APPENDIX 1: INFORMATION NOTICE

INFORMATION NOTICE FOR THE SAMBOAT DAMAGE WAIVER POLICY NO. 10545

HOW TO CONTACT OUR INSURANCE DEPARTMENT
NEAT

- **by e-mail: claim@neat.eu**
- **Or via the website: https://assures.neat.eu**

Remember to have the following information ready when you call:

- Your policy number,
- Your last name and first name,
- Your home address,
- The telephone number where we can reach you,
- The reason for your declaration.

During the first call, you will be provided with an assistance case number. Always mention this case number in all subsequent relations with our Insurance Department.

TABLE OF COVER

INSURANCE COVER	CEILING
✓ **DAMAGE WAIVER**	€1,000 or €5,000 A non-redeemable residual excess equal to 10% of the amount of the claim, with a minimum of €200 and a maximum equal to 10% of the amount of the security deposit, will be applied. €300 or €600 Without excess

ARTICLE 1 - DEFINITIONS AND SCOPE

We, the Insurer
For Assistance cover is MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX. Public limited company (*société anonyme*) with share capital of €15,180,660 - Company governed by the French Insurance Code - Subject to the supervision of the Autorité de Contrôle Prudentiel de Résolution - 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 - Bobigny Trade and Companies Register no. 383 974 086 - VAT No. FR 31 383 974 086.

Abroad
Any country outside your home country.

Claim
Random event likely to trigger the cover under this policy.

COM
COM means the Overseas Authorities, i.e. French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint Martin and Saint-Barthélemy.

Covered trip
Stay for which you are insured and have paid the corresponding premium, with a maximum duration of 90 consecutive days.

Distributor
Sam Boat, 223, avenue Emile Counord, 33300 Bordeaux. Simplified joint-stock company with capital of €2,030,000, registered with the Bordeaux Companies and Trade Register under number 799 758 412.

DOM-ROM, COM and sui generis local authorities
Guadeloupe, Martinique, French Guiana, Reunion, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint Martin, Saint Barthelemy, New Caledonia.

DROM
DROM means the French Overseas Departments and Regions, i.e. Guadeloupe, Martinique, French Guiana, Réunion and Mayotte.

Duration of cover
The validity period of the "Damage Waiver" cover corresponds to the dates of the stay indicated on the invoice issued by the tour operator, during the rental period with a maximum period of 90 consecutive days.

Europe
Europe means the following countries: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Gibraltar, Hungary, Greece, Ireland, Italy and Islands, Liechtenstein, Latvia, Lithuania, Luxembourg, Malta, Metropolitan France, Principality of Monaco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, San Marino, Spain, Sweden, Switzerland, and the United Kingdom.

Events covered under insurance
- ✓ Damage waiver

Excess
Share of the loss for which the Insured is responsible under the policy in the event of compensation following a loss. The excess may be expressed in amount, percentage, day, hour or kilometre.

NIVM23.06.12

Home
The home is considered to be the principal and usual place of residence in France, in the French overseas departments and territories (DOM-ROM COM) and sui generis local authorities or in Europe. In the event of a dispute, the tax domicile constitutes the domicile.

Insured
Refers to persons whose names are listed on the rental agreement as drivers.

Invalidity
Any fraud, falsification, false statements or false testimony likely to invoke the cover provided for in the agreement shall nullify our commitments and result in forfeiture of the rights provided for in the said agreement.

Managing Broker
NEAT - insurance brokerage company, simplified joint-stock company with capital of €106,032.48, whose registered office is located at 16 Place des Quinconces, 33000 Bordeaux, registered with the Bordeaux Trade and Companies Register under number 913 676 581 and with ORIAS under number 22004644 - Intra-community VAT number: FR69913676581 - Professional Civil Liability and Financial Guarantee in compliance with Articles L 512-6 and L 512-7 of the French Insurance Code.

Natural disaster
Abnormal intensity of a natural agent not resulting from human intervention. A phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm, caused by the abnormal intensity of a natural agent, and recognised as such by the public authorities.

Property Damage
Any damage to the Rental Boat resulting from an unforeseen event external to the damaged item.

Territoriality
Entire world.

We will pay for
We finance the service.

ARTICLE 2 - DESCRIPTION OF INSURANCE COVER

DAMAGE WAIVER

Downtime costs
Daily boat parking charge, if any, invoiced by the repairer.

CONDITIONS OF COVER
The cover applies to the Insureds provided that:
- the payment condition set out above is met,
- their names have been included on the rental contract,
- the total duration of the rental contract does not exceed 90 (ninety) days, even if the rental consists of several successive contracts,
- the operation of the rental boat complies with the terms of the rental contract signed by the Insured with the renter,
- the operating criteria imposed by the renter and local law or jurisdiction are met.

PURPOSE OF THE COVER

In the event of Theft of the rented Boat or in the event of Property Damage caused to the rented Boat, with or without an identified Third Party, whether at fault or not, the Insurer will pay the costs charged to the Insured by the renter in accordance with the rental contract, i.e. the amount:
- the Excess specified in the rental contract following an expert report or estimate from a professional repairer.

In the event of Property Damage to the Rental Boat, the Insurer will pay downtime costs up to a limit of the daily rental price during the number of days of downtime required to repair the rental boat, without exceeding the number of rental days initially stipulated in the rental contract.
Lastly, in the event that the renter invoices the Insured for administration costs, the Insurer will cover the reimbursement of these costs, on the understanding that it will not cover the costs invoiced by the renter for any operating loss.

DURATION OF COVER
The cover takes effect on the first day of the rental contract and ceases when the Insured returns the Rental Boat, up to a maximum of 90 (ninety) consecutive days, even if the rental is made up of several successive contracts.

WHAT WE EXCLUDE

In addition to the exclusions common to all cover, the following are also excluded: • the rental of more than one Rental Boat, • damage caused by wear and tear on the Rental Boat or a construction defect, • all intentional damage, • the keys to the rented boat, • expenses not related to the repair or replacement of the Rental Boat (with the exception of downtime and towing costs that would be invoiced to the Insured), • damage caused as a result of the confiscation or removal of the Rental Boat by the police or on requisition, • insurance premiums paid to the renter.

SPECIFIC SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM
The Insured must produce the following documents:
- the rental contract,
- the pre-authorisation ticket or voucher,
- in the event of Theft: filing a complaint with the competent authorities,
- in the event of Property Damage: the joint report drawn up with the renter, the estimate or invoice for repairs, the expert report,
- the renter's bank account details if the costs have not been paid, or proof of payment of said costs by the Insured.

ARTICLE 3 - REIMBURSEMENT CONDITIONS

Reimbursements may only be made by us on presentation of the original invoices paid corresponding to costs incurred with our agreement.

Requests for reimbursement should be sent to:

NEAT

By e-mail to care@neat.eu
Or via the website: https://assures.neat.eu

ARTICLE 4 - PROCESSING OF COMPLAINTS

A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service or benefit, information or opinion is not a complaint.

For any complaint regarding your insurance cover, you can contact complaints@neat.eu.

If your oral complaint is not resolved to your satisfaction, please write to us by post at:

Neat

Complaints Department

16 Place des Quinconces

33000 BORDEAUX

In the event of a written complaint, we will acknowledge receipt of the complaint within a maximum period of 10 working days from the date it is sent.

We must respond in writing no later than two months from the sending of this complaint.

If you are not satisfied with this response, or if no response has been provided to you at the end of these two months, you have the right to refer the matter to the Insurance Ombudsman on the website www.mediation-assurance.org or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to refer the matter to the courts.

ARTICLE 5 - DATA COLLECTION

The Insured acknowledges that he/she has been informed that the Insurer processes his/her personal data in accordance with the regulations on the protection of personal data in force and that furthermore:

• the answers to the questions asked are mandatory and in the event of false declarations or omissions, the consequences for the Insured may be the nullity of the subscription to the policy (Article L.113-8 of the French Insurance Code) or reduced compensation (Article L.113-9 of the French Insurance Code),

• The processing of personal data is necessary for the subscription and performance of his/her policy and its cover, the management of commercial and contractual relations, or the execution of legal, regulatory or administrative provisions in force.

• The data collected and processed is retained for the period necessary for the performance of the policy or legal obligation. This data is then archived in accordance with the periods provided for by the provisions relating to limitation periods.

• The recipients of data concerning him/her are, within the limits of their remit, the Insurer's departments responsible for entering into, managing and performing the Insurance Policy and cover, and its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.

The data may also be transmitted, if necessary, to professional bodies as well as to all persons involved in the policy such as lawyers, experts, judicial officers and ministerial officers, curators, guardians and investigators.

Information concerning him/her may also be sent to the Policyholder, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, ministries concerned, supervisory and control authorities and any public bodies authorised to receive it, as well as to the departments in charge of control such as statutory auditors, controllers and departments in charge of internal control).

• In its capacity as a financial institution, the Insurer is subject to the legal obligations arising mainly from the French Monetary and Financial Code in terms of combating money laundering and terrorist financing and, in this respect, it implements a policy monitoring process that may lead to the drafting of a suspicious transaction report or an asset freezing measure.

Data and documents concerning the Insured are retained for a period of five (5) years from the termination of the policy or the termination of the relationship.

• His/her personal data may also be used in the context of processing to combat insurance fraud, which may lead, where applicable, to inclusion on a list of persons presenting a risk of fraud.

This registration may have the effect of lengthening the examination of his/her file, or even the reduction or refusal of a proposed right, benefit, contract or service.

In this context, personal data concerning him/her (or concerning the persons party to or concerned by the policy) may be processed by any authorised persons working within the entities of the Insurer Group in the context of the fight against fraud. This data may also be sent to the authorised staff of organisations directly concerned by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, judicial officers, ministerial officers; third-party organisations authorised by a legal provision and, where applicable, victims of acts of fraud or their representatives).

In the event of a fraud alert, the data is retained for a maximum of six (6) months to support the alert and then is deleted, unless the alert proves to be relevant. In the event of a relevant alert, the data is retained for up to five (5) years from the closure of the fraud file, or until the end of the legal proceedings and the applicable limitation periods.

For persons registered on a list of suspected fraudsters, the data concerning them is deleted after the period of five years from the date of registration on this list.

• In its capacity as Insurer, it is entitled to process data relating to offences, convictions and security measures either at the time the policy is taken out, or during its performance or as part of the management of disputes.

• Personal data may also be used by the Insurer in connection with the processing it carries out, the purpose of which is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.

• His/her personal data may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.

• The Insured has a right of access, rectification, deletion and opposition to the data processed, by providing proof of his/her identity. He/she also has the right to request to limit the use of his/her data when it is no longer necessary, or to retrieve in a structured format the data he/she has provided when the latter is necessary for the policy or when he/she has consented to the use of such data.

He/she has the right to define instructions regarding the fate of his/her personal data after his/her death. These general or specific directives concern the storage, erasure and communication of his/her data after his/her death.

These rights may be exercised with the Data Protection Officer of the Insurer:

- by email to: DRPO@MUTUAIDE.fr

or

- by post: by writing to the following address: Data Protection Officer - MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX.

If he/she is not satisfied after submitting a request to the Data Protection Officer, he/she may refer the matter to the CNIL (Commission Nationale de l'informatique et des Libertés).

ARTICLE 6 - SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, up to the amount of the compensation paid and the benefits provided by it, to the rights and actions of the Beneficiary, against any person responsible for the events that motivated its intervention. When the services provided under the agreement are covered in whole or in part through another

company or institution, MUTUAIDE ASSISTANCE shall be subrogated to the rights and actions of the beneficiary against this company or institution.

ARTICLE 7 - LIMITATION PERIOD

Pursuant to Article L.114-1 of the French Insurance Code, any action arising from this policy shall be time-barred two years from the event giving rise thereto. This period is extended to ten years for death cover, with the beneficiaries' actions being time-barred no later than thirty years from this event.

However, this period shall only run:

- in the event of any concealment, omission or false or inaccurate declaration regarding the risk incurred, from the date on which the Insurer becomes aware thereof;
- in the event of a claim, from the date on which the interested parties became aware of it, if they prove that they were unaware of it until then.

If the Insured's action against the Insurer is based on third party recourse, this limitation period shall only run from the day on which this third party brought legal action against the insured or was compensated by the latter.

This limitation period may be interrupted, in accordance with Article L.114-2 of the French Insurance Code, by one of the following ordinary causes of interruption:

- recognition by the debtor of the right of the person against whom he/she was time barred (Article 2240 of the French Civil Code);
- a legal claim, even in summary proceedings, until the proceedings are terminated. The same applies when it is brought before a court without jurisdiction or when the act of referral to the court is annulled by the effect of a procedural defect (Articles 2241 and 2242 of the French Civil Code). The interruption is null and void if the claimant withdraws his/her claim or allows the proceedings to lapse, or if his/her claim is definitively rejected (Article 2243 of the French Civil Code);
- a protective measure taken pursuant to the French Civil Enforcement Procedures Code or an act of enforcement (Article 2244 of the French Civil Code).

It is recalled that:
A summons made to one of the joint and several debtors by a legal action or by an act of enforcement or the recognition by the debtor of the right of the person against whom he/she was time barred interrupts the limitation period against all the others, even against their heirs.
On the other hand, a summons made to one of the heirs of a joint and several debtor or the recognition of this heir does not interrupt the limitation period with regard to the other co-heirs, even in the event of a mortgage claim, if the obligation is divisible. This summons or recognition only interrupts the limitation period, with regard to the other co-debtors, for the share for which this heir is liable.

To interrupt the limitation period for all, with regard to the other co-debtors, the summons must be made to all the heirs of the deceased debtor or the recognition of all these heirs (Article 2245 of the French Civil Code).
A summons issued to the principal debtor or its recognition interrupts the limitation period against the guarantor (Article 2246 of the French Civil Code).

The limitation period may also be interrupted by:

- the appointment of an expert following a claim;
- the sending of a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured with regard to the action for payment of the premium, and sent by the Insured to the Insurer with regard to the payment of the claim compensation).

ARTICLE 8 - SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Insured relating to the determination and payment of benefits shall be submitted by the first party to act, in the absence of an amicable resolution, to the competent court of the beneficiary's domicile in accordance with the provisions of Article R.114-1 of the French Insurance Code.

ARTICLE 9 - FALSE DECLARATIONS

When they change the nature of the risk or reduce our opinion of it:

- **Any concealment or intentionally false declaration on your part shall result in the nullification of the policy. We shall retain all premiums paid, and we shall be entitled to demand payment of the premiums due, as provided for in Article L.113.8 of the French Insurance Code.**
- **Any omission or inaccurate declaration by you for which bad faith is not established shall result in the termination of the policy 10 days after the notification sent to you by registered letter and/or the application of the reduction in compensation under the French Insurance Code as provided for in Article L.113.9.**

ARTICLE 10 - SUPERVISORY AUTHORITY

The authority responsible for the supervision of MUTUAIDE ASSISTANCE is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9.

INFORMATION AND ADVICE SHEET PRIOR TO ENROLMENT IN GROUP DAMAGE INSURANCE CONTRACTS n°10545

Please read this document carefully before purchasing your insurance policy.

This document explains:

- Who is involved in the distribution of your insurance,
- In what capacity each party is acting,
- How remuneration works,
- How to file a claim.
- Your right to opt out

You acknowledge that you have been informed of the possibility that the information and documents relating to the insurance contract may be communicated to you in a durable medium other than paper.

This document constitutes pre-contractual information and has no contractual value. The general terms and conditions of insurance as well as the information document on the insurance product describe the scope of the guarantees, the exclusions and the applicable obligations. Only these contractual documents are authentic and determine the rights and obligations of the parties. We invite you to read them before subscribing.

PREAMBLE

Contract 10548 is subscribed by Lacani, a simplified joint-stock company whose registered office is located at 223 Avenue Emile Counord, 33300 Bordeaux, registered with the Bordeaux Trade and Companies Register under number 799 758 412, with the Insurer Mutuaide Assistance (hereinafter referred to as "the Insurer" or "Mutuaide"), 126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX. SA with a capital of €15,180,660 – Company governed by the Insurance Code – Subject to the control of the Autorité de Contrôle Prudentiel de Résolution – 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 – 383 974 086 RCS Bobigny – VAT FR 31 383 974 086.

This Agreement is distributed by NEAT - an insurance brokerage company, SAS with a share capital of €106,032.48, whose registered office is located at 16 Place des Quinconces, 33000 Bordeaux, registered with the Bordeaux Trade and Companies Register under number 913 676 581 and with ORIAS under number 22004644 - Intra-community VAT number: FR69913676581 - Professional Civil Liability and Financial Guarantee in accordance with Articles L 512-6 and L 512-7 of the Insurance Code.

The management of the Agreement is delegated to Neat in its capacity as manager (hereinafter "NEAT" or the "Manager").

Mutuaide and Neat are authorised to carry on insurance activities in France under the freedom to provide services notified to the ACPR.

REMUNERATION IN CONNECTION WITH THE PROPOSED CONTRACT

It is specified that in return for distribution operations, NEAT is remunerated on the basis of commissions, i.e. remuneration included in the insurance premium, calculated on the basis of qualitative criteria, so as not to harm the interests of customers.

Sam Boat is paid in administrative fees for the presentation, placement and implementation of your insurance.

CLAIMS MANAGEMENT INFORMATION

In the event of a complaint regarding the distribution of this contract, we invite you to inform NEAT by writing to complaints@neat.eu.
If you are not satisfied with the answer you receive, you can send a letter to:

Neat

Claims Department

16 Place des Quinconces

33000 BORDEAUX

Neat will acknowledge receipt of your mail within 10 business days.
If the disagreement persists, you can refer the matter to the Insurance Mediation Service in your country of residence. You can find the contact details of the company by clicking on the following link:

https://www.neat.eu/en/dispute-resolutionentities-eea

For the settlement of cross-border disputes, it is also possible to lodge a complaint with the competent foreign system by requesting the activation of the FIN-NET procedure, which can be accessed via the website
https://finance.ec.europa.eu/consumerfinance-and-payments/retail-financial-services/financial-dispute-resolution-network-fin-net/make-complaint-about-financial-serviceprovider-another-eea-country_en.

RIGHT OF WITHDRAWAL

In the case of distance selling, you have a right to withdraw from this contract for a period of (14) fourteen (calendar) days from its conclusion, without costs or penalties. However, if you benefit from one or more insurance premiums offered to you, so that you do not have to pay a premium over one or more months at the beginning of the contract, this period only runs from the payment of all or part of the first premium.

This period begins to run:

a) Either from the day on which the distance contract is concluded;

b) Or from the day on which the interested party receives the contractual conditions and information, if the latter date is later than the date mentioned in a).

Please note: The right of cancellation does not apply to insurance policies with a term of less than one month.

When you exercise your right to waive, the Insurer via Sam Boat is obliged to reimburse you the amount of the premium paid.

However, the full premium remains due to the Insurer if you exercise your right of cancellation while a Claim involving the guarantee of the contract has occurred during the 14-day cancellation period. **For any waiver request, you can contact Sam Boat.**