



Hamburger Yacht-Versicherung

Schomacker Versicherungsmakler GmbH

Exclusive Brokerage Contract

The present translation was completed on the basis of the relevant German source text, however, the latter alone is legally authoritative.

Parties to the agreement/Object of the agreement

The customer hereby exclusively contracts the insurance broker Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH, Zippelhaus 2, 20457 Hamburg to advise, brokering and service the insurance policies enquired about. The customer does not wish for further advice on other insurance policies/ needs.

Any further comprehensive determination of requirements and advice regarding other classes of insurance shall only take place on the basis of a written broker's contract, which we can supply you with on request.

Market study

The customer is aware that the brokered insurance policies involve special concepts for insurance cover and general agreements. In each respective case, the insurance broker's advice is not supported by an objective, balanced study. The broker designs the special concepts and general agreements against a background of a balanced price-performance ratio, the sufficient claim-processing experience, good service quality and appropriate financial strength of the insurer and regularly verifies them.

Liability

The legal liability for violating his professional duties of care in this agreement is limited to EUR 2,0 Mio. per event of loss. The broker has taken out and maintains third party liability insurance regarding financial loss up to this sum.

Statute of limitations

Claims to damages lapse after three years. The period of limitation begins at the time the customer came into knowledge of the damage and the identity of the party liable for it, or should have come into the knowledge without being grossly negligent. At the latest however, these claims become time-barred five years after termination of the policies based on this Exclusive Brokerage Contract.

Privacy

The customer consents to his data being stored in accordance with the provisions of the German Federal Data Security Act (Bundesdatenschutzgesetz, BDSG). The customer consents to data pertaining to application documents and/or policy implementation (e.g. premiums, insured loss events, terminations, risk changes/ policy revisions) being transferred to the insurer in the required scope. The consent for data transmission also extends to transferring data to reinsurers. Information on health is only allowed to be transferred to personal insurers if required for brokering a contract.

Broker's power of attorney

The broker is authorised to take up, modify or cancel insurance policies, submit or receive declarations and communications with respect to these policies, participate in the processing of compensation claims pertaining to them and receive payments in connection with the settlement of such claims.



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date, name, address, customer's signature*

* The customer's signature on the Exclusive Brokerage Contract may be replaced by the signature of the application of insurance.