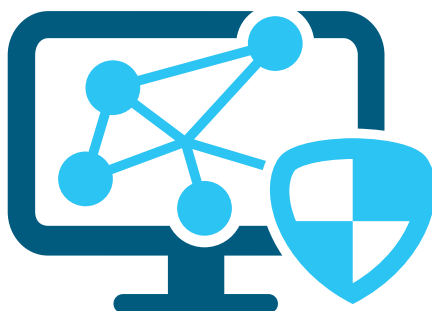


PROFESSIONAL INDEMNITY

FOR DIGITAL PROFESSIONS

COUNTRY SPECIFICATIONS FRANCE



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GENERAL PROVISIONS

Supplementary Conditions for Insurance Contracts under French Law 2023. In addition to/deviation from the agreed insurance conditions, the following applies:

C. INSURED PERSONS

1. Co-insured persons

Insured persons in terms of this insurance contract are the insured companies and co-insured persons when they perform the insured activity.

Co-insured persons are

- the policyholder's statutory representatives,
- the policyholder's managing and other salaried employees, casual workers, volunteers, apprentices, unpaid trainees, interns and working students,
- employees of temporary labour companies integrated into the policyholder's operations,
- freelancers (natural persons) integrated into the policyholder's operation, insofar as they are active in the name of and on behalf of the policyholder,
- shareholders, limited partners, members of Supervisory Boards and Advisory Boards (natural persons), if they perform an activity insured under this contract in the name and on behalf of the policyholder.

Insured companies are

- the policyholders,
- subsidiaries, branch offices and offices of the policyholder in domestic countries and the countries of the European Economic Area (EEA) or the United Kingdom (UK),
- subsidiaries of the policyholder outside of the EEA and the UK, if they are explicitly named in the insurance policy.

RISK EXCLUSION

No insurance coverage is provided if the headquarter, subsidiaries, branch offices and offices of the policyholder are located in French overseas departments and regions, such as New Caledonia, French Polynesia, Guadeloupe, Réunion, French Guiana, Martinique and Mayotte.

[...]

F. INSURED EVENT AND DEFINITION OF A CLAIM

[...]

2. Extended definition according to the French Insurance Contract Law Article L. 124-5

The guarantee triggered by the claim covers the insured against the pecuniary consequences of claims, provided that the harmful event occurred prior to the date of cancellation or expiry of the guarantee, and that the first claim is addressed to the insured or his insurer between the initial effective date of the guarantee and the expiry of a period subsequent to its cancellation or expiry date mentioned in the contract, whatever the date of the other elements constituting the claims. However, cover is provided for claims for which the insured became aware of the harmful event after the date of cancellation or expiry only if, at the time the insured became aware of the harmful event, the cover had not been re-subscribed or had been re-subscribed on the basis of the triggering of the harmful event. The insurer will not cover the insured against the financial consequences of claims if it can be established that the insured was aware of the harmful event at the time the cover was taken out.

3. Insured event under First-Party Cyber and Data Risk Insurance (FPC)

The insured event in the case of cyber damages is the first instance of unauthorised third-party interference.

In the case of a first-party data loss, the insured event refers to the first time that personal data is illegally appropriated, accessed or disclosed by third parties.

4. Serial damage

Multiple insured events that occur during the insured period, which are based on the same or multiple same causes as regards the internal, in particular the objective and time-related context, are deemed a single insured event that occurred at the time the first of the insured insured events occurred, even if they occur in different insurance periods or during the extended reporting period.

5. Cumulative clause

The insurer's service obligation is limited to the highest of the agreed sums insured, if insurance coverage is offered for one and the same violation or for one and the same loss event through several insurance contracts with Markel Insurance SE or several extended covers and additional components of this insurance contract. The sums insured are not accumulated.

Where different deductibles have been agreed for the insured event or claim in the relevant insurance contracts, only the lesser of the agreed deductibles will be applied in a cumulative case.

I. OBLIGATIONS AFTER THE OCCURRENCE OF THE INSURED EVENT

1. Notification of certain circumstances

The policyholder must inform the insurer of the following within five days after discovery:

- the occurrence of an insured event, the submission of a liability claim directed at the policyholder or co-insured persons,
- court or investigative proceedings, court orders, arrests, penalty orders, third party notices, temporary injunctions, independent proceedings for the taking of evidence and applications for assistance with litigation charges by the claimant, which are directed against the policyholder or co-insured persons,
- in line with the environmental liability or environmental damages insurance policy, a disruption to operations, an official order or official action directed at the policyholder, as well as information obligations incumbent on him vis-à-vis authorities in charge.

[...]

J. PREMIUMS

[...]

2. Follow-up insurance premiums

Follow-up premiums must be paid immediately following receipt of the premium invoice. In the event a follow-up premium is not paid within 10 days, the insurer may set a payment deadline for the policyholder in text form and at the latter's cost, which must be 30 days. This notification is only valid if it lists the outstanding premium amounts, interest and costs in detail, and outlines the legal consequences that are associated with the expiry of this deadline. In the case of combined contracts, the insurer will indicate each amount separately. The insurer is released from the obligation to pay if the insured event occurs within this deadline, and the policyholder is in default regarding the payment of premiums or interest or costs.

After the expiry of the deadline of 30 days, the insurer may terminate the insurance contract without a notice period, if the policyholder is in default with regard to the payment of owed amounts. The insurer may combine the termination and the definition of the payment deadline to the effect that the termination takes automatically effect 10 days upon expiry of this 30 day-deadline if the policyholder is in payment default at that time. The insurer will expressly advise the policyholder of this consequence when the termination is issued. The termination is not valid if the policyholder submits the payment within one month after the termination or the expiry of the deadline, unless the insured event has already occurred.

[...]

L. PRE-CONTRACTUAL NOTIFICATION OBLIGATIONS

[...]

2. Consequences of violation of obligation

The insurer may withdraw from the contract if the policyholder violates his obligation to provide correct and full information regarding risk-related circumstances. This does not apply if the policyholder did not violate his notification obligation in an intentional or grossly negligent manner. In that case, the insurer shall nevertheless have the right to terminate this contract with a notice period of 10 days.

[...]

M. TERM OF THE INSURANCE CONTRACT AND NOTICE PERIODS

[...]

2. Contract renewal and general notice period

This insurance contract has been concluded for the duration specified in the insurance policy. It will be automatically extended by another year unless it is terminated by the policyholder with a notice period of one month at the end of the current insurance period, or by the insurer with a notice period of two months at the end of the current insurance period.

[...]

4. Termination after increase of risk

If the insured risk increases during the insurance period, and the insurer would not have concluded the insurance under these conditions, then the insurer shall be entitled to terminate this contract within 10 days after being informed about the increase of risk. The increase of risk is defined as a significant change in the answers given by the policyholder during the risk survey (in the annual change notification).

[...]

N. APPLICABLE LAW AND PLACE OF JURISDICTION

1. Applicable law

French law shall apply to this contract.

2. Place of jurisdiction for lawsuits against the insurer

The court with subject-matter jurisdiction in Paris shall have exclusive jurisdiction for actions against the insurer arising from this insurance contract, unless the court with subject-matter jurisdiction in Munich (Germany) is legally permissible.

3. Place of jurisdiction for lawsuits by the insurer

Actions against the policyholder may be brought before the court with subject-matter jurisdiction in Paris, before the French court with subject-matter jurisdiction for the policyholder's place of residence or business, unless the court with subject-matter jurisdiction in Munich (Germany) is legally permissible.

However, mandatory statutory provisions on the jurisdiction of the court and the applicable law remain unaffected.

Q. CONTACT PERSONS

1. Policyholder

The policyholder is required to immediately notify the insurer of changes to his address or name. Notifications, in particular declarations of intent, which are directed to the most recent address of the policyholder known to the insurer, shall be deemed received at the time they would have been received by the policyholder without a change in address or name and with regular delivery.

2. Broker (exali.com)

exali AG
Franz-Kobinger-Str. 9
86157 Augsburg, Germany

Register court: HRB no. 34272
District Court Augsburg

According to the principle of a central contact person, exali.com as an insurance broker personally manages this contract and is authorised to receive notifications and declarations of intent from the policyholder, the coinsured persons and the insurer Markel. Thus, notifications and declarations by the policyholder are deemed to have been received by the insurer when they are received by exali.com. Separate notification of the insurer Markel is no longer necessary in this case.

3. Insurer

Markel Insurance SE
Sophienstraße 26
80333 Munich, Germany

Represented by the Management Board: Frederik Wulff, Dr. Ulf Spessert

4. Complaints

Complaints may be addressed to the insurer

Markel Insurance SE
Frederik Wulff
Sophienstraße 26
80333 Munich

or the German Financial Services Regulator

BaFin Insurance Supervision sector
Graurheindorfer Str. 108
53177 Bonn

or the

Autorité de contrôle prudentiel et de résolution (ACPR)
4 place de Budapest
75009 Paris

4.1 Complaint procedure

All complaints can be set up with exali AG's customer service department using the following contact details:

exali AG
Franz-Kobinger-Str. 9
86157 Augsburg, Germany

Phone: + 49 (0)821 / 809946 - 0

E-mail: info@exali.com

The complaint will be forwarded to the responsible department. The responsible department may process the complaint in consultation with other departments, if necessary.

Receipt of the complaint will be acknowledged within five working days at the latest. If possible, the complaint will be answered within this period. Otherwise, every effort will be made to respond within four weeks. If for any reason it is not possible to respond within four weeks, the reasons for this and the expected time for responding to the complaint will be provided. In any case, a decision will be made and the complaint answered within a maximum of two months from the date of receipt of the complaint. If this period is exceeded or if the answer is not satisfactory, the matter may be referred to the competent court.

4.2 Mediation

Any dispute may be referred to the Mediation de l'assurance (TSA 50110, 75441 Paris Cedex 09).

exali AG
Chairman of the Supervisory Board:
Dirk Czaya
Executive Board: Ralph Günther
(Chair), Alexander Schmid

Headquarter:
Franz-Kobinger-Straße 9
86157 Augsburg, Germany
Register court: HRB no. 34272
District Court Augsburg

Tax office Augsburg
Tax number: 103/120/20667
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Registration number: D-717T-30RVX-36



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