



## **RESTRICTIONS ON PROCESSING PERSONAL DATA**

You acknowledge, in the course of your dealings with Coface and its affiliates, that you may have access to and may process the Personal Data of individuals residing in the countries of the European Union. For the purposes of this provision, "Personal Data" is defined as "any information relating to an identified or identifiable natural person, an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one of more factors specific to his physical, physiological, mental, economic, cultural or social identity." "Processing of Personal Data" is defined as "any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination blocking, erasure or destruction."

You further acknowledge that you have in place technical and organizational measures that meet generally accepted standards in your industry to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. You also agree to provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected. You agree to respect and maintain the confidentiality and security of such Personal Data and will process such Personal Data only on instruction from Coface.

You will indemnify Coface and hold Coface harmless from any cost, charge, damages, expense or loss which you cause Coface as a result of its breach of any of the above paragraph[s].

Upon Coface's written request, you must return all Personal Data and all copies of the Personal Data subject to this provision to Coface within thirty days or, at Coface's choice, will destroy all copies of the same and certify to Coface that you have done so. If you are prevented by law from destroying the Personal Data, you will certify that the data will be kept confidential and will not be actively processed for any purpose. You agree that, if so requested by Coface, you will allow Coface, or an inspection agent selected by Coface and not reasonably objected to by you, access to its establishment to verify that this has been done, upon reasonable notice from Coface and during business hours. [25 August, 2008]