiming indemnification. In this case Insurer shall forward the calculation of indemnification to the Insured no later than 60 days after receipt of the expert's report.
- e. If the procedure in (d) is followed, Insurer may pay the Insured advance indemnification subject to such conditions as it may specify.
- f. The Insurer shall indemnify the Insured within fourteen days of the Insured having agreed in writing to the Insurer's calculation of the indemnification payable, upon the Insured's legal assignment to the Insurer of the relevant Insured Receivables and all its rights under and any security granted it in relation to the Lease Agreement, with the exception of the ownership of the Leased Asset. If the insured has already restricted, pledged or assigned its rights and security to third parties, such restriction, pledge or assignment must first be negated.
- g. Indemnification shall be determined and paid in euros. Any conversion shall be at the exchange rate referred to in Article 18.

Article 14.

Possibility of advance indemnification in the event of a dispute

- a. If a dispute arises between the Insured and the Buyer and
 - 1. the Insured, in accordance with the provisions of the Lease Agreement with the Buyer or the rules of the law which otherwise applies, has instituted judicial or arbitration proceedings in order to resolve the dispute, and
 - 2. the Insurer, based on the information known to it at that time, is of the opinion that the Buyer's grounds for dispute are unfounded, the Insurer may, subject to conditions to be determined, pay an advance on any potential indemnification.
- b. As soon as the dispute between the Insured and the Buyer has been resolved as per the procedure referred to in (a) sub-paragraph 1 above, the claim for indemnification shall be drawn up accordingly, taking into account that the advance must be repaid.

Article 15.

Calculation of indemnification

- a. The calculation of indemnification shall include:

DEBET:

- the Insured Receivables;
- interest on arrears;

Interest on arrears shall only be reimbursed if Insurer has found that the Buyer is obliged to pay such interest pursuant to a specific provision in the Lease Agreement, and a loss in respect of the Insured Receivables, to which the interest relates, is indemnified. The interest on arrears shall be reimbursed for a period not exceeding the Waiting Period on the basis of the rate stated in the Lease Agreement, but shall not exceed the statutory interest as laid down in Article 6:120(1) of the Dutch Civil Code which was in effect on the date on which the relevant Insured Receivable fell due.

- the additional costs as specified in (b);

and CREDIT:

- the proceeds as specified in (c);
- the excluded losses as specified in Article 2.

The calculation shall be made in the currency in which the Insured Receivables must be paid.

- b. Additional costs

Collection costs and other costs incurred in mitigating and/or preventing the loss, shall be included in the calculation of indemnification, provided that they have been incurred with the written approval of, or as instructed by, Insurer;

c. Proceeds

The following shall be deemed to be Proceeds:

- Payments Received from or on behalf of the Buyer; these shall also be taken into account if they have been refunded to the Buyer;
- credit notes in the name of the Buyer or a Guarantor;
- proceeds of the realisation of security or insurance payments;
- set-off between the Insured and the Buyer or a guarantor;
- any discounts and set-offs to which the Buyer or any Guarantor are entitled;
- any expenditure not incurred by the Insured due to the non-payment of an Insured Receivable, such as agent's commission expenditure (including payments to intermediaries) which depends upon the payment of indemnification under this Insurance Agreement.;
- the market value of the reclaimed Leased Asset, to the extent that it can be attributed to the Insured Receivables -see (e).

d. Determination of the market value

The market value as meant under sub e will be determined as follows:

1. The Insured and Insurer shall initially endeavour to determine the market value in joint consultation.
2. If no agreement can be reached as meant in sub-paragraph 1, the procedure will be as follows:
 - a. Insurer and Insured will each appoint an appraiser;
 - b. Both appraisers will together determine the market value of the goods;
 - c. If both appraisers cannot reach an agreement, they will jointly appoint a third appraiser;
 - d. The third appraiser will determine a binding market value of the goods.
3. If determination of the market value will prove to be impossible, both appraisers will be replaced by experts who will through an estimation determine the binding market value.
4. Both Insured and Insurer will pay 50% of the cost and salaries of the appraisers and/or experts.

e. Return of the goods

If a Leased Asset is returned to the Insured after the Insured's claim for indemnification has been paid, the Insured must reimburse the Insurer for the Leased Asset's then current market value. This market value will be considered as proceeds as per (c) above.

Article 16.

Proceeds after payment of indemnification

All proceeds received by the Insurer in euros in the euro area in respect of the Insured's assignment of any rights or security shall, after deduction of costs incurred, be shared with the Insured pro rata the damages borne by each party as per the calculation of the amount of indemnification payable.

Part V.

Other provisions

Article 17.

Minimum National content and its calculation

The National Content has to be at least 20% of the contract price, of which a minimum of 15% of the contract price must constitute value added in the Netherlands.

Article 18.

Exchange rates

- a. Foreign currency shall be converted at the indicative exchange rate quoted by the European Central Bank on the date when said exchange rate is to apply. In the case of currencies for which no indicative exchange rate is quoted, the rate given by De Nederlandsche Bank N.V. to Atradius, calculated on the basis of market quotations, shall apply.
- b. The premium shall be calculated at the exchange rate prevailing on the effective date of the Lease Agreement.

- c. The additional costs as defined in Article 15b shall be converted at the exchange rate prevailing on the date they were incurred.
- d. Voor The credit loss shall be calculated using the exchange rate prevailing on the due date of the relevant Insured Receivables, provided that this does not exceed the exchange rate prevailing on the effective date of the Lease Agreement.

**Article 19.
Rescheduling**

If an arrangement applicable to the Lease Agreement is agreed between the Netherlands and the country of the Buyer for the settlement of debts, including any postponement of payment and/or debt reduction, the Insured shall be obliged to accept the consequences thereof. This means that:

1. at the request of Insurer, the Insured shall co-operate in carrying out the rescheduling;
2. the rights of the Insured under the Insurance Agreement shall not be affected.

**Article 20.
Assignment or pledge of rights under the Insurance Agreement**

The Insured shall be entitled to assign or pledge its rights under the Insurance Agreement to a third party insofar as Insurer has been notified of this pledge or assignment in writing.

**Article 21.
Transfer of the insured interest**

Transfer of the insured interest shall not result in the insurance continuing to the benefit of the new interested party, unless Insurer has approved this transfer in writing.

**Article 22.
Scope of Insurer's liability**

Insurer shall be bound only by what has been confirmed in writing in the Insurance Agreement or its endorsements. The extent of Insurer's liability shall not be altered by virtue of the charging or receipt of a premium.

**Article 23.
Communication**

Communication relating to this Insurance Agreement, including notices to the Insurer, to which the Insured may be obliged pursuant to the policy conditions, will have to pass through Atradius. All acts of Atradius, including – but not limited to – instructions and financial proceedings, are considered as acts of Insurer.

**Article 24.
Applicable law and jurisdiction**

This Insurance Agreement shall be governed by Dutch law and in first instance the court of Amsterdam is the competent judge. In all disputes summons and possible other documents introducing a court case shall exclusively be served to the name and address of Atradius. Atradius will, in its own name, on instruction and for the account of Insurer, act as the formal procedural party. Insurer shall be bound by judgements passed on Atradius.



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