



Searene SAS, a French insurance Broker operating under the brand Winklecard.com, covers Surf Neutral Int. BV, with its principal place of business located in Belgium, operating worldwide, and its clients against the risk of breakage during the practice of surfing when a renter/client/surfer rents the board.

Therefore, for each board host and renter subscribing to the insurance, the process is as follows.

The insurance is activated on the day the rental starts.

Searene SAS covers Surfneutral Int. BV against the risk taken by the beneficiary, being the board host. In case of damage, the board host is responsible for making a claim within three days after the rental end date. Winklecard.com will manage the entire claim procedure and will reimburse damages to Surf Neutral Int. BV. Surf Neutral Int. BV will do the payout onto the beneficiary wallet within the shortest timeframe possible.



APPENDIX 1 : INFORMATION NOTICE



INFORMATION NOTICE FOR INSURANCE CONTRACT N°5560

HOW TO CONTACT OUR INSURANCE DEPARTMENT

SEARENE

Zone De Lana 2 Rue Bazter – 64210 BIDART
Monday to Friday from 9:00 am to 6:00 pm

- by email: gestion@winklecard.com

Please have the following information to hand as it will be requested during your call:

- Your contract number,
- Your name and surname,
- Your home address,
- The phone number that we can reach you on, • The reason for your claim.

On your first call, you will be given an insurance file number. This is to be systematically recalled during any further communication with our Insurance Department.

TABLE OF COVER

INSURANCE COVER	AMOUNT OF COVER PER CLAIM AND PER PERIOD OF COVER	APPLICABLE DEDUCTIBLE OR DEPRECIATION
1 / SEARCH AND RESCUE COSTS	€1,200	No deductible
IN THE EVENT OF DAMAGE TO THE INSURED PROPERTY		
2 / REPAIR or REPLACEMENT OF THE INSURED PROPERTY	€600	Depreciation: 10% per year with a 6 months purchase value period guaranteed

ARTICLE 1 – DEFINITIONS AND SCOPE OF APPLICATION**We, the Insurer**

MUTUAIDE ASSISTANCE - 8/14 avenue des Frères Lumière - 94368 Bry-sur-Marne Cedex - Joint stock company [S.A.] with a share capital of €12,558,240 fully paid up - Company governed by the Insurance Code TCR 383 974 086 Créteil - VAT FR 31 3 974 086 000 19.

Insured / Policy holder

A natural person or legal entity duly insured under this contract, and residing in Mainland France, in the French Overseas Departments and Territories, sui generis collectivities and in the European Economic Area.

Insured Property

- The surfboard (longboard, shortboard, bodyboard, stand up paddle, Wakeboard, kite surf, windsurf) rented by the Insured.

- The wetsuit owned or rented by the Insured and worn by the insured at the time of the incident.

Irreparable Insured Property

Technically irreparable or economically irreparable Insured Property, i.e. when the amount including tax of the repair of the Insured Property is equal to or greater than its Replacement Value.

Replacement Property

New Property identical or equivalent to the Insured Property (having the same main technical characteristics as the Insured Property, with the exception of brand characteristics, colour, weight, size, covering, graphics, decoration or design).

Spouse

The husband or wife of the Insured, from whom they are not legally separated, or the cohabitee living at the same Domicile as

The Insured (including any person in a Civil Partnership with the Insured).

Domicile

Domicile is considered to be the main and usual place of residence in a country of the European Economic Area. In the event of a dispute, the tax domicile will constitute the domicile.

French Overseas Departments and Territories and sui generis collectivities

Guadeloupe, Martinique, French Guiana, Reunion, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint Martin, Saint Barthelemy, New Caledonia.

Accidental Material Damage

Any externally visible destruction, total or partial deterioration, caused by an Accident occurring during the practice of surfing and interfering with the normal use of the Insured Property.

Duration of cover

Period from the effective date of the cover until its expiry mentioned on the enrolment form and in this contract.

European Economic Area (EEA)

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden **Deductible**



The portion of the claim that is covered by the Insured under the contract in the event of indemnification following an incident. The deductible may be expressed as an amount, a percentage, a day, an hour, or in kilometers

Illness

Sudden and unforeseeable deterioration of health determined by a competent medical authority.

Negligence

A lack of attention, vigilance or precaution in the ownership, use and conservation of the Insured Property which caused or facilitated the occurrence of the incident.

Surfing course:

Any course, lesson or training booked and paid for by the Policy Holder at a surf school.

Surfing

The practice of Surfing and its associated disciplines: longboard, bodyboard, bodysurf, skim board, winch surfing, kneeboard, stand up paddle, and drop knee. Windsurfing and Polynesian pirogue practiced on an inland body of water or at sea.

Coverage Area

The guarantees of this contract are granted for any event occurring in the European Economic Area.

Depreciation

Percentage of depreciation of the Insured Property due to its age

ARTICLE 2 – DESCRIPTION OF INSURANCE COVER

The Insured benefits from the cover during the cover period and exclusively when surfing on an individual and amateur basis or during any initiation, teaching or training course.

1/ SEARCH AND RESCUE COSTS

During the practice of a Surfing activity, if you are injured or lost or if you die, we will reimburse, up to the amount shown in the Table of Cover, the costs of search and rescue following a life-threatening event. If the rescue services cannot reach the accident site, helicopter costs are also covered.

We cover the reimbursement of the Insured's initial transport costs from the place of the Accident to the nearest medical centre likely to provide first aid and back to the beneficiary's place of stay on the day of the Accident. Cover is extended to include direct evacuation from the scene of the Accident to a medical centre up to the limit of the cover amount.

Only fees charged by a duly approved company for these activities may be reimbursed. **In no event can we substitute ourselves for local emergency relief organizations.**

2/ REPAIR OR REPLACEMENT OF THE INSURED PROPERTY (DAMAGE TO THE INSURED PROPERTY)

During or at the time of surfing, in the event of accidental material damage to the property, we will pay up to the amount indicated in the Table of Cover if:

- the Insured Property is repairable: the cost of repair within the limit of the replacement value of the insured property and on the basis of the repair invoice.
- the Insured Property is irreparable: the replacement value of the insured property after deduction of the depreciation of 10% per year.

EXCLUSIONS TO INSURED PROPERTY DAMAGE COVER

In addition to the exclusions common to all cover, the following are also excluded:

- ♦ Damage caused during the transport of the insured property
- ♦ Damage to the accessories of the insured property: leashes, protective cover
- ♦ Damage caused to the wetsuit when not worn by the Insured
- ♦ The theft or loss of the insured property
- ♦ The consequences of a defect of the insured property
- ♦ Aesthetic damage, chipping, scratches
- ♦ Damage to the wetsuit that does not occur when surfing

ARTICLE 3 - GENERAL EXCLUSIONS

The following do not give rise to our intervention:

- ♦ Damages caused intentionally by the Insured and those resulting from their participation in a crime, offence or a brawl, except in case of self-defence,
- ♦ The level of the convictions and their consequences,
- ♦ The use of narcotics or drugs that have not been prescribed medically,
- ♦ The state of inebriation, ♦ Customs fees,
- ♦ Participation as a competitor in a competitive sport or a rally entitling the Insured to a national or international classification which is organised by a sports federation for which a licence is issued, as well as training for such competitions,
- ♦ Participation in endurance or speed competitions or events and their preparatory tests, on board any land, water or air vehicle,
- ♦ The consequences of non-compliance with recognised safety rules related to the practice of any leisure sports activity,
- ♦ Expenses incurred after or at the expiration of the cover,
- ♦ Voluntary non-compliance with the regulations of the visited country or the practice of activities not authorised by the local authorities,
- ♦ Official seizure or coercion prohibitions by law enforcement,
- ♦ The Insured's use of air navigation equipment,
- ♦ The use of war devices, explosives and firearms,
 - ♦ Damage resulting from intentional or fraudulent misconduct by the Insured in accordance with Article L.113-1 of the Insurance Code,
- ♦ Suicide and attempted suicide,
- ♦ Epidemics, pollution, natural disasters,
- ♦ Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage taking, ♦ Radioactivity or any radiation from an energy source of a radioactive nature.

MUTUAID ASSISTANCE can in no event be held liable for failures or mishaps in the performance of its obligations that result from an event of force majeure, or events such as civil or foreign war, riots or popular movements, lockouts, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other disasters, radioactivity, explosion of devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or event of force majeure, as well as their consequences.

ARTICLE 4 - CLAIM DECLARATION

HOW SOON DO YOU HAVE TO REPORT THE INCIDENT?

The Insured or their legal representative must, under penalty of forfeiture, declare the incident as soon as they become aware of it and no later than five (5) working days following the date of on which they became aware of the incident. This declaration must be made by post to: SEARENE - 5 rue Saint-Saëns 75015 Paris. By email: gestion@winklecard.com

If the Insured does not respect this delay in declaring a claim and if the Insurer proves that the delay has caused them prejudice, the Insured will not be able to benefit from the cover in this contract (Article L 113-2 of the Insurance Code).

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Upon the declaration of an Incident:

The Insured must precisely describe the circumstances of the Incident and particularly the accidental origin of the damage.

In the event of a failure to comply with the time limit for reporting the Claim and insofar as the Insurer establishes that the delay in reporting the Claim has caused them prejudice, the Insured shall lose, for the Claim concerned, the benefit of the cover provided by the contract, except if this delay is due to a fortuitous event or an event of force majeure.

Supporting documents to be provided by the Insured in all cases

- A copy of their enrolment
- The sworn statement describing the circumstances of the incident.

Supporting documents to be provided in case of search and rescue expenses

- The search and rescue invoice issued by the search and rescue company

Supporting documents to be provided in the event of damage to the insured property:

- The purchase invoice of the insured property
- Photograph of the damaged insured property
- Invoice for repairs to the insured property
- The rental invoice for a replacement board

MEANS OF EVIDENCE



For the "damage to the insured property" cover, it is up to the Policy Holder to prove the existence and value of the damaged property.

And more generally, any supporting documents that the Insurer deems necessary to assess the merits of the claim.

If, in bad faith, the Insured uses inaccurate documents as proof, uses fraudulent means or makes inaccurate or incomplete declarations, the Insured will not be covered.
The Insurer reserves the right to bring legal proceedings before the criminal courts.

CLAIM INDEMNITY PAYMENT METHOD

The Insurer undertakes to pay the indemnity due to the Policy Holder within 30 days following acceptance of the claim.

This period starts only from the day on which you provide all the supporting documents necessary for payment (repair invoice or purchase invoice)

Payment of the indemnity may only be made on presentation of the supporting documents requested. If these supporting documents are not provided, no indemnity will be paid.

ARTICLE 5 - TERMS AND CONDITIONS OF ENROLMENT- EFFECTIVE DATE OF ENROLMENT- DURATION OF COVER - CANCELLATION

CONDITIONS OF ENROLMENT

Enrolment with WINKLECARD is concluded at the moment when the Insured, having previously received and read the information notice. [sic]

EFFECTIVE DATE AND DURATION OF ENROLMENT AND COVER

Enrolment and cover take effect on the date of enrolment for a non-renewable period of 7 firm days.

TERMINATION AND CESSATION OF COVER

The cover ends at the end of the 7-day subscription period from the effective date of the enrolment and the guarantees

ARTICLE 6 - HANDLING OF COMPLAINTS

In the event of a disagreement on or dissatisfaction with the implementation of your contract, we invite you to inform SEARENE by post: Searene - Winklecard - Zone De Lana 2 Rue Bazter – 64210 BIDART

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If you are not satisfied with the response you receive, you can write to:

MUTUAIDE
Insurance Department
TSA 20296

94368 Bry sur Marne Cedex

MUTUAIDE undertakes to acknowledge receipt of your letter within 10 working days. It will be processed within a maximum of 2 months.

If the disagreement is not resolved, you may refer the matter to the Insurance Mediation by post to:

**Insurance Mediation
TSA 50110
75441 Paris Cedex 09**

ARTICLE 7 - DATA COLLECTION

The Insurer and the Broker are joint Data Controllers:

The Policy Holder acknowledges being informed that the Insurer and the Broker will process their personal data in accordance with the regulations in force concerning the protection of personal data and that in addition:

- the questions asked must be answered and that in the event of false declarations or omissions, the consequences for the Policy Holder may be the nullity of their subscription to the contract (Article L 113-8 of the Insurance Code) or the reduction of indemnities (Article L 113-9 of the Insurance Code),

- The processing of personal data is necessary for the taking out and performance of their contract and cover, for the management of commercial and contractual relations, or for the performance of the legal, regulatory or administrative provisions in force.
- The data collected and processed is retained for the duration necessary to perform the contract or fulfil the legal obligations. This data is then archived in accordance with the periods laid down in the provisions on limitation periods.
- The recipients of the data concerning them are, within the limits of their remits, the Insurer's departments in charge of the conclusion, management and performance of the Insurance Contract and cover, its delegates, agents, partners, subcontractors and reinsurers in the context of the performance of their missions.

They may also be transmitted, where appropriate, to professional bodies as well as to any persons involved in the contract, such as lawyers, experts, court officials and judicial officers, temporary guardians, guardians and investigators.

Information concerning the Policy Holder may also be transmitted to them, as well as to any persons qualified as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, guardianship and supervisory authorities and all public bodies authorised to receive such information, as well as to the supervisory departments such as statutory auditors, auditors and internal supervisory departments).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising mainly from the Monetary and Financial Code with regard to the fight against money laundering and financing of terrorism and, as such, it implements a contract 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 closing of the contract or the termination of the relationship.

- Their personal data may also be used in the context of processing to combat insurance fraud which may lead, if necessary, to registration on a list of persons presenting a risk of fraud.

This registration may result in the file being studied for a longer period of time, or the reduction or refusal of the benefit of an offered right, benefit, contract or service.

In this context, personal data concerning them (or concerning the persons who are party to or have an interest in the contract) may be processed by any authorised persons working within the entities of the Insurer Group as part of the fight against fraud. This data may also be intended for the authorised staff of the bodies directly concerned by a fraud (other insurance bodies or intermediaries, judicial authorities, mediators, arbitrators, court officials, judicial officers, third party bodies authorised by a legal provision and, where appropriate, victims of fraud or their representatives).

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

For persons registered on a list of suspected fraudsters, their data is deleted after 5 years from the date of registration on the list.

- In its capacity as an Insurer, it is entitled to process data relating to offences, convictions and security measures either at the time of taking out the contract, or during its performance or in the context of the management of disputes.
- Personal data may also be used by the Insurer in the context of the processing operations that it implements and 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.
- The personal data concerning them may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.
- The Insured has the right, if they provide proof of their identity, to access, rectify, delete and oppose the processed data. They also have the right to request the limitation of the use of their data when it is no longer needed, or to retrieve, in a structured format, the data they have provided when necessary for the contract or when they consented to the use of such data.

They have the right to set guidelines on the fate of their personal data after their death. These directives, whether general or specific, concern the storage, erasure and communication of their data after their death.

They may exercise these rights by contacting the Data Protection Representative:

Of the Insurer:

- by email: at the following address DRPO@MUTUAIDE.fr or
- by post: by writing to the following address: Data protection representative - MUTUAIDE ASSISTANCE 8/14 Avenue des Frères Lumière - 94368 Bry-sur-Marne.

Of the Broker: DPO@winklecard.com

If, after having made the request to the Data Protection Representative, they remain unsatisfied, they have the possibility of referring the matter to the *CNIL* (National Commission of Information Technology and Civil Liberties).

ARTICLE 8 – SUBROGATION

MUTUAIDE ASSISTANCE is subrogated to the extent of the indemnities paid and the services provided by it in the rights and actions of the Insured, against any person responsible for the facts which motivated its intervention.

When the services provided in execution of the agreement are covered in whole or in part by another company or institution, MUTUAIDE ASSISTANCE is subrogated to the rights and actions of the Insured against this company or institution.

ARTICLE 9 - LIMITATION PERIOD

In application of Article L 114-1 of the Insurance Code, any legal action arising from this contract is time-barred after two years from the event giving rise to it. This period is extended to ten years for life insurance cover, with any legal action brought by the beneficiaries being time-barred no later than thirty years from this event.

However, this period shall only begin:

- in the event of concealment, omission, false or inaccurate declaration on the risk incurred, from the day on which the Insurer became aware of it,
- in the event of a claim, from the day on which the persons concerned became aware of it, if they prove that they were unaware of it until then.

When the Insured's legal action against the Insurer is based on the introduction of a third party, the limitation period shall begin on the day on which the third party brought legal action against the Insured or was indemnified by the Insured.

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

- the acknowledgment by the debtor of the right of the person against whom they were prescribing (Article 2240 of the Civil Code),
- a legal claim, even in summary proceedings, until the end of the proceedings. The same applies when it is brought before an incompetent court or when the act of referral to the court is annulled as a result of a procedural defect (Articles 2241 and 2242 of the Civil Code). The interruption is null and void if the plaintiff withdraws their claim or allows the proceedings to lapse, or if their claim is definitively rejected (Article 2243 of the Civil Code),
- a conservatory measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (Article 2244 of the Civil Code).

It is recalled that:

The interpellation of one of the joint and several debtors by a court petition or by an act of forced execution or the acknowledgment by the debtor of the right of the person against whom they were prescribing interrupts the limitation period against all the others, even against their heirs.

On the other hand, the interpellation of the heirs of a joint and several debtors or the acknowledgment of this heir does not interrupt the limitation period with respect to the other joint heirs, even in the case of a mortgage, if the obligation is divisible. Such interpellation or acknowledgment interrupts the limitation period, with regard to the other co-debtors, only for the part for which that heir is liable.

In order to interrupt the limitation period for the aforementioned, with regard to other co-debtors, the interpellation of all the heirs of the deceased debtor or the acknowledgment all of these heirs is necessary (article 2245 of the Civil Code).

The questioning of the principal debtor or their acknowledgement interrupts the limitation period against the guarantor (article 2246 of the 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 and sent by the insured to the Insurer regarding the payment of the claim indemnity).

ARTICLE 10 - SETTLEMENT OF DISPUTES

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

ARTICLE 11 - FALSE DECLARATIONS

When they change the subject of the risk or diminish our opinion of the risk:

- Any concealment or intentionally false declaration on your part will render the contract null and void. Premiums paid shall remain vested in us and we shall be entitled to demand payment of premiums due, as provided for in Article L 113.8 of the Insurance Code.
- Any omission or inaccurate declaration on your part which is not established as being made in bad faith will result in the termination of the contract 10 days after the notification sent to you by registered letter and/or the application of the reduction of indemnities under the Insurance Code as provided for in Article L 113.9.

ARTICLE 12 - SUPERVISORY AUTHORITY

The authority responsible for supervising MUTUAIDE ASSISTANCE is the Prudential Supervision and Resolution Authority [*Autorité de Contrôle Prudentiel et de Résolution (ACPR)*]- 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9.