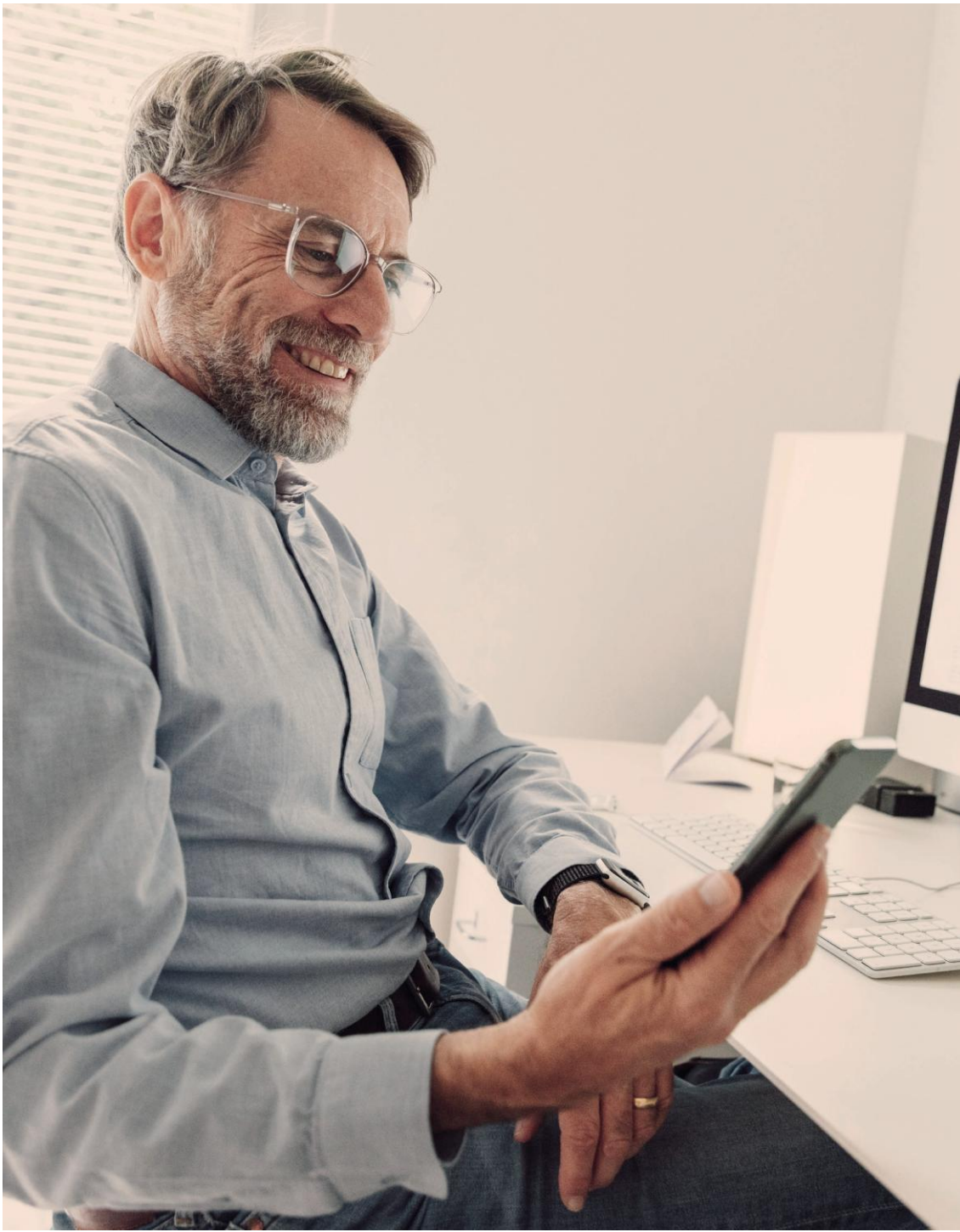


Net IT by Hiscox

(Professional-)Liability- and Own Damage Insurance for IT activities
Terms and Conditions 10/2025



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I. What is Insured?**1. Insured activities**

The insurer provides the insured (Section III.1.) with insurance coverage under the following conditions for damages arising from the activities of a telecommunications or IT company, in particular for the following activities:

- Production from and trade with soft- and hardware,
- Repair, maintenance, modification, implementation from soft- and hardware,
- IT consulting, -training and -analysis,
- Furnishings and organization from networks,
- Internet providing services,
- Web design and website maintenance,
- Operation from data centers, including hosting, cloud computing, SaaS etc.,
- Data collection and data processing,
- Design, programming and testing from applications, system integration (soft- and hardware) as well as project planning, -steering and -implementation (IT engineering).

Insurance coverage also applies if the insured (in the course of the aforementioned activities) uses technologies of the Artificial intelligence (AI) if AI agents or generative AI are used or developed.

Insurance coverage is also granted for the insured persons

- for the task as commissioner for the data protection in the senses the Federal Data Protection Act (BDSG), the General Data Protection Regulation (EU-GDPR), or corresponding foreign laws.
- at temporary employment i.e. so far as insured persons will be delegated to a third to the performance of IT activities.
- If they are held liable due to advertising and marketing for their own company with publications related to the policyholder's products or services.
- for management on time/interim management at other companies, if this does not involve an official position within the company (such as acting as managing director).

2. Object of the insurance

The insurer provides the insured with insurance coverage for the liability damages listed in Section I.2.1. as well as for the property damages specified in Section I.2.2. (if specifically agreed upon in the insurance certificate) within the scope of the aforementioned activities. Furthermore, the insurer grants the insured the assistance and prevention services detailed in the insurance certificate.

2.1. Liability insurance

Under the liability insurance, coverage exists if an insured person is claimed by a third party (i.e., not the insured) for compensation for a financial loss (Clause I.2.1.1.) or for any of the types of property damage listed below (Clause I.2.1.2.).

2.1.1. Professional liability insurance

Financial losses are damages the neither personal injuries (killing, injury) the body or damage the health from neither personal injury nor property damage (damage, spoilage, destruction, or loss of property, especially money and tokens of monetary value) is covered, nor is any damage arising from such damage. Damage resulting from the loss, alteration, or blocking of electronic data, as well as damage caused by self-replicating defective

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codes (e.g. B. viruses, worms, trojan horse caused. These will be considered financial losses.

The Insurance coverage of the professional liability insurance also covers, in particular, financial losses.

- Claims because of fault at contract negotiations.
- Compensation because of the not- or poor performance the contractual performance obligations.
- Claims on compensation because of the breach of contractual ancillary obligations.
- Claims on delay damages.
- Claims on compensation because of missed profit.
- Claims out of the breach of spiritual property rights (protection- and copyrights (e.g., name rights, trademark rights, licensing rights) of a third party by an insured, with the exception of patent infringements . However, with regard to patent infringements, insurance coverage exists in the form of reimbursement of costs as first-party damages (provided this is stated in the insurance certificate) according to section I.2.2.10. (specially agreed upon).
- The Liability out of cartel- and violations of competition law.
- Intangible damages the itself out of insured financial losses. This also includes claims for damages for pain and suffering resulting from a violation of personal rights.

Under these terms and conditions, the insurer provides insurance coverage to the insured not only when the insured is sued for compensation by a third party based on statutory liability provisions. Financial loss in claim taken become, rather even if the use

- due to the violation of confidentiality, non-disclosure or data protection agreements or -explanations that has been done. In the frame of the insurance coverage for the aforementioned violations also extends to contractual penalties up to the compensation limit specified in the insurance certificate.
- on it is based on that the insured persons instead one statutory instead of the previously stipulated fault-based liability, a fault - independent liability has been contractually agreed upon (e.g., fault-independent liability in service level agreements).

2.1.2. Property damage liability insurance

The insurer provides the insured with insurance coverage if they are held liable by third parties for compensation for property damage to files, documents, and other movable items that are made accessible to the insured by the client in the course of performing the assignment.

2.1.3 General Equal Treatment Act (AGG)

Furthermore, the insurer also provides the insured with insurance coverage for claims by co-insured persons or third parties for damages, reimbursement of wasted expenses or lost profits arising from the insured's professional activity because of discrimination or because of breach of regulation regarding protection for discrimination, in particular out of dem General Equal Treatment Act.

In extension to number II., claims, that happen in the USA or Canada are excluded from insurance coverage.

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2.2. Own damage insurance
(provided in the Insurance certificate (specially agreed))

The insurer grants insurance coverage to the insured, against assignment of the rights to which they are entitled. Liability claims aside from that in the frame of the following Determining insurance coverage for the following damage and cost items that they themselves suffer (own damage).

2.2.1. Failure from employees or IT specialists in key positions / Key Man Cover
(provided in the Insurance certificate (specially agreed))

The insurer will reimburse the insured companies, in accordance with the following provisions, for those costs incurred due to the absence of an employee in a key position, i.e., a representative or an IT specialist that has an essential influence on the success to the insured activities or individual IT projects that may arise.

An insured absence of an employee in a key position occurs when this his work because of one the the following circumstances cannot provide this on a permanent basis:

- effective extraordinary and immediate termination by the insured company because of massive professional misconduct the employee ,
- longer as six weeks ongoing, from a physician certified incapacity for work or
- death of the employee.

Replaces become the following to avoidance on insured liability damage necessary cost in the connection with one replacement of the employee in key position, so far this in advance with the insurance were voted on:

- Costs of the personnel consulting (including headhunter costs),
- Costs for external communication (including costs of the job advertisement) as well as
- Additional personnel costs for a period up to six months i.e. additional internal and external costs to fulfill the tasks of the unusual employee, less approximately saved remuneration.

The compensation limit is specified in the insurance certificate.

2.2.2. Loss of documents related to order fulfillment
provided in the Insurance certificate (specially agreed))

The insurer replaces the necessary costs for the recovering or reproducing of own (including electronic) documents that an insured company needs to fulfill an order.

The compensation limit is specified in the insurance certificate.

2.2.3. Reputational damage
(provided in the Insurance certificate (specially agreed))

The insurer will reimburse, after prior agreement, the necessary costs of a PR consultant to prevent, eliminate, or mitigate substantial reputational damage if an insured company faces such a threat or has already incurred it as a result of an insured event. The compensation limit specified in the insurance certificate.

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2.2.4. Project costs and - fee replacement at authorized resignation or effective extraordinary termination of IT project contracts (provided in the Insurance certificate (specially agreed))

As long as the policyholder has not yet claimed liability insurance coverage pursuant to section I.2.1 in connection with an IT project contract, the insurer provides, as an alternative to this liability insurance coverage, insurance coverage for own damages under the present provision. If the policyholder has already claimed liability insurance coverage pursuant to section I.2.1 in connection with an IT project contract, there is no longer any insurance coverage under the present provision.

If the client of the policyholder withdraws from an IT project contract (contract for work) with the policyholder, the insurer will reimburse the policyholder for the futile expenses incurred in the project (material and personnel costs, including fees already paid or yet to be paid to independent and freelance subcontractors, but not lost profits or the policyholder's own remuneration), provided that, in the opinion of the policyholder, the withdrawal is to be considered justified and effective.

If the client of the insured party terminates the IT project contract (service contract) with the insured party extraordinarily due to repeated professional errors or performance disruptions caused by illness, the insurer will reimburse the insured party for the fees that would have become due between the termination and the point in time at which an ordinary termination would have become legally effective at the earliest, but no later than the originally agreed project end date, if, in the insured party's opinion, the extraordinary termination is to be considered justified and effective. Earnings obtained from other insured activities during the period between the justified extraordinary termination and an ordinary termination will be offset. The insured party is obliged to seek appropriate activities and remuneration during the aforementioned period.

An obligation of the insurer to provide benefits under the two aforementioned paragraphs exists only to the extent that the reason for the withdrawal or extraordinary termination is not based on an intentional or grossly negligent misjudgment of the insured's existing technical, logistical, financial, or personnel resources. Insurance coverage exists exclusively for IT project contracts that are concluded after the start of the insurance. Retroactive insurance coverage for contracts concluded before the start of the insurance does not exist.

The insurer also covers the costs of reviewing the entitlement to withdrawal or extraordinary termination, insofar as the costs incurred are in an economic proportion to the futile expenses or outstanding fees.

The insurer's benefits are provided only concurrently with the assignment of the recourse claims to which the policyholder is entitled. For coverage under this clause, the compensation limit specified in the insurance certificate applies.

2.2.5. Compensation of outstanding fee and wage claims to avoid liability claim

If an insured person is claimed by a client for compensation of an insured financial loss or if a client has announced such a claim, the insurer can fulfill outstanding fee and labor claims of the insured against this client if the potential claims for damages

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exceed the total of outstanding fee or work compensation claims, and if this helps to avoid a legal dispute regarding the existence of an insured liability claim. Payments by the insurer to the insured company will be credited against the insurer's benefits according to Section VII.1 – 6, if the third party unexpectedly asserts liability claims after all.

2.2.6. Damage to trust

(provided in the Insurance certificate (specially agreed))

Insurance coverage exists for property damage to an insured company that is caused as a result of the intentional commission of a financial crime by its employees or freelance staff.

The compensation limit is specified in the insurance certificate.

2.2.7. Damage or destruction of the own website

(provided in the Insurance certificate (specially agreed))

Insurance coverage is granted for the necessary costs for the restoration of the own website of the insured company, if the website was damaged or destroyed by a third party.

The compensation limit is specified in the insurance certificate.

2.2.8. Fines and compensation with punitive character abroad

(provided in the Insurance certificate (specially agreed))

The insurer will reimburse – to the extent legally permissible under the foreign legal system in which the fine is imposed – fines imposed by a data protection authority or a court for a data breach against an insured party.

In addition, the insurer shall – to the extent that this is legally permissible under the foreign legal system, according to which compensations with a punitive character (in particular punitive or exemplary damages) are awarded – cover compensations with a punitive character (in particular punitive or exemplary damages) that are imposed directly or indirectly on an insured and are triggered by a data rights violation.

The compensation limit is specified in the insurance certificate.

2.2.9. Cost of criminal defense

(provided in the Insurance certificate (specially agreed))

In defending against a criminal accusation that could result in a liability claim covered by insurance, the insurer reimburses the necessary out-of-court and court costs of a criminal defense lawyer, including the costs of proceedings challenging a court summons issued to an insured person.

The compensation limit is specified in the insurance certificate.

2.2.10. Reimbursement of costs at patent infringements

(provided in the Insurance certificate (specially agreed))

If claims are made against an insured company for patent infringement that are unfounded in principle, the insurer will reimburse the insured company for the costs necessarily incurred in defending against the claim.

The compensation limit is specified in the insurance certificate.

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2.2.11. Reimbursement of costs at insolvency challenges
(provided in the Insurance certificate (specially agreed))

If insolvency proceedings are opened over the assets of a client of an insured company and the insolvency administrator subsequently challenges a fee or remuneration payment made by the client to the insured company during the term of this insurance contract (insolvency avoidance), the insurer will reimburse the costs incurred for a legal review of the legality of the insolvency avoidance, after prior approval, as well as – if promising – the costs of legal action against the insolvency avoidance. Costs are only reimbursed if the insured company had no knowledge of a disadvantage to creditors, of the client's insolvency, of the insolvency filing, or of circumstances that would necessarily indicate insolvency or the insolvency filing.

The compensation limit is specified in the insurance certificate.

2.2.12. Domain protection insurance
(provided in the Insurance certificate (specially agreed))

If the policyholder loses their domain name rights due to an action by a third party that does not constitute a network security breach, resulting in the domain becoming unreachable or the policyholder no longer being able to control or modify it, the insurer will reimburse the policyholder for the costs incurred directly in connection with regaining the domain name, regaining control over the domain, or reactivating it.

A network security breach is any unauthorized access to the IT system or any unauthorized use of the IT system. An IT system is any facility that processes data electronically. Data processed

Costs incurred for the recovery or reactivation of the domain are not covered if the cause of the loss of domain name rights lies with the policyholder or the co-insured persons.

The compensation limit is specified in the insurance certificate.

II. What is Not insured?

No insurance coverage is provided for:

1. Contract performance / warranty

Claims for performance of contracts, for supplementary performance, from self-execution, from withdrawal, from reduction, for rescission, or from guarantees (unless it concerns an explicitly agreed liability independent of fault under Service Level Agreements according to Section I.2.1.1, last bullet point).

Otherwise, financial losses remain insured that are suffered by a third party due to defective performance of a contractual obligation and that go beyond the immediate interest in the actual subject matter of the performance (e.g., reimbursement of wasted expenses incurred in reliance on proper contract performance, also due to faulty licensing advice).

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2. Knowing breach of duty

Claims due to intentional breaches of duty or intentional deviation from the law, regulation, or instructions of the client. However, the insurer will cover the defense against liability claims until the intentional breach of duty is established by a final court judgment, mediator's decision, or acknowledgment by the insured. In this case, the policyholder is obliged to repay all services provided by the insurer for this insurance case.

3. Claims the insured against each other

Claims

- the Insured persons against each other so far not something other certainly is agreed,
- unlimited personally liable partner of an insured company, if it is a general partnership, limited partnership, or civil law partnership,
- by companies that are affiliated with an insured company through majority ownership or that are represented by a person who is also a representative of an insured company.

4. Fines, penances, penalty clauses or compensation with punitive character

Claims for fines, penalties, contractual penalties, or compensation with a punitive character (e.g., punitive or exemplary damages), insofar as they are not expressly co-insured. However, this exclusion does not cover recourse claims asserted against the insured that are based on fines, penalties, contractual penalties, or compensation with a punitive character (e.g., punitive or exemplary damages) imposed on a third party.

5. Technical Infrastructure

Claims due to the failure or inadequate provision of internet service or telecommunications services, of buildings, premises, or other elements of the technical infrastructure (e.g., water and electricity suppliers) by third parties, insofar as the policyholder has waived their right of recourse against this third party due to contractual agreements.

6. Securities trading

Claims related to the purchase, sale, or trading of any type of securities.

7. USA- or Canada claims

Claims asserted before courts in the USA or Canada or based on the law of these countries, due to

- the violation of the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., including amendments,
- the violation of the Employee Retirement Income Security Act of 1974, including amendments, as well as corresponding provisions of other legislative bodies (e.g., states, municipalities, cities),
- governmental actions, administrative decisions, or investigations by authorities in the USA or Canada.

8. Product recall

Claims due to the recall of products and the associated costs.

9. Patent infringements

Claims based on patent infringement, unless it is a reimbursement of costs at patent infringements according to number I.2.2.10.

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However, there is no insurance coverage for reimbursement of costs if claims are made against the insured in the courts of the USA or Canada, or if they are based on the violation of the laws of these countries.

10. Compulsory insurance

Claims for activities for which there is a statutory insurance or coverage obligation.

11. Nuclear facilities

Claims arising from deliveries and services related to the planning, design, manufacture, supervision, control, or supply of nuclear or atomic facilities.

12. Violent confrontation

Claims for damages resulting from war, invasion, civil war, uprising, revolution, riot, general strike, illegal strike, as well as military or other forms of violent conflict.

III. Who Is it insured?

1. Insured persons

Insured persons in the senses this insurance contract are insured Companies and co-insured persons while carrying out the insured activity.

Insured persons Societies are

- the policyholder,
- whose Subsidiaries in the inland and in the countries the European Economic Area (EEA) or the United Kingdom Great Britain and Northern Ireland (UK) and
- Subsidiaries the policyholder outside the EEA provided that these are expressly named in the insurance certificate.

Co-insured persons persons are the

- members the Management the insured Societies,
- employees Employees the insured Societies,
- in the Operation the insured Societies integrated Employees from temporary employment agencies, interns and working students,
- in the Operation the insured Societies integrated free Employees (natural persons), insofar as they act on behalf of and under the instructions of the insured companies.

2. Subcontractor

Liability claims for damages caused by a person insured by the same insurer are also covered . Company commissioned Subcontractor or vicarious agents The personal liability of these subcontractors or agents is not insured , unless they are co-insured persons.

3. Work- and supply groups

Insurance coverage consists also for the statutory Liability out of the participation to joint ventures or supply consortia (ARGE), if the liability claim is directed against the ARGE itself. The following provisions apply to participation in a joint venture, notwithstanding any other contractual terms:

Are the tasks divided according to specialist areas, partial services or construction phases and lets itself determine, that the Insured persons the damage-causing If the ARGE partner was, insurance coverage exists for damages caused by the insured, up to the agreed coverage amounts.

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If the tasks within the meaning of the preceding paragraph of this clause are not divided or if the ARGE partner causing the damage cannot be identified, the liability for compensation remains. the insurers on the Quote limited, which the percentage The insured's participation in the ARGE is equivalent.

From the Insurance coverage excluded remain Claims because of damages to the from the individual ARGE partners in the ARGE introduced or from the ARGE be - procured items and all resulting property damage, regardless of who caused the damage.

As well excluded remain Claims the partner the ARGE among each other as well as claims of the ARGE against the ARGE partners and vice versa.

The insurer's obligation to provide compensation also applies in the event that insolvency proceedings are opened against the assets of an ARGE partner or that the opening of such proceedings is denied due to lack of assets. rejected have is and for this partner because of Non-payment his contribution- it no Insurance coverage consists. Replaces becomes the dem Insured persons Increased share, insofar as a shortfall remains for him after the departure of the ARGE partner and the resulting necessary settlement.

4. New subsidiaries

If a company is formed or acquired during the term of the contract, one subsidiary, consists for Insurance claims after dem time Insurance coverage automatically applies upon establishment or acquisition.

Amounts itself the sales volume the new founded or acquired subsidiary If, at the time the acquisition becomes effective, the value exceeds 40% of the policyholder's consolidated sales , insurance coverage is subject to agreement on an adjustment of terms and premiums.

Both paragraphs relate itself not on Societies outside the EEA/UK as well as insurance claims

- the on breaches of duty are based for the out of a others Insurance contract : Insurance coverage exists, or
- the on breaches of duty are based which a Insured persons for the The date of acquisition or establishment was known.

5. Representative clause

Representatives in the senses the contract are

- the members the Board of Directors (at Public limited companies),
- the Managing Director (at Societies with limited Liability),
- the Complementary (at Limited partnerships),
- the Shareholder (at open trading companies),
- the Shareholder (at Societies bourgeois Right),
- the owner (at Sole proprietorships),
- in other forms of business (e.g. cooperatives, associations, clubs, Corporations the public Right, Municipalities the after the The highest representative bodies appointed by law ,
- the Director the Legal Department, the IT department as well as the Risk management,
- at foreign Pursue the dem The above relevant group of people.

Insofar as the conduct, fault, awareness, knowledge, or negligent lack of knowledge of the insured companies is relevant, only the conduct is taken into account. the Fault, the Consciousness, the knowledge or negligent Lack of knowledge of the representatives is crucial.

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6. Waiver of recourse at gross negligence

Leads one co-insured natural person a Insurance claim rough negligent If the insured person is involved, the insurer waives the right to assert recourse claims against that co-insured natural person. This waiver of recourse does not apply to representatives of an insured person.

IV. Insurance claim

1. Insurance claim in the assets and own damage insurance

Unless otherwise stipulated below, the insured event is the incident that directly causes damage to the third party or the policyholder. The timing of when the damage occurs is not relevant.

2. Insurance claim in the own damage insurance at failure from employees or IT specialists in key positions / Key Man Cover

The insured event within the meaning of this own-damage coverage is the effective termination of the employment relationship, the issuance of a medical certificate of permanent incapacity for work, or the death of the employee in a key position.

3. Insurance claim in the Own damage insurance Project costs and fee reimbursement

The insured event within the meaning of this own-damage coverage is the receipt of the first declaration of withdrawal or of extraordinary termination by the client at an insured company in written form

4. Serial damage

Multiple insured events occurring during the insured period that are caused by the same cause or by several identical causes with an internal, in particular factual and temporal connection, shall be considered a single insured event – even if they occur in different insurance periods or within the reporting deadline – which is regarded as having occurred at the time when the first of the aggregated insured events took place.

5. Cumulative clause

The insurer's obligation to provide benefits is limited to the highest of the agreed sums insured if there is insurance coverage under multiple liability insurance policies of the Hiscox Group or under multiple modules of this insurance certificate for the same breach or the same loss event (cumulative case). The insurance sums are not to be cumulated. If different deductibles are agreed for the insured event or loss in the relevant insurance policies, only the lower of the agreed deductibles applies in a cumulative case.

V. Insured Period

1. Forward insurance

The insurance coverage includes all insured events that occur during the term of the insurance contract. This does not apply to insured events for which coverage exists under another insurance contract or whose occurrence the insured persons anticipated when submitting the contract declaration.

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2. Post-liability period

If the insurance relationship ends due to the permanent cessation of the insured activities by the insured, insurance coverage also exists for a period of five years after the end of the contract for insurance claims that occur after the termination of the insurance contract.

The insurance coverage during the extended liability period is provided within the scope of coverage that was in effect at the end of the insurance relationship, namely in the amount of the unused portion of the sum insured for the insurance year in which the insurance relationship ends.

3. Unlimited late registration deadline

Conditional insurance coverage also applies to cases reported after the termination of the insurance relationship.

4. Retroactive insurance without consist one preliminary agreement

If there was no previous insurance contract, the insurance coverage also includes claims that occurred up to six months before the conclusion of the insurance contract, provided that coverage would generally exist for these. This does not apply if the insured events were known to the insured before submitting the contract declaration. The insurance conditions agreed upon at the beginning of the first insurance year apply.

5. Subsidiary reinsurance in the presence of a prior contract

The insurance coverage also includes insured events that occurred before the conclusion of the insurance contract if the contract immediately succeeds another insurance contract of the same type and the insured event is no longer covered under that contract due to the expiration of an extended reporting or extended liability period. No retroactive insurance coverage exists if the previous contract provides for an extended reporting or extended liability period of less than two years, if the insured event could have been reported to the previous insurer before the expiration of the extended reporting or extended liability period, or if the insured event was known to the policyholder or the co-insured person involved prior to submitting the contract declaration. As far as retroactive insurance coverage exists, the insurance conditions agreed upon at the beginning of the first insurance year shall apply.

VI. Scope of application and Non - Admitted Countries

1. Worldwide insurance coverage

Worldwide insurance coverage is provided .

2. Non - Admitted Countries

Insofar as the insurer is legally unable to fulfill contractual obligations Services in the Abroad to provide are this Services at seat The services are to be provided by the policyholder to the policyholder. In this case, only the policyholder himself has a right to receive benefits .

3. Sanction clause

The insurer will not provide insurance coverage, indemnify against any claim, or render any benefit if and to the extent that granting this coverage, paying out this claim, or rendering this benefit would violate a sanction, prohibition, or restriction under United Nations resolutions or trade or economic sanctions, laws, or regulations of Germany, the European Union, the United Kingdom, or the United States of America, unless such trade or economic sanctions, laws or regulations the United

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Kingdom or the United States from America would in turn against violates the laws or regulations of the European Union or Germany.

VII. What provides the Insurer?

1. Scope of the insurance coverage

Liability insurance coverage includes indemnification against justified liability claims and defense against unjustified liability claims in both judicial and extrajudicial proceedings, as well as arbitration proceedings, by the insurer. However, in arbitration proceedings, this only applies to the extent that the insurer the procedural management, in particular the Selection the referee and the arbitration rules are left to the discretion of the arbitrator.

The Insurance coverage the own damage insurance includes the refund the own damage.

Insurance coverage consists however only, so far the opposite dem insurer If the claimed liability or damage to the insured's own property exceeds the deductible agreed upon in the insurance certificate, the policyholder must pay the deductible agreed upon in the insurance certificate for each insured event. However, no deductible applies to defense costs.

2. Exemption from liability claims and lump sum compensation

Is the justification the liability claim with binding effect for the If the insurer determines that the claim is valid, the insurer releases the insured from the damages claims established in terms of their basis and amount and directs the payment of the amount due no later than one week after the due date.

If the insured has agreed on a lump-sum compensation with a client in the event of causing damage for which insurance coverage would generally exist under the applicable terms and conditions, the insurer shall also indemnify the insured against the claim for lump-sum compensation if the validity of the claim has been established in principle with binding effect for the insurer noted became. A lump sum compensation lies before, if, instead of a specifically calculated loss, a lump sum is agreed between an insured company and the client, which is based on a serious estimate of the typically expected loss, and thus the lump sum merely serves to facilitate proof and has no punitive function.

3. Defense from liability claims and omission / cancellation

The insurer will handle the defense against the claim and cover the necessary out-of-court costs and judicial cost of that includes are also the cost a negative declaratory action or intervention brought by an insured party with the consent of the insurer.

Becomes a Insured not only on substitute one property damage rather also if a claim is brought for injunctive relief or revocation, insurance coverage also exists in this respect in the form of defense cost coverage.

4. Cost

Costs include legal fees, expert witness fees, witness fees, court fees, travel expenses, and other outlays. To aversion or reduction the damage at or after occurrence of the insured event and costs of damage assessment.

Costs that are not incurred at the instruction or instigation of the insurer, in particular cost one without approval the insurers commissioned Legal fees will not be reimbursed. Likewise, costs incurred for third-party notice against the insurer and costs incurred by the policyholder or an insured person for correspondence required in connection with an insurance claim will not be reimbursed .

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5. Damage mitigation costs

The insurer replaces the cost one Insured persons to – also unsuccessful – averting or mitigating an insured event, insofar as the insured could reasonably consider it necessary under the circumstances.

6. Defense costs in relation on official proceedings

action is taken against an insured person in connection with an insurance certificate in accordance with section I.1. Task a Penal, Administrative offense or a miscellaneous official If legal proceedings are initiated, the insurer will reimburse the necessary extrajudicial and judicial costs. Defense costs, including the Cost one Procedure with dem Legal action is taken against a court summons.

Becomes legally binding noted, that a Insured intentionally one Crime or If a person has committed an administrative offense, he is obliged to reimburse the insurer for the costs incurred in defending against the accusation.

7. Assistance and Prevention services according to Insurance certificate

The Services the insurers include the Further the in the the insurance certificate details the assistance and prevention services described in more detail.

8. Performance limits

8.1. Each Insurance claim

The insurer's liability per claim is limited to the agreed sum insured or compensation limit. Costs or other expenses are not covered. Expenses become here not credited. So far claims in courts the USA or Canada's applicable made become, become the resulting Cost however on the agreed sum insured or The compensation limit is taken into account.

8.2. Each Insurance year / Annual maximum benefit

The insurer's benefit per insurance year is limited to the agreed annual maximum benefit limited. Cost or other expenses will be credited towards this.

8.3. Reimbursement of costs at exceedance one maximum performance limit

If the asserted claim exceeds one of the maximum benefit limits, the insurer cost only in dem scope, in which this at a claim would have arisen in the amount of the maximum benefit.

VIII. Adjustment as a result Change in sales

The insurer requires the policyholder to report any changes in the consolidated annual turnover excluding VAT in writing once a year (Change Notification). To this end, the insurer sends the policyholder a questionnaire two months before the end of the current insurance period, which must be completed within three months of receipt of the request. The timeliness of the response is determined based on when the communication is received by the insurer or its authorized representative. At the insurer's request, the information must be substantiated by business records or other documents.

If the consolidated annual turnover and/or the insured risk changes, a premium adjustment will be made for the entire current insurance period. No premium adjustment will be made for previous insurance periods.

If the policyholder omits the timely change notification, the insurer can adjust premiums by calculating them according to the next highest revenue band in the premium schedule of the application valid for the respective insurance contract. If the revenue exceeds the respective application or if it is an individually prepared offer, the calculation will include an increase in the annual premium

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sentence from 10 % underlying laid. The insurer is not entitled to increase the policyholder's premium to compensation if they are not responsible for the delayed submission of the notification. The policyholder must provide proof of this. If the policyholder fails to provide timely notification of changes, the insurer may adjust the premium in such a way that the premium is calculated according to the next higher revenue bracket of the contribution table applicable to the respective insurance application. If the revenue exceeds the respective application or if an individual offer is created, an increase of 10% in the annual revenue will be applied in the calculation. The insurer is not entitled to increase the premium if the policyholder is not responsible for the untimely submission of the notification. The policyholder must provide proof of this.

If the notification of change is submitted within one month of receiving the insurer's request for additional payment, the premium will be adjusted accordingly. Sales figures. The Right the insurers the premium as consequence one The option to adjust for increased risk remains unaffected.

Inflation protection/waiver on one contribution adjustment

The insurer waives, for a period of two years from the start of the contract, any premium adjustment permitted under the conditions according to Clause II of the General Terms and Conditions for Liability Insurance (Clause II of the General Terms and Conditions for Liability Insurance).

The foregoing applies not for contribution increases because of

- one individually agreed damage-related contract renovation,
- pre-contractual violations of the duty to report,
- increased risk.

Furthermore, number II. remains as it is.

IX. Obligations after admission of the insurance claim

1. Notification of certain circumstances

The policyholder must notify the insurer immediately upon becoming aware of:

- the occurrence of an insured event,
- the assertion of a claim against him,
- legal or investigative proceedings against him, payment orders, seizures, penal orders, notifications of litigation, preliminary injunctions, independent evidence proceedings, and applications for legal aid by the claimant

2. Filing of certain legal remedies

In the case of payment orders or decisions by administrative authorities concerning compensation claims, the insured must file an objection in due time or take other necessary legal remedies without waiting for instructions from the insurer.

3. Compliance with the Instructions of the insurer

The insured is obliged, in compliance with the instructions of the insurer, to take measures to prevent and mitigate the damage as far as possible and to do everything that serves to clarify the insured event, provided that nothing unreasonable is demanded of them. They must support the insurer in preventing the damage as well as in investigating and settling the claim, provide detailed and truthful reports, communicate all facts concerning the insured event and the consequences of the damage, and submit all documents deemed relevant by the insurer for the assessment of the insured event.

4. Transfer the procedural management to the insurer

If an out-of-court or court dispute or arbitration procedure arises regarding a liability claim, the insured must leave the conduct of the proceedings to the insurer, grant power of attorney to the lawyer appointed or designated by the insurer, and provide any possible information.

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5. Attention the regulatory authority the insurers

The insurer is authorized to make, on behalf of the insured, any out-of-court and court statements deemed appropriate by them for settling or defending a liability claim.

6. Follow of breach of duty

If an insured person violates one of the above obligations, the insurer is released from the obligation to perform if the insured person has intentionally violated the obligation. In the case of a grossly negligent violation of the obligation, the insurer is entitled to reduce its benefit in proportion to the severity of the insured person's fault. The burden of proof for the absence of gross negligence lies with the insured person.

In any case, the insurer remains obligated to perform insofar as the violation of the obligation is neither causally related to the occurrence or determination of the insured event nor to the determination or scope of the insurer's obligation to provide benefits. This does not apply if the insured person has fraudulently violated the obligation.

In the event of a breach of the insured's duty to provide information or clarification, the insurer will notify the insured of the legal consequence of full or partial release from benefits by separate notification in text form.

X. Trust Cover

Waiver on the extraordinary right of termination

The insurer waives its right of termination after the occurrence of the insured event in accordance with § 111 VVG, provided the duration the insurance contract a year not exceeds.

**XI. Changes
of the insured
Risks**

For the change of the insured risks §§ 23 ff. VVG applies, so far in this contract nothing deviating has been agreed.
