

# EH TradeLock Risk Information Services Agreement

## A. Scope of this Agreement

We, Euler Hermes Services UK Ltd, the Risk Service Provider, agree to provide you with the services related to the investigation and monitoring of the credit risk of your **Buyers** (the “Risk Information Services”) in exchange for the payment of a fee (the “Risk Administration Fee”) due to us on the terms recorded in this Agreement.

The Risk Information Services are provided in conjunction with the **Policy**.

This Agreement does not vary, alter, waive or extend any of the terms and conditions of the **Policy** except as expressly stated in this Agreement.

The words and phrases in italics defined in section E have the same meaning wherever used in the Agreement.

## B. Obligations under this Agreement

### 1. Our obligations

We will perform the Risk Information Services in line with all applicable laws, will treat all confidential information you have provided in complete confidence and will not share it with any third parties except for Euler Hermes affiliates.

### 2. Your obligations

All information provided by us to you as part of the Risk Information Services may only be disclosed on a confidential basis to your intermediary, legal or financial advisers. You will not transfer such information (whether in its original form or aggregated, restated or transformed) to any other third party.

### 3. Fees

**3.1** In respect of all Risk Information Services we will charge you a Risk Administration Fee as specified in your **Cover Endorsement**.

**3.2** You will need to pay the Risk Administration Fee to us by credit or debit card each time you elect to select cover under your **Policy**

## C. Agreement duration

### 4. Agreement duration and termination

**4.1.** The start date of this Agreement is the start date of the **Policy**.

**4.2.** This Agreement will automatically terminate on termination of your **Policy**.

## D. General conditions

### 5. Waiver

We do not waive any material breach by you of any term or condition of the Agreement unless we have specifically agreed to do so in writing.

### 6. Applicable taxes, duties and other charges

You alone will be responsible for paying all current and future taxes, duties and bank receipt and transfer charges arising under or in connection with the Agreement.

### 7. Applicable law and jurisdiction

This Agreement will be interpreted and governed in all respects by English law.

We intend to resolve any dispute or difference between you and us amicably. In the event of our failure to do so, disputes will be submitted to the exclusive jurisdiction of the English Courts.

## 8. No Warranty

Neither we nor **Euler Hermes UK** warrant the accuracy or reasonableness of any information supplied to you as part of the Risk Information Services, or that the **Buyer** will be able to meet its obligations to you or comply with any credit terms that you may extend. Risk Information Services are provided to you only for use in connection with your **Policy** and should not be employed or interpreted as a general credit opinion or an indication of the creditworthiness or financial position of the **Buyer**.

## 9. Liability

Under no circumstances will our total aggregate liability to you under or in connection with this Agreement exceed the fee paid by you to us under this Agreement.

## 10. Severance

**10.1** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

**10.2** If one party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## E. Definitions

“**Buyers**” means the legal entities to which you have supplied the goods or services, which are responsible for the payment of the related invoices and which are named in the **Cover Endorsement**.

“**Euler Hermes UK**” is a branch of Euler Hermes S.A. (N.V).

“**Policy**” means your Credit Insurance agreement with **Euler Hermes UK**, including the General Terms and Conditions and any amendment or endorsement issued under or in connection with the **Policy** including the **Cover Endorsement**.

“**Cover Endorsement**” means the part of the **Policy** named the **Cover Endorsement**.