

DUAL D&O pojistná smlouva (*Insurance Policy*)

Pojištění odpovědnosti manažerů (*Directors' & Officers' Liability Insurance D&O*)

Číslo pojistné smlouvy: DD 209418

(*Insurance policy number*)

Pojistník: Exportní garanční a pojišťovací společnost, a.s.
Praha 1, Vodičkova 34/701, PSČ 11121, IČ 452 79 314

(*Policyholder*)

Zplnomocněný makléř: Aon Central and Eastern Europe a.s.
Václavské náměstí 832/19, Nové Město, 110 00 Praha 1, IČ: 471
23 672

(*Broker*)

Pojistitel:

(*Insurer*)

Liberty Mutual Insurance Europe SE s 50% podílem (vedoucí pojistitel) zastoupený DUAL Deutschland GmbH ((*Liberty Mutual Insurance Europe SE at a proportion of 50% (Lead Insurer), represented by DUAL Deutschland GmbH*))

Everest Insurance (Ireland), DAC s 50% podílem, zastoupený DUAL Deutschland GmbH ((*Everest Insurance (Ireland) DAC at a proportion of 50%, represented by DUAL Deutschland GmbH*))

Doba trvání pojištění: Počátek pojištění (*Inception date*): 01.12.2018, 00:00 o'clock

(*Policy duration*) Konec pojištění (*Expiry date*): 30.11.2019, 24:00 o'clock

Územní platnost pojištění: Svět vč. USA & Canada

(*Territorial coverage*) (*Worldwide including USA & Canada*)

Limit pojistného plnění: CZK XXXXXXXXXXX nad primární pojistnou smlouvu CZK XXXXXXXXXX

(*Limit of liability*)

(*CZK XXXXXXXXXXX in excess of XXXXXXXXXXX CZK of primary policy*)

Limity pojistného plnění na jednu a všechny pojistné události během doby trvání pojištění

(*Limits per claim and in aggregate*)

Retroaktivní krytí Neomezené

(*Retroactive cover*)

(*Unlimited retroactive cover is granted under this policy*)

CDUA

Roční čisté pojistné: 355.840,00 CZK

(Annual Net Premium)

+ 0 % Daň z pojištění (Insurance Tax) CZK

Roční hrubé pojistné: 355.840,00 CZK

(Annual Gross Premium)

Podmínky pojištění:

Dle přiložené primární pojistné smlouvy č. AF7325A18FAA Starr International (Europe) Ltd

(General insurance conditions)

(As per primary policy attached placed with Starr International (Europe) Ltd, policy No. AF7325A18FAA)

Hlášení škodných událostí:

V případě škodné události prosím kontaktujte:

(Notification of claims)

(In the event of claim please contact)

Aon Central and Eastern Europe a.s.

Václavské náměstí 832/19, Nové Město, 110 00 Praha 1

A současně

DUAL Deutschland GmbH

Schanzenstraße 36 / Gebäude 197

51063 Köln

Vystaveno jménem a na základě pověření participujících pojistitelů
(Issued on behalf and with authority of the insurer)

DUAL Deutschland GmbH

Schanzenstraße 36 / Gebäude 197, 51063 Köln

Telefon: 0221 1680260 Telefax: 0221 16802666

info@dualdeutschland.com

Eingetragen beim Amtsgericht Köln - HRB 56034

V/In _____ dne/on _____ V/In _____ dne/on _____

On behalf of Insurers
DUAL Deutschland GmbH

Policy Holder
Exportní garanční a pojišťovací společnost,
a.s.



Kathrin Probst,
Representative

Jan Procházka, předseda představenstva Chairman of the board
of Directors



Smluvní ujednání D&O pojištění **(Special conditions Directors' & Officers' Liability Insurance D&O)**

Vedoucí pojistitel a oprávnění k šetření **Lead insurer and authorisation to conduct proceedings**

1. Složení pojistné kapacity této pojistné smlouvy je následující:
 - Liberty Mutual Insurance Europe SE s podílem 50%
 - Everest Insurance (Ireland), DAC s podílem 50%

(1. The following insurers are participating in this contract to the extent set out below:
- Liberty Mutual Insurance Europe SE at a proportion of 50%
- Everest Insurance (Ireland), DAC at a proportion of 50%)
2. Každý z podílejících se pojistitelů je odpovědný a ručí pouze za svůj podíl na pojištění.
(2. Each insurer shall only be liable for its share to the exclusion of any joint and several liability.)
3. Liberty Mutual Insurance Europe SE je vedoucím pojistitelem
(3. Liberty Mutual Insurance Europe SE is the lead insurer)
4. Pojistné a veškeré nároky z pojištění budou hrazeny a hlášeny vedoucímu pojistiteli. Veškerá oznámení, komunikace a tvrzení upravující smluvní vztah a to jakéhokoliv charakteru všech participujících pojistitelů budou komunikovány směrem k vedoucímu pojistiteli. Vedoucí pojistitel je oprávněn vést jednání s pojistníkem nebo pojištěným a též provádět veškerá prohlášení v souvislosti s pojistnou smlouvou a v souladu s právními předpisy jménem zainteresovaných soupojistitelů. Soupojistitelé souhlasí s veškerými přijatými opatřeními vedoucího pojistitele, a zároveň tato opatření platí v totožném rozsahu jako kdyby byla přijata soupojistiteli samotnými.
(4. Premiums shall be paid and any claims arising reported to the lead insurer. All notices, communications and declarations affecting the contractual relationship to the benefit or disadvantage of all participating insurers shall be made to the lead insurer. The lead insurer shall conduct negotiations with the policyholder or the insured persons and make all declarations in connection with the contract in accordance with the legal stipulations in the name of the co-insurers. The co-insurers shall agree to any measures taken by the lead insurer; the measure shall apply to the same extent as if it had been taken by the co-insurers themselves.)
5. Participující pojistitelé berou na vědomí, že veškerá rozhodnutí vedoucího pojistitele jsou právně závazná.
(5. All participating insurers acknowledge that the decisions of the lead insurer are legally binding.)
6. V případě soudního sporu vztahujícího se k této pojistné smlouvě, pojistník a pojištěný jsou oprávněni domáhat se svého práva u soudu pouze směrem k vedoucímu pojistiteli. Participující pojistitelé berou na vědomí skutečnost, že jakékoliv závazné nařízení učiněné ve prospěch nebo směrem k vedoucímu pojistiteli nebo jakékoliv vyrovnání dosažené po zahájení šetření jsou právně závazná. V případech, kdy vedoucí pojistitel odmítne poskytnout odškodnění navzdory výše uvedenému ujednání, pojistník nebo pojištěný mají možnost se také obrátit s nárokem směrem k soupojistiteli.
(6. In the event of a dispute arising from this insurance contract, the policyholder and the insured persons shall enforce their rights in court only against the lead insurer. The participating insurers shall acknowledge any legally binding rulings made in favour of or against the lead insurer or any settlements reached after the commencement of proceedings as legally binding on themselves. In cases where a leader insurer refuses to provide indemnity despite the provision set out above, the policyholder or the insured persons may also make a claim against this co-insurer.)

Náklady řízení jsou hrazeny pojistiteli poměrně.

(Costs of proceedings shall be borne by the insurers pro rata).

Je-li podíl vedoucího pojistitele nižší než hodnota sporu nebo nárokové či regresované částky, má pojistník nebo pojištěné osoby nárok, a pokud je to požadováno vedoucím pojistitelem nebo spolupojistitelem, povinnost postoupit tento nárok spolupojistiteli(ům), dokud nebude dosaženo této částky. Není-li tato žádost splněna, čl. 6., 1. věta, se nepoužije.

(If the share of the leading insurer is less than the value of the dispute or recourse sum, the policyholder or the insured persons are entitled and, if the lead insurer or a co-insurer demands, obliged to extend the claim to this second insurer, or a third or more if necessary, until this sum is reached. If this request is not satisfied, no. 6 sentence 1 shall not apply).

7. Každé přerušení nebo obnovení promlčecí lhůty vůči vedoucímu pojistiteli se vztahuje také vůči ostatním soupojistitelům.

(7. Any interruption or recommencement of the limitation period vis-a-vis the lead insurer shall also apply vis-a-vis the other co-insurers.)

8. DUAL Deutschland GmbH, Schanzenstr. 36 / Geb. 197, 51063 Kolín nad Rýnem, Německo, je odpovědný za celou správu pojistné smlouvy, včetně inkasa pojistného a likvidace pojistných událostí, jménem a na základě pověření pojistitelů. Veškerá korespondence týkající se pojistné smlouvy se provádí prostřednictvím společnosti DUAL Deutschland GmbH.

(8. DUAL Deutschland GmbH, Schanzenstr. 36 / Geb. 197, 51063 Cologne, Germany, is responsible for the entire administration of the insurance contract, including the collection of premiums and loss handling, on behalf and under the authorisation of the insurers. All correspondence relating to the insurance contract shall be conducted via DUAL Deutschland GmbH)

9. Pojistná doba se sjednává ve lhůtě od 1. 12. 2018 do 30. 11. 2019 přičemž, pokud jedna ze smluvních stran tuto pojistnou smlouvu nevypoví nejpozději 3 měsíce před výročí pojistné smlouvy (1.12.), pojistná smlouva se automaticky prodlužuje na další pojistné období jednoho roku za stávajících podmínek.

(9 The insurance period is from 1 December 2018 to 30 November 2019, and if one of the parties does not terminate this policy at least 3 months before the anniversary of the insurance contract (1 December), the insurance contract is automatically renewed for the next insurance period of one year according to the current conditions.

10. Všechny ostatní měny než je měna, v níž je tato smlouva o zajištění uzavřena, jsou přepočteny aktuálním kurzem, který stanovuje Česká národní banka (centrální banka České republiky) k výročí pojistné smlouvy 1/12/2018.

(10. Currency Conversion clause

All other currencies except the currency in which this reinsurance contract is concluded are converted by the current exchange

rate provided by the Czech National Bank (the Central Bank of the Czech Republic) to the date of the anniversary of the insurance contract 1/12/2018.

Obě smluvní strany souhlasí, že notifikační povinnost pojistníka je prováděna prostřednictvím zplnomocněného makléře, přičemž pojistitel tímto považuje notifikační povinnost za splněnou.

Both parties agree that all notifications towards the insurers are exclusively communicated through appointed broker further stated in this policy. Insurers hereby acknowledge and confirm above mentioned statement.

Tato pojistná smlouva se řídí právem České republiky.

This insurance policy is governed by law of the Czech Republic.

DUAL - Information on data protection

We herewith inform DUAL Deutschland GmbH you about the processing of your personal data and the rights to which you are entitled under data protection law.

Responsible for data processing

DUAL Germany GmbH
Schanzenstraße 36 / Building 197
50931 Cologne
Phone: 0221 /1680260
E-mail address: info@dualdeutschland.com

You can contact our data protection officer at the above address or at:
datenschutzbeauftragter@dualdeutschland.com

Purposes and legal basis of your data processing:

We process your personal data in compliance with the General Data Protection Regulation (GDPR), the respective national laws, as well as the provisions of the Insurance Contract Act (VVG) relevant to data protection law and all other relevant laws.

If you want to insure yourself with us, we need your data for the conclusion of the contract and for risk assessment. If the insurance contract is concluded, we process this data in order to issue you the policy or to send you an invoice. We need information in claims and benefits to check how you have secured yourself in detail and what benefits you will receive from us. The conclusion or execution of the insurance contract is not possible without the processing of your data.

The legal basis for such processing of personal data for pre-contractual and contractual purposes is Art. 6 para. 1 b) GDPR. If special categories of personal data, e.g. your health data, are required for this, we obtain your consent in accordance with Art. 9 (2) a) in conjunction with Art. 7 GDPR.

We also process your data or the data provided by you to third parties in order to protect legitimate interests of us or of third parties (Art. 6 Para. 1 f) GDPR). This may be necessary, for example:

- to ensure IT security and operation,
- for risk assessment
- to prevent and investigate criminal offences, in particular we use data analyses to identify evidence that could indicate insurance abuse.

Right of objection

If we process your data to protect legitimate interests, you can object to such processing if your particular situation gives rise to reasons which speak against the processing of the data.

In addition, we process your personal data to fulfil legal obligations. These include, for example, regulatory requirements, commercial and tax retention obligations or our duty to advise. In this case, the legal basis for processing is the respective statutory provisions in conjunction with Art. 6 para. 1 c) GDPR.

Recipient of personal data

Capacity providers:

As an authorized underwriter agency (MGA - Managing General Agent), we work with insurance companies that provide insurance capacity for your contracts. In order to do this, it may be necessary to transfer your contract and, if applicable, loss data to this insurance company so that it can form its own picture of the risk or the insured event. In addition, it is possible for the insurance company to support our company in risk or performance assessment and in the evaluation of procedures on the basis of its special expertise. We transmit your data to the insurance company only to the extent necessary for the fulfilment of our insurance contract with you or to the extent necessary to protect our legitimate interests.

Co-insurer:

We insure risks assumed by us in individual cases together with other insurers (co-insurers). For this purpose, it may be necessary to transfer your contract and, if applicable, loss data to a co-insurer so that the latter can form its own picture of the risk or the insured event. In addition, it is possible that the co-insurer(s) may support our company in the risk or performance assessment and in the evaluation of procedures on the basis of his (their) special expertise.

We transfer your data to the co-insurer(s) only insofar as this is necessary for the fulfilment of our insurance contract with you

Broker:

If you are supervised by broker, the broker processes the data required to conclude and execute the contract. The broker passes this data on to us. We also transmit data to your broker if the broker requires this information for your support and advice in your insurance matters.

Data processing in the DUAL:

Within DUAL, certain tasks in data processing are performed centrally. If you are insured with one or more DUAL companies, your data can therefore be processed by a DUAL company. For example, to manage addresses, for customer service, for marketing purposes, for contract and service processing, for collections and disbursements or for joint mail processing.

External service providers

We work together with selected external service providers to fulfil our contractual and legal obligations. This may be necessary, for example, in the context of claims settlement for legal reasons.

Other recipients:

In addition, we may be obliged to transfer your personal data to other recipients, such as public authorities to fulfil legal notification obligations (e.g. social insurance carriers or tax authorities).

Sources of data

General

For the purpose of risk assessment, contract settlement or claims settlement, personal data may be processed from various sources. The source may be, for example, the broker, the policyholder, the insured person, a claimant, the Internet, sanctions lists, other insurance market participants, lawyers, authorities or credit bureaus.

Data exchange with your employer

If your employer takes out group insurance with us for you as an employee, he registers you for insurance. He will tell us your name, your address, your date of birth and your bad.

Transmission of personal data outside Europe

Should we transfer personal data to service providers outside the European Economic Area (EEA), this will only take place if the third country has been confirmed an appropriate level of data protection by the EU Commission. In addition, this is permitted if other appropriate data protection guarantees (e.g. binding internal company data protection regulations or EU standard contractual clauses) exist.

Storage of personal data

We store your data during the term of your contract. Furthermore, we store your personal data for the fulfilment of legal proof and storage obligations. These are derived from the German Commercial Code, the Tax Code and the Money Laundering Act, among others. The retention periods are up to ten years. If the insurance contract is not concluded, we will delete your application data three years after submission of the application. In the case of temporary storage, the storage period is 10 years.

Rights of the person concerned

In addition to the right of objection, you have a right to information, correction and deletion of your data and to restriction of processing. On request, we provide you with the data provided by you in a structured, common and machine-readable format. If you wish to view data or change anything, please contact the above address.

Right of appeal

You have the option of contacting the data protection officer mentioned above or a data protection supervisory authority. The data protection supervisory authority responsible for us is:

State Commissioner for Data Protection and Freedom of Information
North Rhine-Westphalia
Kavalleriestraße 2-4 40213
Düsseldorf, Germany