



**HAMBURGER
YACHTVERSICHERUNG
SCHOMACKER**

EXCLUSIVE BROKERAGE AGREEMENT

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

Contracting Parties/Object of the Contract

The customer exclusively contracts the broker Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH, Zippelhaus 2, D-20457 Hamburg to advise, broker and service the insurance types enquired about. The customer does not wish for any 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 advice of the insurance broker is not supported by an objective, balanced market study. The broker designs the special concepts and general agreements against a background of a balanced price-performance ratio, the sufficient regulating experience, good service quality and appropriate financial strength of the insurer and regularly verifies them.

Liability

The broker fulfils his obligations with the care of a prudent businessman. The legal liability for violating his professional duties of care in this contract is limited to EUR 2,0 Mio. per event of loss. In this regard, the broker has taken out and maintains third party liability insurance regarding financial loss up to the above-mentioned 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 that is 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 insurance agreement concluded on the basis of this exclusive brokerage agreement.

Privacy

The customer consents to his data being stored in accordance with the provisions of the German Data Security Act (Bundesdatenschutzgesetz, BDSG).

The customer consents to data pertaining to application documents and/or contract implementation (e.g., premiums, insurances cases, 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 claims for compensation pertaining to them and receive payments in connection with the settlement of such claims.

Date, name, address, and signature of the customer *



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* The customer's signature on this single brokerage contract can be replaced by the signature from the respective insurance policy.